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**1. CALL TO ORDER**

**2. EXECUTIVE SESSION**

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

- A.** 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 development agreement.

**Staff Contact:** Ron Shaver

**3. RECONVENE FROM EXECUTIVE SESSION**

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

**5. PLEDGE OF ALLEGIANCE**

**6. SPECIAL BUSINESS**

- A.** Proclamation recognizing November 11, 2019 as Veterans Day.

**Staff Contact:** Liz Ruback

- B.** Proclamation recognizing November as Native American Heritage Month.

**Staff Contact:** Liz Ruback

**7. CONSENT AGENDA**

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

- A.** Consideration of approval of the City Council meeting minutes of October 15, 2019.

**Staff Contact:** Dianna Wright and David Bryant

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- B. Consideration of cereal malt beverage license applications for calendar year 2020.  
**Staff Contact:** Dianna Wright and Brenda Long
- C. Consideration of new drinking establishment license for El Saguaro Mexican Grill II, LLC, located at 920 E. Old 56 Hwy and renewal applications for Mission Bowl, located at 1020 S. Weaver, Austin's Bar and Grill, located at 2103 E. 151st Street and Johnny's Tavern Ridgeview, Inc., located at 10384 Ridgeview.  
**Staff Contact:** Dianna Wright and Brenda Long
- D. Consideration of business expense statement for Michael Wilkes for expenses incurred to attend the ICMA Annual Conference in Nashville, TN, October 18 - 24, 2019.  
**Staff Contact:** Kim Delana
- E. Consideration of Resolution 19-1062, SU19-0004, for approval of a special use permit renewal (SU19-0004) for keeping chickens on a residential lot less than three (3) acres, 0.27± acres; located at 589 W. Layton Street. Planning Commission recommends approval 8 to 0.  
**Staff Contact:** Aimee Nassif and Kim Hollingsworth
- F. Request for the acceptance of the dedication of land for public easements for a final plat for Mahaffie Warehouse, Second Plat (FP19-0023) containing 3 industrial lots on 5.47± acres; located southwest of the intersection of South Mahaffie Street and West 153rd Court. Planning Commission approved this plat 9-0.  
**Staff Contact:** Aimee Nassif and Zach Moore
- G. Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Stonebridge Trails 6th Plat (FP19-0020) containing 52 lots and 4 common tracts on 25.57± acres; located in the vicinity of 167th Street and Mur-Len Road. Planning Commission recommends approval 8 to 0.  
**Staff Contact:** Aimee Nassif and Kim Hollingsworth
- H. Consideration of Consent Calendar.  
**Staff Contact:** Mary Jaeger and Beth Wright
- I. Consideration of Resolution No. 19-1063 authorizing the 2020 Street Reconstruction Program, PN 3-R-000-20; and repealing Resolution No. 19-1010.  
**Staff Contact:** Mary Jaeger and Beth Wright
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- J.** Consideration of Change Order No. 4 to the contract with Wiedenmann, Inc. for construction of the Sunset Drive and Ridgeview Road Water Main Replacement, Phase 2, Project, PN 5-C-033-16.  
**Staff Contact:** Mary Jaeger and Beth Wright
- K.** Consideration of an easement conveyance from the City of Olathe to Evergy Metro, Inc. for the Woodland Road, K-10 to College Boulevard, Improvements Project, PN 3-C-041-18.  
**Staff Contact:** Mary Jaeger and Beth Wright
- L.** Consideration of a Master Agreement for Professional Services with Olsson, Inc. for design of the Waterline Rehabilitation Project, PN 5-R-000-20.  
**Staff Contact:** Mary Jaeger and Beth Wright
- M.** Consideration of a Master Agreement for Professional Services with TREKK Design Group, LLC for design of the Sanitary Sewer Rehabilitation Project, PN 1-R-000-20, and the Neighborhood Sanitary Sewer Improvements Project, PN 1-R-100-20.  
**Staff Contact:** Mary Jaeger and Beth Wright
- N.** Consideration of contract renewal with Ted Systems, LLC. for Lenel building security systems and services.  
**Staff Contact:** Mike Sirna and Amy Tharnish
- O.** Consideration of renewal of contract with Commerce Bank for the finance lease of cardio fitness equipment for the Community Center.  
**Staff Contact:** Michael Meadors and Amy Tharnish

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

- A.** Consideration of Ordinance No. 19-68 approving an engineer's survey and authorizing the acquisition of land for the Mahaffie Circle Improvements Project, PN 3-C-107-17.  
**Staff Contact:** Mary Jaeger, Beth Wright and Ron Shaver

Action Needed: Consider a motion to approve or deny.

## **9. NEW BUSINESS-ADMINISTRATION**

- A.** Consideration of Ordinance 19-69 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$13,880,000 to LE Commerce Center LLC, Series 2019, for the construction of a 210,000 sq. ft. distribution warehouse. (Building 1 Project)  
**Staff Contact:** Dianna Wright and Emily Vincent

Action Needed: Consider a motion to approve or deny.

- B.** Consideration of Ordinance 19-70 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$15,850,000 to Fremato USA, Inc., Series 2019, for the construction of a 250,000 sq. ft. warehouse (Warehouse Project) and authorizing an Omnibus Amendment of documents relating to certain outstanding industrial revenue bonds.

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

Action Needed: Consider a motion to approve or deny.

- C.** Consideration of Ordinance 19-71 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$3,000,000 to Carrier Series Plus, LLC, Series 2019, for the construction of a 21,400 sq. ft. industrial warehouse. (Lot 1 Project)

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

Action Needed: Consider a motion to approve or deny.

- D.** Consideration of Ordinance No. 19-72 approving the issuance of health facility revenue bonds in the amount of \$30,000,000 on behalf of Olathe Medical Center, Inc, Series 2019B. (Medical Office Building project)

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

Action Needed: Consider a motion to approve or deny.

**10. NEW CITY COUNCIL BUSINESS**

**11. END OF TELEVISED SESSION**

**12. GENERAL ISSUES AND CONCERNS OF CITIZENS**

**13. CONVENE FOR PLANNING SESSION**

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

**A. REPORTS**

- 1.** Report regarding Proposed Amendments to Chapters 18.30, 18.50, and 18.90 of the Unified Development Ordinance (UDO19-0005). Planning Commission recommends approval 8-0.

**Staff Contact:** Aimee Nassif and Zach Moore

- 2.** Quarterly Procurement Report.

**Staff Contact:** Dianna Wright and Amy Tharnish



3. Cash Handling Process and Controls Audit Report.

**Staff Contact:** Mary Ann Vassar

**14. ADDITIONAL ITEMS**

**15. ADJOURNMENT**

The City of Olathe offers public meeting accommodations. Olathe City Hall is wheelchair accessible. Assistive listening devices as well as iPads with closed captioning 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.

# PROCLAMATION


- WHEREAS,** each year on November 11, we pause to remember the men and women who have served bravely and selflessly in America's armed forces, preserving our strength and security as a nation; and
- WHEREAS,** Veterans Day is a significant part of our American heritage, as we recognize the millions of United States citizens whose military service has shaped our country; and
- WHEREAS,** Americans and the people of many nations live in freedom because of the contributions and sacrifices made by our men and women in uniform during times of peril and national crisis; and
- WHEREAS,** on Veterans Day, we publicly commemorate the honorable legacy and sacrifices of our veterans – those lost and those who are still with us today; and
- WHEREAS,** City of Olathe offices will be closed on Monday, November 11, in honor of Veterans Day, and Olatheans will join in expressing sincere gratitude to our veterans for ensuring the freedom and democracy that form the cornerstone of our great nation.

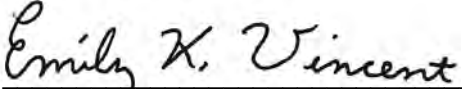
**NOW, THEREFORE,** I, Michael Copeland, Mayor of the City of Olathe, do hereby proclaim November 11, 2019, as

## VETERANS DAY

in our community, encouraging all citizens to pay tribute to our military veterans for all they have done and continue to do to make the world a better and safer place.

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

  
Michael Copeland, Mayor

  
Emily K. Vincent, City Clerk

# PROCLAMATION

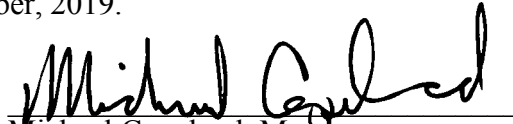
- WHEREAS,** the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and
- WHEREAS,** the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and
- WHEREAS,** American Indian customs and traditions are celebrated as part of a rich legacy throughout the United States; and
- WHEREAS,** Native American Awareness Week began in 1976, and in 2009, Congress designated the month of November as National Native American Heritage Month; and
- WHEREAS,** Olathe is honored to also celebrate the community through cultural, artistic, educational, and historical activities.

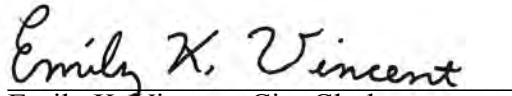
**NOW, THEREFORE,** I, Michael Copeland, Mayor of the City of Olathe, do hereby proclaim November 2019, as

## NATIVE AMERICAN HERITAGE MONTH

in Olathe, urging all citizens to join in observing this month by increasing their awareness and appreciation for the rich history and legacy of Native Americans.

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

  
Michael Copeland, Mayor

  
Emily K. Vincent, City Clerk



# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright and David Bryant

SUBJECT: Consideration of approval of the City Council meeting minutes of October 15, 2019.

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ITEM DESCRIPTION:

Consideration of approval of the City Council meeting minutes of October 15, 2019.

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SUMMARY:

Attached are the City Council meeting minutes of October 15, 2019 for Council consideration of approval.

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FINANCIAL IMPACT:

None

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ACTION NEEDED:

Approval of the City Council meeting minutes of October 15, 2019.

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ATTACHMENT(S):

- A. 10-15-19 Council Minutes



**1. CALL TO ORDER**

**Present:** Bacon, Brownlee, Campbell, McCoy, Vogt, and Copeland.

**Absent:** Randall (arrived at 7:11 p.m.)

Also present were City Manager Wilkes, Assistant City Manager Sherman and City Attorney Shaver.

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

**3. PLEDGE OF ALLEGIANCE**

Cub Scout Pack 3250 led the Pledge of Allegiance.

**4. SPECIAL BUSINESS**

- A.** Proclamation designating October as Reentry and Returning Citizens Month.

Mayor Copeland presented Andre Carnegie, Board Member for Reaching Out From Within, and Andre Carson, a recent graduate of Reaching Out From Within with the Reentry and Returning Citizens month proclamation. Reaching Out From Within is a local organization which works in every Kansas prison to help inmates become successful and productive members of society.

**5. CONSENT AGENDA**

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

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

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

- A.** Consideration of approval of the City Council meeting minutes of October 1, 2019.  
Approved
- B.** Consideration of pawnbroker/precious metal dealer license applications for Warren Hannon and We Buy Gold, LLC.  
Approved
- C.** Consideration of the 2019 Subrecipient Agreements for Olathe's Community Development Block Grant (CDBG) projects.  
Approved
- D.** Consideration of Resolution 19-1060 authorizing the sale of certain Neighborhood Stabilization Program rental properties.  
Approved
- E.** Consideration of Consent Calendar.  
Approved
- F.** Consideration of Resolution No. 19-1061 authorizing a survey and description of land or interest to be condemned for the Mahaffie Circle Improvements Project, PN 3-C-107-17.  
Approved
- G.** Consideration of a Relocation Agreement with CenturyLink Communications, LLC for the Mahaffie Circle Improvements Project, PN 3-C-107-17.  
Approved
- H.** Consideration of Supplemental Agreement No. 2 with TranSystems Corporation for design of the Ridgeview, 143rd to 151st, Improvements Project, PN 3-C-058-19.  
Approved
- I.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to Beemer Construction Co., Inc. for construction of the Old 56 Highway Watermain Improvements Project, PN 5-C-016-18.

Councilmember McCoy stated we are happy to see we received seven bids on this project and the recommended bid is less than the

engineers estimate. Mr. McCoy said the purpose for the project is to help with water pressure problems and asked how we are doing on our water tanks in this area as it affects water pressure.

Beth Wright, Deputy Director of Public Works, stated tanks can affect water pressure, but for this project we believe it is the condition of the existing water main and need to increase the size due to the growth to the west.

Mr. McCoy asked if we need to plan for more water tanks in the future, or if it is adequate for now.

Ms. Wright stated it is adequate for the growth anticipated.

Councilmember Campbell asked if the contractor, Beemer Construction Company, has done previous work for us.

Ms. Wright stated the contractor had done work for us many years ago. Ms. Wright stated based on our contacts with others that the contractor is well respected, which makes us confident in their ability to do the work.

Motion by Bacon and seconded by Vogt to approve consent item I. The motion carried by the following vote:

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

**Absent:** Randall

- J.** Acceptance of bid and consideration of award of contract to Conrad Fire Equipment, Inc. for the purchase of one (1) Pierce Custom Pumper to outfit the Fire Department's new Station #8.

Approved

- K.** Consideration of award of contract to Staco Electric Construction Company for Electrical Services for the Facilities/Maintenance Division of Parks & Recreation.

Approved

- L.** Acceptance of proposals and consideration of award to Allen, Hibbs, & Houlik L.C. for audit services for the City of Olathe.

Approved

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

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- A.** Consideration of Ordinance 19-62 changing S Mahaffie Circle, lying adjacent to Lots 2, 3B, 3C, 4, 5 and 6, within Gateway Business Park and S Church Street, lying adjacent to lots 3, 6, and 6A, within Cedar Pointe, to S Mahaffie Street.

Councilmember Randall arrived at 7:11 p.m.

Motion by Bacon, seconded by Vogt to approve Ordinance No. 19-62.  
The motion carried by the following vote:

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

- B.** Consideration of Ordinance No. 19-63, UDO19-0001: Requesting approval regarding Proposed Amendments to Chapter 18.15 of the Unified Development Ordinance. Planning Commission recommends approval 7 to 0.

Motion by Randall, seconded by Bacon to approve Ordinance No. 19-63. The motion carried by the following vote:

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

**No:** Campbell

- C.** Consideration of Ordinance No. 19-64, UDO19-0002: Requesting approval regarding proposed amendments to Chapters 18.20, 18.30, 18.50, and 18.60 of the Unified Development Ordinance (UDO19-0002). Planning Commission recommends approval 7-0.

Motion by Randall, seconded by Bacon to approve Ordinance No. 19-64. The motion carried by the following vote:

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

**No:** Campbell

- D.** Consideration of Ordinance No. 19-50, RZ19-0006, requesting approval for a rezoning from CTY PEC-3 and M-2 to C-3 and preliminary development plan for Builders Stone on 17.34± acres; located west of Kansas City Road and north of 119th Street. Planning Commission recommends denial 7-0.

Aimee Nassif, Chief Planning and Development Officer completed a presentation and stated the request this evening is for consideration of the zoning only and not the preliminary development plan.

Councilmember Vogt stated what they are considering this evening is completely different than what she expected and believes they do not have all the information needed to make a decision tonight.



Councilmember Randall asked why staff and the Planning Commission recommended denial on the zoning.

Ms. Nassif stated what was before the Planning Commission was a mix of heavy industrial and commercial zoning with no option for all commercial.

Discussion by Councilmembers ensued regarding the zoning classifications being considered and uses.

Brandon Becker, Builders Stone applicant, gave a presentation and addressed Governing Body questions. Mr. Becker stated the C-3 stipulations proposed in the ordinance will handicap his ability to operate his business in this location.

Councilmembers expressed their appreciation that Builders Stone is an Olathe based company and would like to see Mr. Becker stay in Olathe and have a successful project.

Clay Blair, property owner, summarized that this is a simple request to maintain the zoning M-2 and C-3. Mr. Blair stated they are not requesting approval of the site plan and site elevation as that goes back to staff for negotiation. Mr. Blair stated not all the stipulations that Mr. Becker received less than 48 hours ago was what Mr. Becker had agreed with staff that he would do, which is build a brick masonry wall running north and south on the west side screening all the storage area to the west. Mr. Blair stated on the north it is screened by a five story Block (real estate firm) Amazon building and on the east the railroad tracks and Fry-Wagner (moving and storage) building. Mr. Blair stated he agreed to build a lengthy wall to screen and to not expand the storage yard anywhere on the property. Mr. Blair continued that Mr. Becker has now been confronted within the last two days with staff wanting to restrict his setbacks as well as other things. Mr. Blair stated Mr. Becker is not prepared to say that he accepts those conditions on C-3 because it is premature. Mr. Blair stated all they are asking for is the M-2 and C-3 and they will come back to you with the final plan, which they will work out with staff.

Mayor Copeland reminded Mr. Blair if the M zoning is granted and the stipulations bare out, that there are expectations that go with that.

Mr. Blair agreed and stated that he hoped the City would be open minded to give and take on this.

Councilmember Brownlee commented that we have to be careful that we have not set a bar that no one else is expected to meet. Ms. Brownlee stated that is what she is hearing in some of the discussions and we need to avoid that.

Councilmember Vogt stated to staff that she would like to know more about vehicle traffic and pedestrian traffic as well as what they plan to put up front as it makes a difference.

Mayor Copeland asked the City Attorney if the M zoning is granted and we do not come to terms on the final development plan what happens.

Ron Shaver, City Attorney, stated that the applicant cannot do their development as they see fit as they have to have a final site development plan to proceed and a building permit.

Mayor Copeland asked what the risks were to us approving a M zoning since we have ultimate control of what gets built there.

Mr. Shaver stated it is about the standards that the Governing Body wants to apply to the particular piece of property and the type of zoning. Mr. Shaver stated staff builds the standards based off the criteria within which zoning category the Governing Body has approved.

Councilmembers Vogt and Randall stated they would like to see this item tabled and for Planning staff and the applicant to work together on this and bring it back with more information

Motion by Vogt, seconded by Randall to table this item for three weeks allowing Planning to work with the applicant for whatever zoning they want to come before Council with, but with a clear plan so Council understands exactly the use by the applicant, which includes traffic, pedestrian and other items. Ms. Vogt continued that staff provides the applicant with appropriate information so they know what the UDO requires in those areas as well as what is allowed in M2. The motion carried by the following vote:

**Yes:** Bacon, Randall, McCoy, and Vogt

**No:** Brownlee, Campbell, and Copeland

## **7. NEW BUSINESS-ADMINISTRATION**

- A.** Consideration of Ordinance No. 19-65 approving and authorizing the City of Olathe, KS to enter into an omnibus amendment of bond documents relating to its taxable industrial revenue bonds (Blackbob KC Self Storage, LTD. Project), Series 2018.

Motion by Bacon, seconded by Vogt to approve Ordinance No. 19-65. The motion carried by the following vote:

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

- B.** Consideration of Ordinance No. 19-66 amending O.M.C. Chapter 2.34 pertaining to the Olathe Community Foundation.

Motion by Randall, seconded by Bacon to approve Ordinance No. 19-66. The motion carried by the following vote:

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

- C.** Consideration of Ordinance 19-67 amending Chapter 5.36 of the Olathe Municipal Code pertaining to massage therapy.

Motion by Randall, seconded by Bacon to approve Ordinance No. 19-67. The motion carried by the following vote:

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

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

Councilmember McCoy stated he attended the Olathe Parks and Recreation Foundation and wanted to thank Parks and Recreation and all volunteers for making Olathe the City that it is.

Councilmember Vogt stated she would see everyone Saturday for the grand opening of the Indian Creek Library.

Councilmember Randall encouraged everyone to come out and vote at the upcoming election.

Councilmember Campbell thanked all those who sent him get well wishes and apologized for missing the last two Council meetings.

Councilmember Brownlee pointed out that Assistant City Clerk, Brenda Long, was named the top administrative professional of the year in Kansas at the recent League of Kansas Municipalities conference.

Mayor Copeland thanked the Prairie Trail Middle School seventh grade Huskies football team as they clinched the City Championships this evening.

**9. END OF TELEVISED SESSION**

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

Heather Grimes, 703 N. Singletree Street, spoke in support of a non-discrimination ordinance.

Cheri Tabel, 12459 S. Acuff Court, spoke regarding the non-discrimination ordinance.

Bridgette Moore, 1305 N. Leeview Drive, spoke regarding the non-discrimination ordinance.

Kristen White, 12367 S. Parker Terrace, spoke in support of a non-discrimination ordinance.

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

Carolyn Finken-Dove, 610 N. Persimmon Drive, spoke in support of a non-discrimination ordinance.

Joan Gilson, 14382 W. 151st Terrace, No. 200, spoke in support of a non-discrimination ordinance.

Erika Lehman, 2019 E. Mohawk Court, spoke in support of a non-discrimination

ordinance.

Brooke McMahan, 14510 S. Mullen Street, spoke regarding the non-discrimination ordinance.

Joseph Powell, 14481 W. 122 Street, spoke against the non-discrimination ordinance.

Elisa Bienz, 845 N. Somerset Terrace, No. 106, spoke in support of a non-discrimination ordinance.

Angie Brotz, 12398 S. Parker Terrace, spoke against the non-discrimination ordinance.

Randy Powell, 14481 W. 122 Street, spoke against the non-discrimination ordinance.

Cate Eighmey, 2311 W. Trail Drive, spoke regarding the non-discrimination ordinance.

Wendy Budetti, 17446 W. 161 Street, spoke regarding the non-discrimination ordinance.

Matt Tormey, 1440 N. Hunter Drive, spoke against the non-discrimination ordinance.

Phyllis Tormey, 1440 N. Hunter Drive, spoke against the non-discrimination ordinance.

Robynn Andracsek, 11526 S. Roundtree Street, spoke regarding the non-discrimination ordinance.

Nikki McDonald, 14506 S. Darnell Street, spoke regarding the non-discrimination ordinance.

Lisa Lero, 410 E. Cedar Street, spoke regarding the non-discrimination ordinance.

Teresa Rose, 14510 S. Mullen Street, spoke against the non-discrimination ordinance.

Veronica Malone, 14405 Lucille Street, spoke regarding the non-discrimination ordinance.

Rick Gale, 1125 E. Prairie Street, spoke regarding the non-discrimination ordinance.

Jacob Swisher, 1308 E. 152 Street, spoke regarding the non-discrimination ordinance.

Danny Newby, 1320 W. 149 Street, spoke against the non-discrimination ordinance.

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

### **A. DISCUSSION ITEMS**

#### **1. Public Works Department Activities and Initiatives.**

A presentation was completed by Public Works Director Mary Jaeger.

## **12. ADDITIONAL ITEMS**

Councilmember McCoy complimented Public Works on the services they provide to our citizens.

Councilmember Vogt asked staff to to check the lighted street sign at Ridgeview and 116th as it is blinking.

Councilmember Bacon asked staff to check the City monument sign on the southside of the City along I-35 as it appears to be out.

Councilmember Brownlee stated during public comments a citizen stated that the Council was not looking at the speakers. Ms. Brownlee held up notes she stated she takes during the public comment session to refer back to and she said this is the reason why she was not making eye contact with speakers. Ms. Brownlee asked for Councilmembers thoughts about electronic signs as someone had approached her and stated they were interested in electronic

signs. Ms. Brownlee stated she would appreciate Council's feedback. Ms. Brownlee also mentioned artwork painted on privacy fences and if that is something they need to address at some point as there is concern.

Mayor Copeland invited Assistant City Manager, Susan Sherman, to give the details of the upcoming Indian Creek Library grand opening.

### **13. ADJOURNMENT**

The meeting adjourned at 9:27 p.m.

David F. Bryant III, MMC  
Deputy City Clerk



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 11/5/2019

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**DEPARTMENT:** Resource Management

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

**SUBJECT:** Consideration of cereal malt beverage license applications for calendar year 2020.

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**ITEM DESCRIPTION:**

Consideration of cereal malt beverage license applications for calendar year 2020.

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**SUMMARY:**

The applications for the following businesses have met the necessary requirements for issuance of cereal malt beverage licenses are recommended for approval by staff. The applications are available for review in the City Clerk's Office.

Name	License #	Site
Wal-Mart Market #4198	20-01	18555 W. 151 <sup>st</sup> Street
Wal-Mart Supercenter #577	20-02	13600 S. Alden Street
Wal-Mart Supercenter #4475	20-03	395 N. K-7 Hwy
Casey's General Store #3641	20-04	13406 W. 151 <sup>st</sup> Street
*BCS Sales, Inc. - La Nortena	20-05 & 20-06	905 S. Parker Street
Hong Kong Star	20-07	918 E. Highway 56
Olathe West Pizza Shoppe	20-08	736 W. Park
Pizza Shoppe-Ridgeview	20-09	1805 S. Ridgeview
*El Taco Miendo Mexican	20-10 & 20-11	401 S. Parker Street
Jasmine Pavilion Chinese	20-12	15040 S. Black Bob Road
Hy-Vee	20-13	14955 W. 151 <sup>st</sup> . Street
Hy-Vee	20-14	18101 W. 119 <sup>th</sup> Street
Hy-Vee Gas # 2	20-15	17901 W. 119 <sup>th</sup> Street
CVS Pharmacy #5156	20-16	18351 W. 119 <sup>th</sup> Street
CVS Pharmacy #5257	20-17	1785 S. Mur-Len Road
CVS Pharmacy #5274	20-18	1075 W. Santa Fe
Target #1543	20-21	20255 W. 154 <sup>th</sup> Street
Target #1756	20-22	15345 W. 119 <sup>th</sup> Street
Price Chopper	20-23	175 N. Parker
Aldi #94	20-24	20250 W. 154 <sup>th</sup> Street
Walgreens #04665	20-27	13450 S. Black Bob Road
Walgreens #6112	20-28	16055 W. 151 <sup>st</sup> Street
Walgreens #4183	20-29	545 E. Santa Fe
7-Eleven #24465	20-33	951 S. Parker Street
QuikTrip #212	20-34	18619 W. 151 <sup>st</sup> Street
QuikTrip #182	20-35	1234 E. Santa Fe
QuikTrip #206	20-36	15650 W. 135 <sup>th</sup> Street



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**MEETING DATE:** 11/5/2019

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QuikTrip #252	20-39	1051 W. Dennis Ave.
Smoke Hut	20-40	130 B S. Clairborne

\*These businesses have applied for consumption on premises and sale at retail.

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**FINANCIAL IMPACT:**

License fees as established in Title 7 of the Olathe Municipal Code in the amount of \$200 for consumption on the premises, \$50 for sale at retail and separate \$25 stamp fee for the State of Kansas have been collected for each license application.

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**ACTION NEEDED:**

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

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**ATTACHMENT(S):**

None



# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright and Brenda Long

SUBJECT: Consideration of new drinking establishment license for El Saguaro Mexican Grill II, LLC, located at 920 E. Old 56 Hwy and renewal applications for Mission Bowl, located at 1020 S. Weaver, Austin's Bar and Grill, Inc. located at 2103 E. 151st Street and Johnny's Tavern Ridgeview, Inc., located at 10384 Ridgeview.

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### ITEM DESCRIPTION:

Consideration of new drinking establishment license for El Saguaro Mexican Grill II, LLC, located at 920 E. Old 56 Hwy and renewal applications for Mission Bowl, located at 1020 S. Weaver, Austin's Bar and Grill, located at 2103 E. 151st Street and Johnny's Tavern Ridgeview, Inc., located at 10384 Ridgeview.

---

### 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.

---

El Saguaro Mexican Grill II, LLC  
920 E. Old 56 Hwy  
Olathe, KS 66061

Mission Bowl  
1020 S. Weaver  
Olathe, KS 66061

Johnny's Tavern  
10384 S Ridgeview Rd.  
Olathe, KS 66061

Austin's Bar and Grill, Inc.  
2104 E. 151<sup>st</sup> Street  
Olathe, KS 66062

---

### FINANCIAL IMPACT:

The license fee as established in Title 7 of the Olathe Municipal Code in the amount of \$500.00 for a drinking establishment has been collected for these license applications.

---

### ACTION NEEDED:

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

---

### ATTACHMENT(S):

- A. El Saguaro Mexican Grill - Staff Recommendations
  - B. Johnny's Tavern - Staff Recommendations
  - C. Mission Bowl - Staff Recommendations
  - D. Austin's Bar and Grill - Staff Recommendations
-

## Brenda Long

---

**From:** Brenda Long  
**Sent:** Monday, September 16, 2019 8:12 AM  
**To:** Benjamin Laxton; Carl Anderson; Curtis Bowman; Dennis Pine; GIS Shared; James Gorham; Rachelle Breckenridge  
**Subject:** DEL - El Saguaro Mexican Grill II 09-12-19  
**Attachments:** DEL - El Saguaro Mexican Grill II 09-12-19.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 10/14/2019 4:18 PM
	Carl Anderson	Approve: 9/23/2019 3:48 PM
	GIS Shared	Approve: 9/16/2019 9:05 AM
	James Gorham	Approve: 9/17/2019 9:51 PM
	Rachelle Breckenridge	Approve: 10/15/2019 6:27 PM

Please use the voting tab to make comments and recommendations for the attached new drinking establishment license application by, September 23.

[Brenda Long](#), Assistant City Clerk

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

Resource Mgmt | City of Olathe, Kansas

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



RECEIVED

SEP 12 2019

CITY OF OLATHE  
CITY CLERK OFFICE

CITY OF OLATHE



DRINKING ESTABLISHMENT LICENSE APPLICATION

Date: 9-11-19 Business Phone: 913-575-4288

Name of Applicant: Maricela Perez Bojorquez

Business Address of Applicant: 1424 N Anne Shirley Dr Olathe KS 66061  
City State Zip

E-mail Address of Applicant (optional): maricela.perez55@live.com

Legal description of premises: 920 E Old Hwy 56

Owner of premises (if different than applicant): THS Investments LLC

Address of owner of premises: 11968 W 119th St Overland Park KS 66213  
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.

Maricela Perez Bojorquez  
Name of Applicant (Print Please)

State of Kansas

x Maricela Perez  
Signature

County of Johnson

Owner  
Title

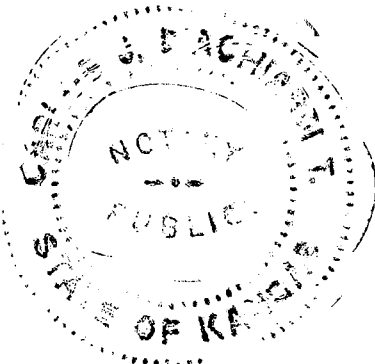
Carlos J. D'Achiardi  
Notary

Sworn and subscribed before me this

SEAL  
Carlos J. D'Achiardi This 11 day of Sept, 2019

Notary Public  
State of Kansas

MY COMMISSION ENDS 2-26-2022



# Cash Receipt



Receipt #: 48358  
User: JOLENEP  
Dept: CC  
Date: 09/12/2019  
Time: 12:35:07

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

Customer: El Saguaro Mexican Grill

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT \_\_\_\_\_

Item	Description	Notes	Amount
DRINKING ESTAB	El Saguaro II NEW	MO	\$500.00
<b>**Final**      Total Received</b>			<b>\$500.00</b>

## Brenda Long

---

**From:** Brenda Long  
**Sent:** Friday, October 11, 2019 10:18 AM  
**To:** Benjamin Laxton; Carl Anderson; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Jo Prochko; Rachelle Breckenridge  
**Subject:** DEL - Johnny's Tavern 10-11-19  
**Attachments:** DEL - Johnny's Tavern 10-11-19.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 10/11/2019 7:00 PM
	Carl Anderson	Approve: 10/25/2019 10:38 AM
	Dianna Wright	Approve: 10/11/2019 11:35 AM
	GIS Shared	Approve: 10/14/2019 8:44 AM
	James Gorham	Approve: 10/11/2019 10:22 AM
	Rachelle Breckenridge	Approve: 10/28/2019 4:21 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by October 18.

[Brenda Long](#), Assistant City Clerk

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

Resource Mgmt | City of Olathe, Kansas

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





To: Brenda Long, Assistant City Clerk  
From: Dianna Wright, Director of Resource Management  
Subject: Liquor License Renewal  
Date: October 11, 2019

Resource Management is in receipt of Johnny's Tavern Ridgeview, Inc (dba Johnny's Tavern) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for of Johnny's Tavern Ridgeview, Inc (dba Johnny's Tavern), 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

OCT 11 2019

CITY OF OLATHE



CITY OF OLATHE  
CITY CLERK OFFICE

DRINKING ESTABLISHMENT LICENSE APPLICATION

Date: 10/2/19 Business Phone: 913-378-0744

Name of Applicant: Johnny's Tavern

Business Address of Applicant: 10384 S. Ridgeway Rd. Olathe, KS 66061  
City State Zip

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

Legal description of premises: Restaurant/Bar

Owner of premises (if different than applicant): \_\_\_\_\_

Address of owner of premises: 10384 S. Ridgeway Rd. Olathe, KS 66061  
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.

Amy Taylor  
Name of Applicant (Print Please)

Amy Taylor Amy Taylor  
Signature

Managing Partner  
Title

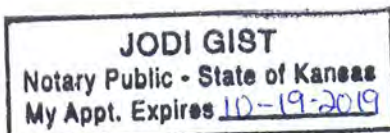
State of Kansas

County of Johnson

Jodi Gist  
Notary

Sworn and subscribed before me this

This 2nd day of Oct., 2019



SEAL



# Cash Receipt



Receipt #: 48741  
User: JOLENEP  
Dept: CC  
Date: 10/11/2019  
Time: 9:42:18

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

Customer: Johnny's Tavern

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT \_\_\_\_\_

Item	Description	Notes	Amount
DRINKING ESTAB	Johnny's Tavern RENEW	19238	\$500.00
<b>**Final**      Total Received</b>			<b>\$500.00</b>

## Brenda Long

---

**From:** Brenda Long  
**Sent:** Thursday, October 10, 2019 4:50 PM  
**To:** Benjamin Laxton; Carl Anderson; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Jo Prochko; Rachelle Breckenridge  
**Subject:** DEL - Mission Bowl 10-10-19  
**Attachments:** DEL - Mission Bowl 10-10-19.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 10/11/2019 6:58 PM
	Carl Anderson	Approve: 10/25/2019 12:09 PM
	Dianna Wright	Approve: 10/11/2019 9:30 AM
	GIS Shared	Approve: 10/14/2019 8:38 AM
	James Gorham	Approve: 10/17/2019 11:49 AM
	Rachelle Breckenridge	Approve: 10/28/19 4:17 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by October 17.

[Brenda Long](#), Assistant City Clerk

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

Resource Mgmt | City of Olathe, Kansas

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





To: Brenda Long, Assistant City Clerk  
From: Dianna Wright, Director of Resource Management  
Subject: Liquor License Renewal  
Date: October 17, 2019

Resource Management is in receipt of Mission Recreation, Inc. (dba Mission Bowl) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for Mission Recreation, Inc. (dba Mission Bowl), 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

OCT 10 2019

CITY OF OLATHE

CITY OF OLATHE  
CITY CLERK OFFICE

## DRINKING ESTABLISHMENT LICENSE APPLICATION



Date: 9-9-19 Business Phone: 913-782-0279  
Name of Applicant: Mission Bowl  
Business Address of Applicant: 1020 S. Weaver Olathe, Ks 66061  
City State Zip  
E-mail Address of Applicant (optional): Ctmissionbowl@yahoo.com  
Legal description of premises: 24 lane bowling center along  
with snack bar  
Owner of premises (if different than applicant): Beverly O'Donnell  
Address of owner of premises: 9211 Beverly Overland Park Ks 66207  
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.

Cynthia Thomas  
Name of Applicant (Print Please)

Cynthia Thomas  
Signature

General Manager/owner  
Title

State of Kansas

County of Johnson

Jolene Prochko  
Notary



SEAL

Sworn and subscribed before me this  
This 10th day of October, 2019



# Cash Receipt



Receipt #: 48733  
User: JOLENEP  
Dept: CC  
Date: 10/10/2019  
Time: 11:50:42

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

Customer: Mission Bowl

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT \_\_\_\_\_

Item	Description	Notes	Amount
DRINKING ESTAB	Mission Bowl RENEW	2183	\$500.00
<b>**Final**      Total Received</b>			<b>\$500.00</b>

## Brenda Long

---

**From:** Brenda Long  
**Sent:** Tuesday, October 22, 2019 9:50 AM  
**To:** Benjamin Laxton; Carl Anderson; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Jo Prochko; Rachelle Breckenridge  
**Subject:** DEL - Austin's Bar & Grill\_151st St 10-17-19  
**Attachments:** DEL - Austin's Bar & Grill\_151st St 10-17-19.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 10/25/2019 6:52 PM
	Carl Anderson	Approve: 10/25/2019 12:09 PM
	Dianna Wright	Approve: 10/28/2019 9:30 AM
	GIS Shared	Approve: 10/24/2019 1:48 PM
	James Gorham	Approve: 10/22/2019 12:41 PM
	Rachelle Breckenridge	Approve: 10/28/2019 4:00 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by October 29.

[Brenda Long](#), Assistant City Clerk

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

Resource Mgmt | City of Olathe, Kansas

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





To: Brenda Long, Assistant City Clerk  
From: Dianna Wright, Director of Resource Management  
Subject: Liquor License Renewal  
Date: October 28, 2019

Resource Management is in receipt of Austin's Bar & Grill, Inc (2103 E 151<sup>st</sup> Street) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for Austin's Bar & Grill, Inc (2103 E 151<sup>st</sup> Street), 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

OCT 17 2019

CITY OF OLATHE



CITY OF OLATHE  
CITY CLERK

DRINKING ESTABLISHMENT LIQUOR LICENSE APPLICATION

Date: 10/17/19 Business Phone: 913-829-2106

Name of Applicant: Austin's Bar & Grill Inc.

Business Address of Applicant: 2103 E 151st ST Olathe KS 66062  
City State Zip

E-mail Address of Applicant (optional): kirk.adams@att.net

Legal description of premises: Mur-Len Shopping Center Lots 6 & 7  
aKa Scarborough Center

Owner of premises (if different than applicant): 151st Street DMP LLC

Address of owner of premises: 12721 Metcalf Ave Suite 200 Overland Park KS 66213  
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.

KIRK ADAMS  
Name of Applicant (Print Please)

SK  
Signature

CO-OWNER.  
Title

State of Kansas

County of Johnson

Jolene Prochko  
Notary

Sworn and subscribed before me this

This 17th day of October, 2019

SEAL





# Cash Receipt



Receipt #: 48831  
User: JOLENEP  
Dept: CC  
Date: 10/17/2019  
Time: 15:18:09

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

Customer: Austin's Bar & Grill

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT \_\_\_\_\_

Item	Description	Notes	Amount
DRINKING ESTAB	Austin's Bar & Grill 151st St	4681	\$500.00
<b>**Final**      Total Received</b>			<b>\$500.00</b>



# City of Olathe

## COUNCIL AGENDA ITEM

---

MEETING DATE: 11/5/2019

---

DEPARTMENT: City Manager's Office

STAFF CONTACT: Kim Delana

SUBJECT: Consideration of business expense statement for Michael Wilkes for expenses incurred to attend the ICMA Annual Conference in Nashville, TN, October 18 - 24, 2019.

---

ITEM DESCRIPTION:

Consideration of business expense statement for Michael Wilkes for expenses incurred to attend the ICMA Annual Conference in Nashville, TN, October 18 - 24, 2019.

---

SUMMARY:

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

---

FINANCIAL IMPACT:

See attached statement

---

ACTION NEEDED:

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

---

ATTACHMENT(S):

Business Expense Statement

---



Complete the yellow cells

## Business Expense Statement (BES)

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

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

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

Name:	Michael Wilkes	Employee #	124702	Department:	CMO
Business Expense Purpose:	ICMA Annual Conf			Destination:	Nashville, TN
Departure Date:	10/18/19	Return Date:	10/24/19		
Comments:	0			E1 Budgeted Acct #	1001020.62220
Sharing hotel room? Whom with: 0					

Total Expenses from TRA	BES	Paid with City PCard	Paid to Vendor	Paid by Employee	
Registration: 720.00	Registration: 720.00	✓			
Airfare: 374.94	Airfare:			347.94	✓
Lodging: 1,374.25	Lodging:			1,408.25	✓
Car Rental: 400.00	Car Rental:			292.38	✓
KCI Airport parking: 54.00	KCI Airport parking:			101.27	✓
		Meals Overnight Travel Search for City on GSA.gov website			
		M&IE Meal breakdown will auto populate			
Per Diem for Meals: 305.00	Per Diem for Meals:			305.00	✓
	STOP	Go to Page 2 Now and complete then RETURN here to allocate expense & complete the BES			
	Allocate Page 2 Totals to yellow cells	Paid with City PCard	Paid to Vendor	Paid by Employee	Totals from page 2
Private Vehicle Mileage: 46.40	Mileage:			46.40	✓
Cab/Shuttle fares/	Cab/Shuttle fares/				
Tolls/Baggage fees: 100.00	Tolls/Baggage fees:				
Fuel - City Vehicle:	Fuel - City Vehicle:				
	Business Meeting:				
Miscellaneous Expense: 33.00	Miscellaneous Expense:			10.00	✓
TOTAL TRA ESTIMATED EXPENSES 3,407.59	TOTAL EXPENSES 3,231.24				10.00

Per Diem: Rate # of days

61.00	5.0	305.00
-------	-----	--------

Meals Provided will deduct from per diem:

Breakfast	14.00	-
Lunch	15.00	-
Dinner	27.00	-

Comments:

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

**REVIEWED**

By Tracy Fiorini at 11:34 am, Oct 31, 2019

Total Expensed paid by employee 2,511.24 ✓

Travel Advance issued to Employee

Amount owed Employee/ (owed to City) 2,511.24 ✓

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

Page 1 of 2

Employee Signature

Date

Division Manager Signature

Date

Department Manager

Date

City Manager Signature (if required)

Date



# City of Olathe

## COUNCIL AGENDA ITEM

---

MEETING DATE: 11/5/2019

---

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Brenna Kiu, Planning Intern and Kim Hollingsworth, Senior Planner

SUBJECT: SU19-0004: Special use permit renewal for keeping chickens on a residential lot less than 3 acres. Owner/Applicant: Jennifer and John Sanjean

---

### ITEM DESCRIPTION:

Consideration of Resolution 19-1062, SU19-0004, for approval of a special use permit renewal (SU19-0004) for keeping chickens on a residential lot less than three (3) acres, 0.27± acres; located at 589 W. Layton Street. Planning Commission recommends approval 8 to 0.

---

### SUMMARY:

This is a request for renewal of an existing Special Use Permit to allow the property at 589 W. Layton Street to keep 6 chickens on a lot less than 3 acres in size. Per the Unified Development Ordinance (UDO) Section 18.50.030.B, a Special Use Permit is required to keep chickens on a residential lot less than 3 acres. The existing Special Use Permit was approved in 2014 (SU14-0006) for 6 chickens and this is the first renewal request of this special use permit.

The property currently contains a single-family home with the chicken coop in the rear yard. The coop is more than 6 feet from all property boundaries and 40 feet from the nearest neighboring dwelling unit, in compliance with requirements under (UDO) Section 18.30.270.D. The chickens have a 24 sq. ft. indoor coop and a 400 sq. ft. outdoor enclosure that is topped with bird netting as a roof. The chickens are tended to three times daily, and the waste is composted for the applicant's own garden. The City has not received any complaints regarding the keeping of these animals on the property during the duration of the initial permit.

The Planning Commission conducted a public hearing on October 14, 2019. The Planning Commission recommended approval, with an 8-0 vote, of SU19-0004 for a 10-year time limit with stipulations as stated in the Planning Commission minutes.

---

### FINANCIAL IMPACT:

None

---

### ACTION NEEDED:

1. Adopt Resolution No. 19-1062 to approve a Special Use Permit for keeping chickens on a residential lot less than 3 acres as stipulated by the Planning Commission.
  2. Deny Resolution No. 19-1062 (5 positive votes required) for a Special Use Permit for keeping chickens on a residential lot less than 3 acres as stipulated by the Planning Commission.
  3. Return the Special Use Permit application to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or deny.
-

---

MEETING DATE: 11/5/2019

---

---

ATTACHMENT(S):

- A. Planning Commission Packet
- B. Planning Commission Minutes
- C. Resolution No. 19-1062



City of Olathe  
Planning Division

## STAFF REPORT

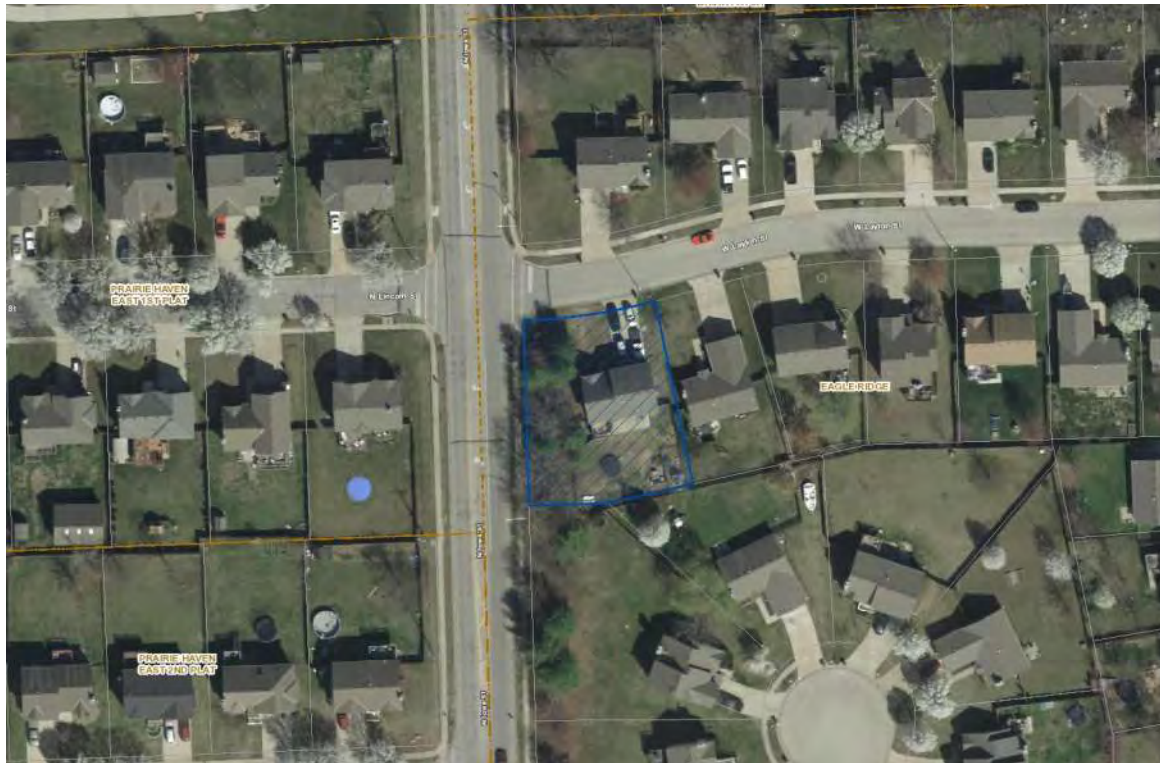
Planning Commission Meeting: October 14, 2019

<b>Application:</b>	<b><u>SU19-0004</u>: Renewal of a special use permit for keeping chickens on a lot less than three (3) acres</b>
<b>Location:</b>	589 W Layton St.
<b>Owner/Applicant:</b>	Jennifer & John Sanjeen
<b>Staff Contact:</b>	Brenna Kiu, Planning Intern

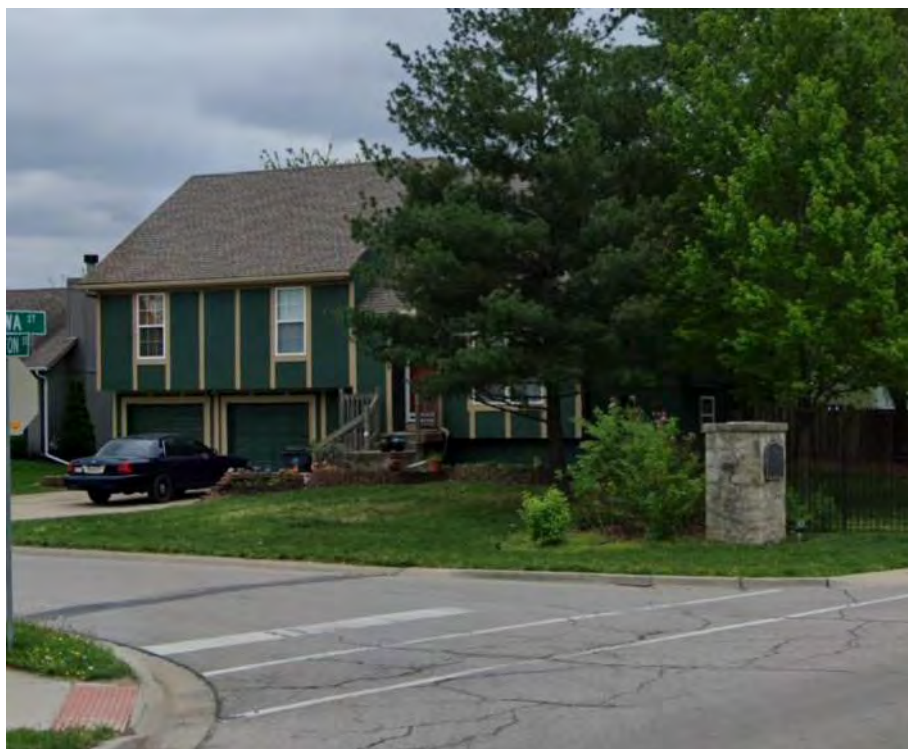
<b>Site Area:</b>	<u>0.27± acres</u>	<b>Proposed Use:</b>	<u>Keeping chickens on a residential lot less than three (3) acres</u>
	<b>Land Use</b>	<b>Zoning</b>	<b>Comprehensive Plan Designation</b>
<b>Site</b>	<u>Single-family home</u>	<u>R-1</u>	<u>Conventional Neighborhood</u>
<b>North</b>	<u>Single-family home</u>	<u>R-1</u>	<u>Conventional Neighborhood</u>
<b>East</b>	<u>Single-family home</u>	<u>R-1</u>	<u>Conventional Neighborhood</u>
<b>South</b>	<u>Single-family home</u>	<u>R-1</u>	<u>Conventional Neighborhood</u>
<b>West</b>	<u>Single-family home</u>	<u>R-1</u>	<u>Conventional Neighborhood</u>

### 1. Comments:

This is a request for a Special Use Permit renewal to allow the property at 589 W Layton Street to keep 6 laying chickens on a lot less than 3 acres. The applicant received approval for a Special Use Permit with a five-year time limit in 2014 (SU14-0006) for 6 chickens. This application is the first renewal of this special use request. A Special Use Permit is required to keep chickens on a residential lot less than 3 acres.



*Site Aerial*



*Street View*



## **2. Details of Proposal:**

The applicant is requesting to keep 6 laying hens at any one time. Chickens are kept as a fresh source of food, for environmental sustainability practices, for hobby, and as an educational tool for applicant's children. Only hens are kept on the property.

The property contains a single-family home with the chicken coop placed in the southwest corner of the rear yard. The coop is more than 6 feet from the rear and side property lines and more than 40 feet from the nearest neighboring dwelling unit which is compliant with setback requirements per UDO Section 18.30.270.D. The coop is made out of a converted garden shed measuring approximately four feet by six feet. The chickens have access to an outdoor enclosure. The enclosure measures twenty feet by twenty feet, and is made out of two large dog kennels topped with bird netting. The chickens are tended to at least three times per day. The coop is cleaned, and waste composted for the applicants' own garden.

## **3. Public Notification**

Per the requirements of the Unified Development Ordinance (UDO), the applicant notified all property owners within two hundred (200) feet of this property via certified mail. The applicant has provided staff with certified mail receipts and staff has verified all property owners have been properly notified.

No neighborhood meeting was required as there is no development associated with this request. Additionally, staff has not received any complaints concerning the chickens and there have been no code violations.

## **4. Staff Analysis:**

Staff supports the applicant's request for 6 chickens since there have been no violations from animal control, Planning staff has not received any complaints and the chickens are kept in a large, well maintained coop. Also, any special use permit can be remanded back to Planning Commission and City Council for review if any issues arise.

## **5. Time Limit:**

Per Section 18.40.100.F.4 of the UDO, the Planning Commission may recommend, and the Governing Body shall grant or extend a permit for any period as is warranted under the circumstances.

The applicant is requesting a 10-year time limit. Staff is supportive for reasons listed under staff analysis.

## **6. Staff Recommendation:**

a. Staff recommends approval of SU19-0004, for the following reasons:

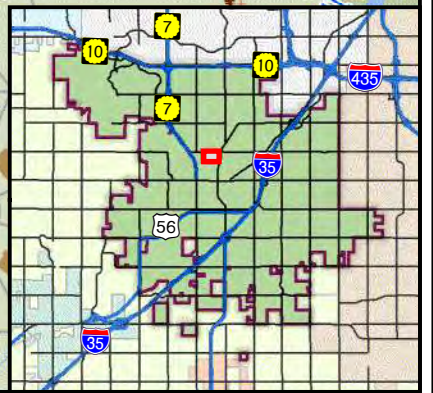
- (1) The proposal conforms to the Goals, Objectives and Policies of the *Comprehensive Plan*.
- (2) The proposal complies with the Unified Development Ordinance (UDO) criteria for considering special use permit requests.



- (3) The applicant has not received any complaints since the approval of the first Special Use Permit, SU14-0006.
- b. Staff recommends approval of SU19-0004 subject to the following stipulations:
  - (1) The Special Use Permit is valid for a period of 10 years following Governing Body approval, with an expiration date of November 5, 2029.
  - (2) The property will be limited to a maximum of 6 chickens at any one time.
  - (3) The raising of the chickens shall be limited to personal (hobby) purposes only. Chickens may not be bred, boarded or sold for commercial purposes.
  - (4) No roosters will be kept on the property at any time.



Attachment A



User: jaredmd  
Date: 10/07/2019

# SUP RENEWAL - CHICKENS

## SU19-0004



## Statement of Purpose

I am re-applying for a special use permit to keep my six laying hens in my backyard. I've had the permit since 2013 and have had no violations in this time. My chickens are viewed as pets and as an educational tool for my children to experience the cycle of life as well as looking at greener living through control of landfill waste. This goes well beyond what they can learn in a classroom setting.

I currently am approved to have 6 hens, kept in a fully fenced enclosure that is within my fenced backyard. The enclosure has changed slightly since the 2014 approval. The enclosure is approximately 20 ft by 20 ft (the previous enclosure was 12x30). It consists of two standard metal dog kennels, put together to form a square-ish enclosure. Inside the enclosure is a 4x6 plastic garden shed converted to be a coop for the chickens to roost in at night and lay their eggs. The top of the enclosure has been secured with bird netting to keep flying predators out as well as contain the chickens so they do not become a nuisance to our neighbors, their yards or traffic ways. The coop itself is at least 15 feet from the property line and about 75 feet from the closest neighboring house. We've moved the coop to the other side of the yard, using existing mulberry trees for some shade for the hens and to keep an appearance of a garden which is less visible to the neighboring properties. I would like the opportunity to renew the permit to allow us to have up to 6 laying chickens at any time. Hens only lay eggs regularly for a few years, so it would be important to have a revolving flock of about 6 layers at a time, keeping others either as young chickens that do not yet lay, or older chickens suitable only as a pet. I do not plan to ever have any roosters.

Our most important aspect is our children's education and down to earth teachings which help produce future responsible adults in our society. We strongly believe in teaching our kids about the importance of being "green" and raising a small flock supports this endeavor from just one point of life. The chickens eat a variety of scrap foods from everyday meal preparation that would normally be thrown out in the trash and take up space in a landfill. The numbers are quite staggering and have personally helped our family to stop about 700lbs of insect attracting refuse from going to the landfill yearly. They also eat a variety of garden insects including flies, ants, spiders, grubs and mosquitos. This cuts back on the amount of chemical pesticides needed to be applied to our lawn. They even love dandelions and other undesirable broadleaf grasses, cutting back on the amount of weed killer used. We all benefit from fewer chemicals in the water tables from insecticides and herbicides. After eating all of these undesirable things, they provide wholesome eggs for us to eat, much safer and without steroids and harmful agents used in commercial production. This too cuts back on the amount of egg cartons purchased at the grocery store only to be thrown into the trash and ultimately end up in the landfill. Since my husband's diabetes diagnosis and disability, having a fresh, quality, organic protein source has become imperative to his health.

Chicken waste is not a problem with a small flock as it has less smell than the common household dog waste. Their manure is very nitrogen rich and can be quickly raked up and into the compost pile. It quickly breaks down and becomes usable natural fertilizer for the garden.

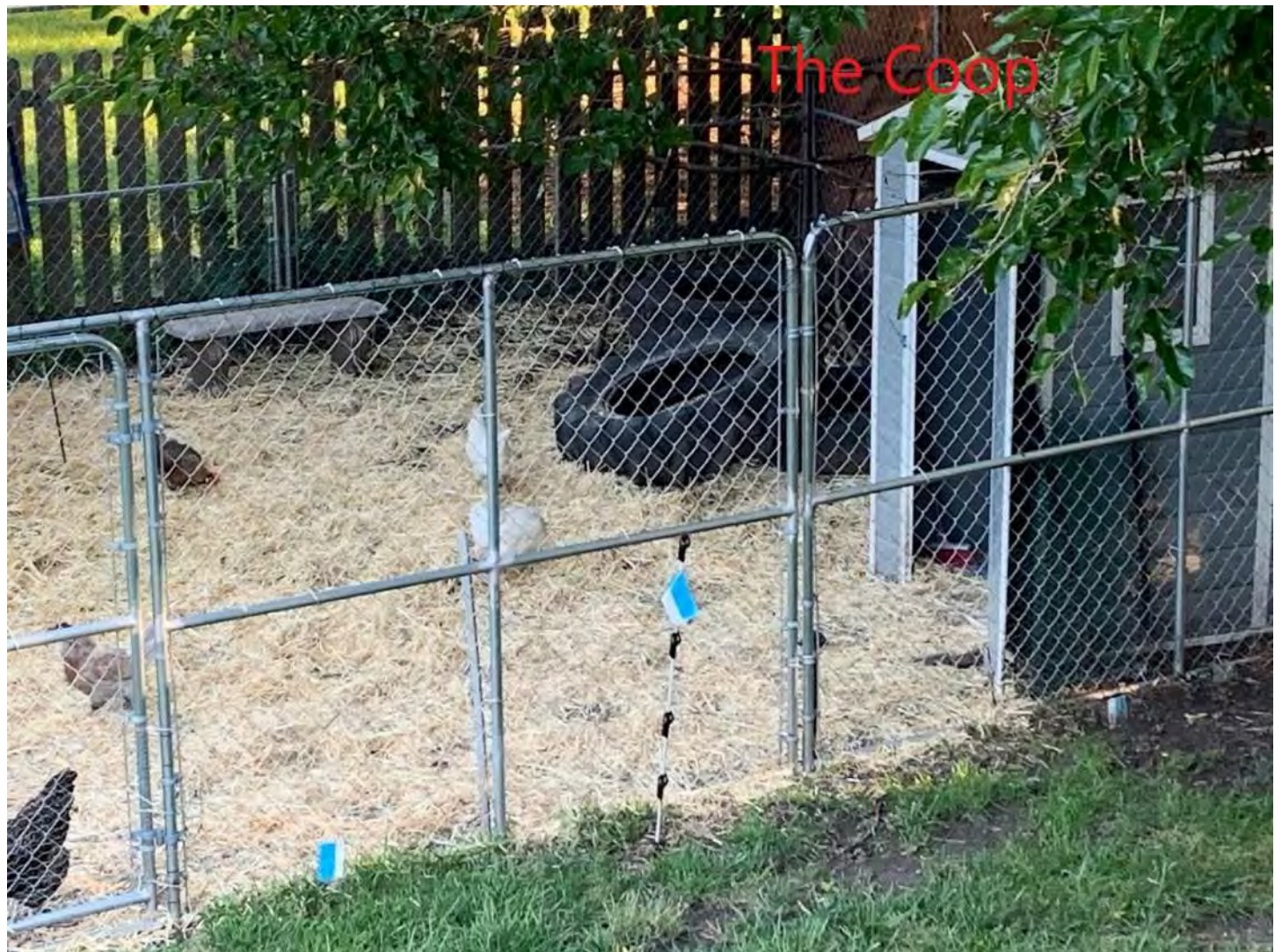
Noise from the hens is not a bother either. Laying hens, at their loudest, have about the same decibel level as human conversation (65 decibels). The noise level of the average barking dog is 90 decibels.

The chickens are tended to at least three times a day. At about sunrise, they are let out of their coop and into their yard enclosure. They are fed at this time of day. Later in the afternoon, their eggs are collected and the pen checked for safety and cleanliness. At sunset they usually go into their coop on their own to "roost" for the night. I go out to lock the door and make sure it is secure.

As you can see this provides a rich learning tool as well as helping Olathe continue to promote green and healthy living.

I would like to re-apply for a permit good for ten years as we are making hen keeping a way of life for my family.







Planning Division

## MINUTES

### Planning Commission Meeting: October 14, 2019

<b>Application:</b>	<b><u>SU19-0004</u>: Renewal of a special use permit for keeping chickens on a lot less than three (3) acres</b>
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**Dan Fernandez, Planner II**, presented a request for a special use permit renewal to allow the property at 589 West Layton Street to keep six chickens on a residential lot less than three acres. The original special use permit was approved in 2013 for one year and renewed in 2014 for five years. The site is a single-family home. Mr. Fernandez provided photos of the home and the coop. There are no changes to the request, and there have been no violations of the special use permit. Staff supports applicant's request for a 10-year special use permit because there have been no complaints reported to the Planning Division or Animal Control.

**Chair Vakas** opened the public hearing and asked the applicant to come forward. **Jennifer Sanjeen, 589 West Layton Street**, Applicant, approached the podium. She confirmed she is requesting a renewal of the special use permit and asking for a 10-year permit. She believes the chickens are good for their health and environment. **Comm. Freeman** asked if there are any other restrictions for chickens in this neighborhood. **Ms. Sanjeen** responded that there are not.

*Motion to close the public hearing was made by Comm. Nelson and seconded by Comm. Freeman.*

*Motion passed 8-0.*

**Comm. Nelson** stated that he supports a 10-year special use permit.

*Motion to recommend SU19-0004 for approval was made by Comm. Nelson and seconded by Comm. Munoz, for the following reasons:*

- (1) The proposal conforms to the Goals, Objectives and Policies of the *Comprehensive Plan*.
- (2) The proposal complies with the Unified Development Ordinance (UDO) criteria for considering special use permit requests.
- (3) The applicant has not received any complaints since the approval of the first Special Use Permit, SU14-0006.

*Comm. Nelson's motion included recommending that the following stipulations be included:*

- (1) The Special Use Permit is valid for a period of 10 years following Governing Body approval, with an expiration date of November 5, 2029.
- (2) The property will be limited to a maximum of 6 chickens at any one time.

SU19-0004 (Minutes)

October 14, 2019

Page 2

- (3) The raising of the chickens shall be limited to personal (hobby) purposes only. Chickens may not be bred, boarded or sold for commercial purposes.
- (4) No roosters will be kept on the property at any time.

*Aye: Youker, Sutherland, Freeman, Nelson, Allenbrand, Munoz, Corcoran, Vakas (8)*

*No: (0)*

*Motion was approved 8-0.*

**RESOLUTION NO. 19-1062**

**A RESOLUTION GRANTING RENEWAL OF A SPECIAL USE PERMIT TO ALLOW CHICKENS TO BE KEPT ON A RESIDENTIAL LOT LESS THAN THREE ACRES SUBJECT, HOWEVER, TO THE STIPULATIONS HEREINAFTER MORE FULLY EXPRESSED.**

**WHEREAS**, Application No. SU19-0004 was filed with the City of Olathe, Kansas, on the 20<sup>th</sup> day of August 2019; and

**WHEREAS**, said Application requested that the City Council of the City of Olathe, Kansas, issue a renewal of a special use permit to allow chickens to be kept on a residential lot less than three acres on the following described property:

EAGLE RIDGE LT 57 OLC 207 1 57

**WHEREAS**, such property is zoned R-1; and

**WHEREAS**, Chapter 18.40 and 18.20 of the Unified Development Ordinance authorizes the establishment of such a use in such zoned area upon the issuance of a special use permit; and

**WHEREAS**, the Planning Commission and the City Council of the City of Olathe, Kansas, having given the requisite notices by publication and otherwise, and after holding a public hearing on the 14<sup>th</sup> day of October 2019, and affording a full and fair hearing to all the property owners, generally, and to other interested persons situated in the affected area or in the vicinity thereof; and

**WHEREAS**, the Planning Commission of the City of Olathe, Kansas, has recommended that the renewal of the special use permit be granted; and

**WHEREAS**, the City Council is of the opinion that such renewal of the special use permit should be granted subject to the conditions set out herein. The following conditions apply:

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

**SECTION ONE:** That Application No. SU19-0004 requesting the issuance of a renewal of a special use permit to allow chickens to be kept on a residential lot less than three acres on the previously described property, which is presently zoned as R-1, is hereby approved.

**SECTION TWO:** That this special use permit renewal is approved and granted upon the following stipulations and in conformance with Chapter 18.40 and Chapter 18.20 of the Unified Development Ordinance:

- (1) The Special Use Permit is valid for a period of ten (10) years following Governing Body approval, with an expiration date of November 5, 2029.
- (2) The property will be limited to a maximum of six (6) chickens at any one time.

- (3) The raising of the chickens shall be limited to personal (hobby) purposes only. Chickens may not be bred, boarded or sold for commercial purposes.
- (4) No roosters will be kept on the property at any time.

**SECTION THREE:** That this Resolution shall take effect immediately.

**ADOPTED** by the City Council this 5<sup>th</sup> day of November 2019.

**SIGNED** by the Mayor this 5<sup>th</sup> day of November 2019.

**ATTEST:**

\_\_\_\_\_  
Mayor

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

(Seal)

**APPROVED AS TO FORM:**

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





# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 11/5/2019

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**DEPARTMENT:** Public Works, Planning Division

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

**SUBJECT:** FP19-0023: Mahaffie Warehouse, Second Plat  
Petter, Grayson Enterprises

**APPLICANT:** Steve

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**ITEM DESCRIPTION:**

Request for the acceptance of the dedication of land for public easements for a final plat for **Mahaffie Warehouse, Second Plat** (FP19-0023) containing 3 industrial lots on 5.47± acres; located southwest of the intersection of South Mahaffie Street and West 153<sup>rd</sup> Court. Planning Commission approved this plat 9-0.

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**SUMMARY:**

This final plat application is to replat one (1) industrial lot into three (3) industrial lots to accommodate three (3) buildings and will also dedicate land for public utility and drainage easements. A preliminary site development plan for the subject property was approved in January 2019. The subject property was rezoned to MP-2 (Planned General Industrial District) in 2006 and was platted in 2015.

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

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**FINANCIAL IMPACT:**

None.

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**ACTION NEEDED:**

1. Accept the dedication of land for public purposes for Mahaffie Warehouse, Second Plat (FP19-0023).
2. Reject the dedication of land for public purposes for Mahaffie Warehouse, Second Plat and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.

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**ATTACHMENT(S):**

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



City of Olathe  
Planning Division

## STAFF REPORT

Planning Commission Meeting: October 28, 2019

<b>Application:</b>	<b>FP19-0023, Final Plat for Mahaffie Warehouse, Second Plat</b>		
<b>Location:</b>	Along the west side of S. Mahaffie Street, south of 151 <sup>st</sup> Street		
<b>Owner/Applicant:</b>	Steve Petter; Grayson Enterprises		
<b>Engineer:</b>	Jeff Skidmore, P.E.; Schlagel & Associates		
<b>Staff Contact:</b>	Zachary Moore, Planner II		

<b>Site Area:</b>	<u>5.47± acres</u>	<b>Proposed Use:</b>	<u>General Industrial</u>
<b>Lots:</b>	<u>3</u>	<b>Current Zoning:</b>	<u>MP-2</u>
<b>Tracts:</b>	<u>0</u>		

### 1. Comments:

This is a request for approval of a final plat for Mahaffie Warehouse, Second Plat on 5.47± acres in the vicinity of S. Mahaffie St. and W. 151<sup>st</sup> St. This is a replat of Lot 1 and Tract 'B', of Mahaffie Warehouse, which was platted in 2015. A revised preliminary site development plan was approved for the overall site in January of 2019, and a final site development plan for Lot 4 was approved in June 2019.

### 2. Plat Review:

- a. **Lots/Tracts** – This plat includes a total of three (3) lots and no common tracts. Lot 3 contains 2.05± acres, Lot 4 contains 2.14± acres, and Lot 5 contains 1.28± acres. The plat is compliant with the Unified Development Ordinance (UDO).
- b. **Public Utilities** – The property is located in the WaterOne service area and the City of Olathe sewer service area. Utility Easements (U/E) and Drainage Easements (D/E) are being dedicated with this replat.
- c. **Streets/Right-of-Way** – All three (3) lots included with this plat will have access to S. Mahaffie Street to the east.



*Aerial view of subject property outlined in navy*



*View of subject property from S. Mahaffie Street*

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

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

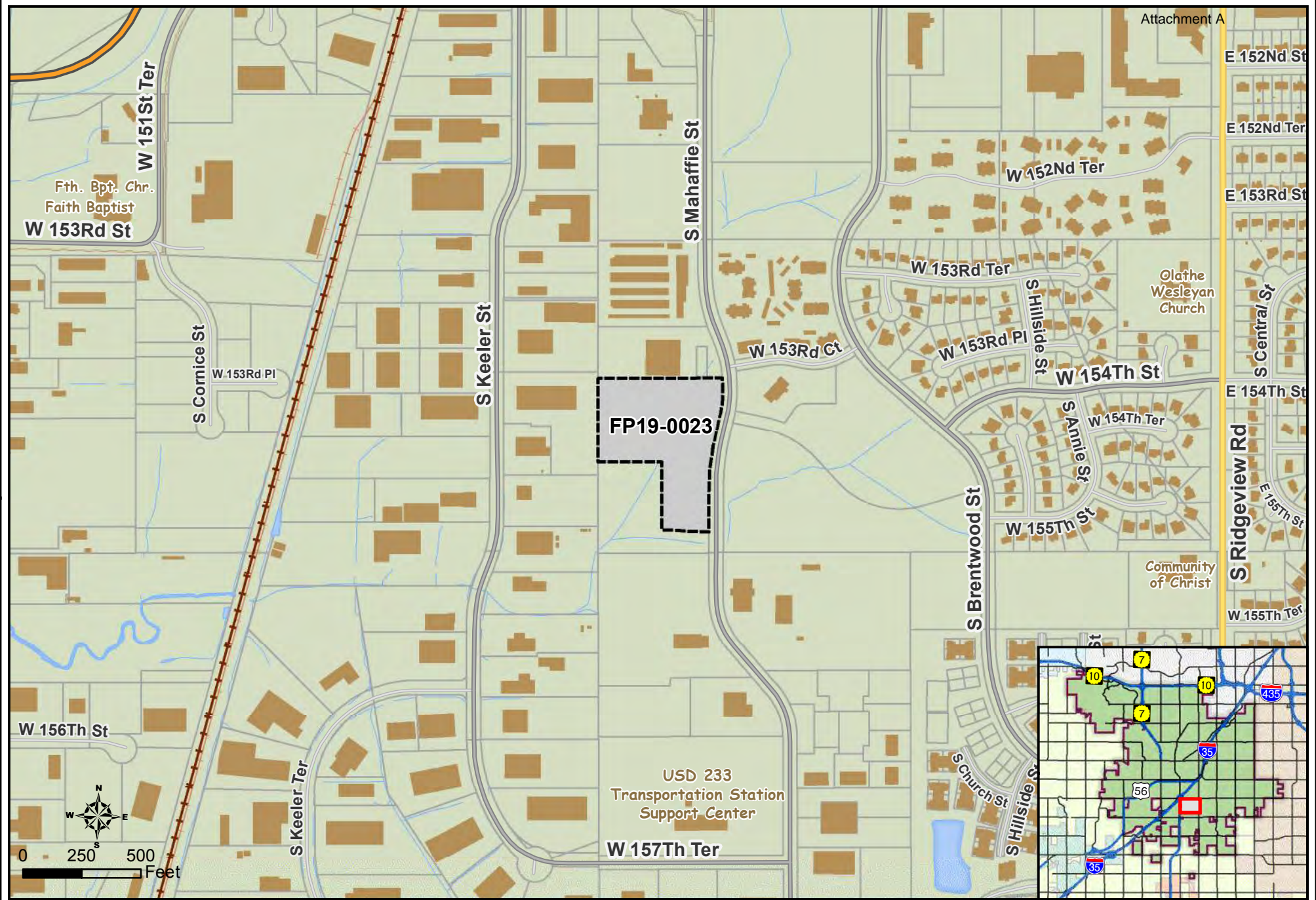
FP19-0023  
October 28, 2019  
Page 3

**4. Staff Recommendation:**

Staff recommends approval of FP19-0023 with the following stipulations:

- a. Prior to recording the plat, a digital file of the final plat (pdf format) must be submitted to the Planning Division.

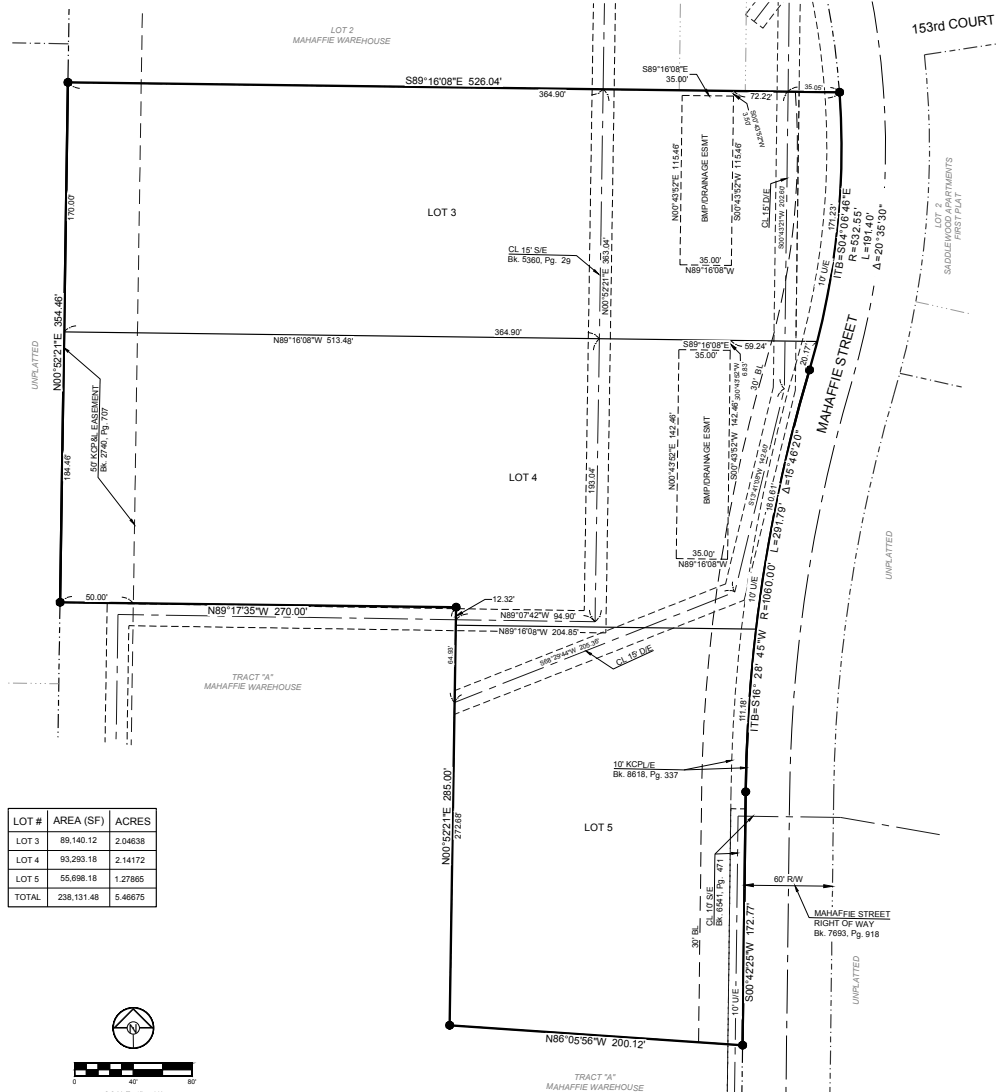




**MAHAFFIE WAREHOUSE, 2ND PLAT**  
**FP19-0023**

**FINAL PLAT OF  
MAHAFFIE WAREHOUSE, SECOND PLAT**  
A REPLAT OF LOT 1 AND TRACT 'B', MAHAFFIE WAREHOUSE  
IN THE NE 1/4 OF SEC. 12-14-23  
IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS

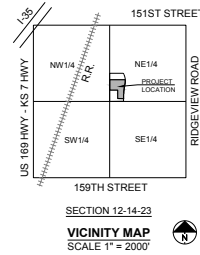
Attachment A



LOT #	AREA (SF)	ACRES
LOT 3	89,140.12	2.04638
LOT 4	93,293.18	2.14172
LOT 5	55,698.18	1.27865
TOTAL	238,131.48	5.46675



**BASE OF BEARINGS**  
GRID NORTH, NAD 83 KANSAS NORTH ZONE  
THE PLAT OF "MAHAFFIE WAREHOUSE"  
W LINE, LOT 1, N00°52'51"W



**DESCRIPTION:**

A REPLAT of all of LOT 1 and TRACT "B", MAHAFFIE WAREHOUSE, a subdivision of land in the Northeast One-Quarter of Section 12, Township 14 South, Range 23 East, in the city of Olathe, Johnson County, Kansas, recorded in Book 201506 at Page 000584 and containing 5.46674 acres.

**DEDICATIONS:**

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

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

A 10 foot wide "Utility Easement" or "UE" is hereby dedicated to the City of Olathe, Johnson County, Kansas, adjacent to and parallel with the Westerly Right-of-Way of Mahaffie Street.

An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to enter upon, construct and maintain pipes, inlets, manholes, surface drainage facilities relative to storm water drainage and sidewalks upon, over, or under the areas outlined and designated on this plat as "Drainage Easement" or "DE".

**RESTRICTIONS:**

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

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

The maintenance of all water quality BMP's within BMP/DRAINAGE EASEMENTS are to be maintained by the respective property owners and their successors and assigns.

**NOTICE:**

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

**CONSENT TO LEVY:**

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

**EXECUTION:**

IN TESTIMONY WHEREOF, Steven A. Petter, Member of GRAYSON ENTERPRISE, LLC, a Kansas Limited liability company, by the authority of its Managing Member, has caused this instrument to be executed, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

GRAYSON ENTERPRISE, LLC

By: STEVEN A. PETTER, Member

**ACKNOWLEDGMENT:**

STATE OF KANSAS )  
COUNTY OF JOHNSON ) ss.

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said County and State, came STEVEN A. PETTER, Member of GRAYSON ENTERPRISE, LLC, a Kansas Limited Liability Company, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such duly acknowledged the execution of the same to be the act and deed of same.

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

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

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

**LEGEND:**

- FOUND 1/2" REBAR WITH KLSL 54 CAP UNLESS OTHERWISE NOTED
- EXISTING PLAT AND RW LINES
- EXISTING LOT AND PROPERTY LINES
- BL --- BUILDING LINE
- DE --- DRAINAGE EASEMENT
- KCP/UE --- KANSAS CITY POWER & LIGHT EASEMENT
- RW --- RIGHT-OF-WAY
- S/E --- SANITARY SEWER EASEMENT
- UE --- UTILITY EASEMENT

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED ON 9-04-2019. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PRELIMINARY

Aaron T. Reuter - Land Surveyor  
KSR LS-1429



**SCHLAGEL & ASSOCIATES, P. A.**  
Engineers • Planners • Surveyors • Landscape Architects  
14920 West 107th Street • Lenexa, Kansas 66215  
(913) 492-5158 • Fax: (913) 492-8400

DATE 09-05-2019  
DRAWN BY JMT  
CHECKED BY AR  
PROJ. NO. 19-128

**FINAL PLAT OF  
MAHAFFIE WAREHOUSE  
SECOND PLAT**  
SHEET NO. 1



Planning Division

**MINUTES****Planning Commission Meeting: October 28, 2019**

<b>Application:</b>	<b><u>FP19-0023:</u> Final Plat for Mahaffie Warehouse, Second Plat</b>
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*A motion to approve FP19-0023 on the Consent Agenda was made by Comm. Allenbrand and seconded by Comm. Fry, and passed with a vote of 9 to 0 with the following staff stipulations:*

- a. Prior to recording the plat, a digital file of the final plat (pdf format) will be submitted to the Planning Division.
- b. b. All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials. All utility boxes shall be screened per Section 18.30.130 of the UDO.



# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Andrea Fair, Planning Intern

SUBJECT: FP19-0020 Dedication of land for public easements and right-of-way for a final plat for Stonebridge Trails, 6<sup>th</sup> Plat. Applicant: Brian Rodrock; Stonebridge Partners, LLC.

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### ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Stonebridge Trails 6<sup>th</sup> Plat (FP19-0020) containing 52 lots and 4 common tracts on 25.57± acres; located in the vicinity of 167<sup>th</sup> Street and Mur-Len Road. Planning Commission recommends approval 8 to 0.

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### SUMMARY:

This is a request for approval of the dedication of land for public easements and right-of-way for a final plat for the Stonebridge Trails, 6<sup>th</sup> plat on 25.57± acres located at the intersection of 167<sup>th</sup> Street and Mur-Len Road. The final plat includes 52 lots and 4 tracts. The proposed single-family lots meet all area and setback requirements for R-1 Districts and the layout generally follows the approved preliminary plat.

The property is located in the WaterOne and Johnson County Wastewater service areas. Utility easements (U/E), sanitary sewer easements (S/E), storm drainage easements (D/E), and sidewalk easements (SW/E) will also be dedicated with this final plat.

The final plat is subject to a traffic signal excise tax of \$0.0037 per square foot of land area. Based on the plat area, the required traffic signal excise tax is \$4120.71. The required excise fees shall be submitted to the Planning Division prior to recording of the final plat.

The Planning Commission approved the final plat with an 8-0 vote on October 14, 2019 with stipulations as stated in the meeting minutes.

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### FINANCIAL IMPACT:

None

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### ACTION NEEDED:

1. Accept the dedication of land for public purposes for Stonebridge Trails, 6<sup>th</sup> Plat.
  2. Reject the dedication of land for public purposes and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.
- 

### ATTACHMENT(S):

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MEETING DATE: 11/5/2019

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



City of Olathe  
Planning Division

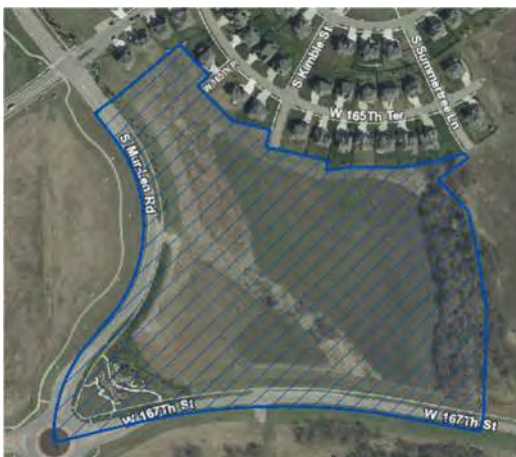
## STAFF REPORT

Planning Commission Meeting: October 14, 2019

<b>Application:</b>	<b><u>FP19-0020</u>, Final Plat for Stonebridge Trails, 6th Plat</b>
<b>Location:</b>	167 <sup>th</sup> Street and Mur-Len Road
<b>Owner/Applicant:</b>	Brian Rodrock; Stonebridge Partners, LLC.
<b>Engineer:</b>	Todd Allenbrand; Payne & Brockway, P.A.
<b>Staff Contact:</b>	Andrea Fair, Planning Intern
<b>Site Area:</b> <u>25.57± acres</u> <b>Proposed Use:</b> <u>Single-family Residential</u>	
<b>Lots:</b> <u>52</u> <b>Current Zoning:</b> <u>R-1</u>	
<b>Tracts:</b> <u>4</u>	

### 1. Comments:

This is a request for approval of a final plat for the Stonebridge Trails, 6th Plat on 25.57± acres located at the intersection of 167<sup>th</sup> Street and Mur-Len Road. The subject property was rezoned from AG to R-1 (RZ05-0026) in August 2005. A revised preliminary plat (PP14-0003) was approved in February 2014.



Site aerial view



Looking North from 167<sup>th</sup> Street

## 2. Plat Review:

- a. **Lots/Tracts** – The final plat includes 52 lots and 4 tracts on 25.57± acres. The proposed single-family lots meet all area and setback requirements for R-1 Districts and the layout generally follows the approved preliminary plat.

Tracts W, X, Y and Z will be utilized for landscaping, monuments, fencing, private open space and/or subdivision amenities. The tracts are to be owned and maintained by Stonebridge Homes Association.

- b. **Public Utilities** – The property is located in the WaterOne and Johnson County Wastewater service areas. The applicant will need to coordinate with the respective utility providers for required water and sewer connections.
- c. **Streets** – The lots will have access to Kimble Street, 166<sup>th</sup> Court, and 166<sup>th</sup> Place which will be built with this phase of development. The streets will then connect to Mur-Len Rd.
- d. **Landscaping/Tree Preservation** – A separate street tree and landscape plan shall be submitted for this phase prior to recording the final plat. No landscaping shall be planted within the sight distance triangles.

## 3. Excise Taxes:

The final plat is located in the 167<sup>th</sup> Street Benefit District and therefore is not subject to street excise fees.

The final plat is subject to a traffic signal excise tax of \$0.0037 per square foot of land area. Based on the plat area, the required traffic signal excise tax is \$4120.71. The required excise fees shall be submitted to the Planning Division prior to recording the final plat.

## 4. Staff Recommendation:

Staff recommends approval of FP19-0020 with the following stipulations:

- a. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the Planning Division.
- b. Prior to recording the final plat, the required traffic signal excise tax of \$4,120.71 shall be submitted to the Planning Division.
- c. Prior to recording the final plat, a street tree and master landscape plan shall be submitted for this phase in accordance with UDO requirements.
- d. No landscaping shall be planted within the sight distance triangles.
- e. All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials. All utility boxes shall be screened per Section 18.30.130 of the UDO.











Planning Division

**MINUTES****Planning Commission Meeting: October 14, 2019**

<b>Application:</b>	<b><u>FP19-0020</u>: Final plat for Stonebridge Trails 6th Plat</b>
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*A motion to approve FP19-0020 on the Consent Agenda was made by Comm. Allenbrand and seconded by Comm. Nelson, and passed with a vote of 8 to 0 with the following staff stipulations:*

- a. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the Planning Division.
- b. Prior to recording the final plat, the required traffic signal excise tax of \$4,120.71 shall be submitted to the Planning Division.
- c. Prior to recording the final plat, a street tree and master landscape plan shall be submitted for this phase in accordance with UDO requirements.
- d. No landscaping shall be planted within the sight distance triangles.
- e. All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials. All utility boxes shall be screened per Section 18.30.130 of the UDO.



# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Public Works  
STAFF CONTACT: Mary Jaeger/Beth Wright  
SUBJECT: Consideration of Consent Calendar

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ITEM DESCRIPTION:  
Consideration of Consent Calendar.

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

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FINANCIAL IMPACT:  
N/A

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ACTION NEEDED:  
Approve Consent Calendar for November 5, 2019.

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ATTACHMENT(S):  
A: Consent Calendar  
B: Change Orders

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**City Council Information Sheet**

**Date: November 5, 2019**

**ISSUE:** Consent Calendar for: November 5, 2019

**DEPARTMENT:** Public Works

**SUMMARY:**

**1) PROJECT COMPLETION CERTIFICATES**

- a) Santa Fe St and Ridgeview Rd Geometric Improvements, 1200 E Santa Fe Building Demolition and Site Restoration – Other: Building Demo and Removal – 3-C-083-15
- b) Church of the Resurrection West Parking Lot Expansion – 3-D-017-19 – Street – Street
- c) Olathe Industrial Tracks, 2<sup>nd</sup> Plat AKA Collis Craneworks, Inc. – 3-D-065-17 – Storm Sewers
- d) Crestwood Village – 3-D-112-17 – Storm Sewers
- e) Crestwood Village – 3-D-112-17 – Street
- f) College Boulevard Arterial Mill and Overlay Project – 3-P-003-18 – Street
- g) Lone Elm Road Arterial Mill and Overlay Project – 3-P-003-19 - Street
- h) Heatherstone and Bradford Falls Local and Collector Mill and Overlay – 3-P-008-19 – Street
- i) 2018 Local Streets Reconstruction Project – 3-R-001-18 – Street
- j) Parker Terrace Improvements Project – 3-R-002-19 - Street
- k) Johnson County Courthouse – 5-D-053-18 – Waterlines

**2) CHANGE ORDERS**

- a) Santa Fe St and Ridgeview Rd Geometric Improvements, 1200 E Santa Fe Building Demolition and Site Restoration – 3-C-083-15
- b) College Boulevard Arterial Mill and Overlay Project – 3-P-003-18
- c) Lone Elm Road Arterial Mill and Overlay Project – 3-P-003-19
- d) Heatherstone and Bradford Falls Local and Collector Mill and Overlay – 3-P-008-19
- e) 2018 Local Streets Reconstruction Project – 3-R-001-18
- f) Parker Terrace Improvements Project – 3-R-002-19



**3) FINAL PAYMENT TO CONTRACTORS****a) Santa Fe St and Ridgeview Rd Geometric Improvements, 1200 E Santa Fe Building Demolition and Site Restoration – 3-C-083-15****3-C-083-15**

Final Payment	\$ 76,629.00
Paid to Date	\$ 0.00
Original Contract Amount	\$ 24,100.00
Total Change Orders	\$ 52,529.00
Change Order 1: \$44,760.00 (8/19/19)	
Change Order 2 - FINAL: \$7,769.00 (11/5/19)	
Final Contract Amount	\$ 76,629.00
Contractor – Doubled D dba Dale Brothers	

**b) College Boulevard Arterial Mill and Overlay Project – 3-P-003-18**

Final Payment	\$ 206,532.24
Paid to Date	\$ 1,477,322.17
Original Contract Amount	\$ 1,679,009.55
Total Change Orders	\$ 4,844.86
Change Order 1: \$14,698.20 (11/15/18)	
Change Order 2: \$12,875.50 (2/13/19)	
Change Order 3: \$36,201.25 (5/3/19)	
Change Order 4 - FINAL: -\$58,930.09 (11/05/19)	
Final Contract Amount	\$ 1,683,854.41
Contractor – O'Donnell and Sons	

**c) Lone Elm Road Arterial Mill and Overlay Project – 3-P-003-19**

Final Payment	\$ 250,905.12
Paid to Date	\$ 1,146,309.23
Original Contract Amount	\$ 1,222,418.65
Total Change Orders	\$ 174,795.70
Change Order 1: \$0.00 (9/5/19)	
Change Order 2: \$171,708.50 (9/17/19)	
Change Order 3 - FINAL: \$3,087.20 (11/5/19)	
Final Contract Amount	\$ 1,397,214.35
Contractor – O'Donnell and Sons	

**d) Heatherstone and Bradford Falls Local and Collector Mill and Overlay Project – 3-P-008-19**

<b>Final Payment</b>	<b>\$ 142,081.31</b>
<b>Paid to Date</b>	<b>\$ 2,402,616.80</b>
<b>Original Contract Amount</b>	<b>\$ 2,568,431.01</b>
<b>Total Change Orders</b>	<b>\$ (23,714.90)</b>
Change Order 1: \$0.00 (7/29/19)	
Change Order 2: \$0.00 (8/9/19)	
Change Order 3: \$0.00 (9/16/19)	
Change Order 4 - FINAL: -\$23,719.90 (11/5/19)	
<b>Final Contract Amount</b>	<b>\$ 2,544.698.11</b>
<b>Contractor – Phoenix Concrete</b>	

**e) 2018 Local Streets Reconstruction Project – 3-R-001-18**

<b>Final Payment</b>	<b>\$ 12,075.64</b>
<b>Paid to Date</b>	<b>\$ 2,718.892.52</b>
<b>Original Contract Amount</b>	<b>\$ 1,806,444.00</b>
<b>Total Change Orders</b>	<b>\$ 924,524.16</b>
Change Order 1: \$897,571.35 (10/2/18)	
Change Order 2: \$0.00 (12/31/18)	
Change Order 3: \$0.00 (4/8/19)	
Change Order 4: \$14,877.17 (6/21/19)	
Change Order 5 - FINAL: \$12,075.64 (11/5/19)	
<b>Final Contract Amount</b>	<b>\$ 2,730,968.16</b>
<b>Contractor – Kansas Heavy</b>	

**f) Parker Terrace Improvements Project – 3-R-002-19**

<b>Final Payment</b>	<b>\$ 27,432.62</b>
<b>Paid to Date</b>	<b>\$ 643,008.26</b>
<b>Original Contract Amount</b>	<b>\$ 779,370.25</b>
<b>Total Change Orders</b>	<b>\$ (108,929.37)</b>
Change Order 1 - FINAL: -\$108,929.37 (11/5/19)	
<b>Final Contract Amount</b>	<b>\$ 670,440.88</b>
<b>Contractor – O'Donnell and Sons</b>	

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



CHANGE ORDER NO: 2 - FINAL PROJECT NAME: Building Demolition and Site Restoration  
 CITY PROJECT NO. 3-C-083-15 1200 E Santa Fe  
 CONTRACT DATE: June 11, 2019 ENCUMBRANCE NO.  
 CONTRACTOR: Doubled D Inc. dba Dale Brothers  
 ENGINEER: George Butler and Associates Inc

ITEM#	DESCRIPTION	BID QTY	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL
6	Sidewalk Removal	0	1	LS	4874	\$4,874.00
7	Flowable Fill	0	15	CY	193	\$2,895.00

## DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$24,100.00
Net change by Previous Change Orders	\$44,760.00
The Contract Sum Prior to This Change Order Was	\$68,860.00
The Contract Sum Shall be <del>(Increased)</del> <del>(Decreased)</del>	
by This Change Order.....	\$7,769.00
The New Contract Sum With All Approved Change Orders Will Be.....	\$76,629.00
Original Contract Time.....	N/A days
The Contract time Will Be <del>(Increased)</del> <del>(Decreased)</del>	
(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: 10-23-19

## APPROVED

Contractor

By: Tony Spudis  
 Date: 10-23-2019

## APPROVED

CITY OF OLATHE, DEPUTY DIRECTOR OF PUBLIC WORKS

By: Beth Wright  
 Date: 10-23-19

By: Janet R. Bynum  
 Date: 10-23-19  
 City Clerk

AGREEMENT TO THIS

24 day of October 2018



CHANGE ORDER NO: 4 - FINAL

PROJECT NAME: College Boulevard Arterial Mill and Overlay Project

CITY PROJECT NO. 3-P-003-18

CONTRACT DATE: February 6, 2019

ENCUMBRANCE NO.

700908

CONTRACTOR: O'Donnell &amp; Sons

ENGINEER: City of Olathe

ITEM#	DESCRIPTION	BID QTY	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL
3****	UNCLASSIFIED EXCAVATION	149	594	CY	\$41.00	\$18,245.00
5****	COMPACTION OF EARTHWORK (ALL TYPES)	869	870	CY	\$7.00	\$7.00
6****	REMOVE EXISTING PAVEMENT	219	250	SY	\$24.00	\$744.00
8****	REMOVE EXISTING TYPE "B" CONCRETE CURB & GUTTER	713	1101	LF	\$10.75	\$4,171.00
9****	REMOVE EXISTING TYPE "C" CONCRETE CURB & GUTTER	19	0	LF	\$10.75	(\$204.25)
10****	REMOVE EXISTING TYPE "E" CONCRETE CURB & GUTTER	907	963	LF	\$10.75	\$602.00
13****	REMOVE EXISTING 5' CONCRETE SIDEWALK	5,187	5,237	LF	\$5.30	\$265.00
14****	REMOVE TYPE I SIDEWALK RAMP	20	21	EA	\$485.00	\$485.00
19****	INSTALL 4" AGGREGATE BASE AB-3	994	750	TON	\$19.50	(\$4,758.00)
24****	ADJUST EXISTING SANITARY SEWER MANHOLE	1	0	EA	\$1,500.00	(\$1,500.00)
26****	4" MILLING (AT PARTIAL DEPTH STREET PATCH)	4,243	2,493	SY	\$6.75	(\$11,812.50)
29****	PARTIAL DEPTH STREET PATCH	955	402.04	TON	\$92.00	(\$50,872.32)
30****	FULL DEPTH STREET PATCH	219.0	0	SY	\$73.10	(\$16,008.90)
31****	1.5" LEVELING COURSE	372.0	306.2	TON	\$72.60	(\$4,777.08)
32****	2" MODIFIED ASPHALTIC CONCRETE SURFACE (SUPERPAVE)	5,446.00	5,847	TON	\$67.25	\$26,958.51
33****	MULTI-LAYER POLYMER CONCRETE OVERLAY	3,091	2,883	SY	\$40.25	(\$8,372.00)
34****	INSTALL BRICK MEDIAN PAVERS	1,044	730	SF	\$9.75	(\$3,061.50)
36****	INSTALL 4' CONCRETE SIDEWALK	31	47	LF	\$28.00	\$448.00
37****	INSTALL 5' CONCRETE SIDEWALK	393	450	LF	\$30.00	\$1,710.00
39****	INSTALL TYPE I ADA SIDEWALK RAMP	25	17	EA	\$1,100.00	(\$8,800.00)
40****	INSTALL TYPE II ADA SIDEWALK RAMP	7	2	EA	\$1,400.00	(\$7,000.00)
41****	INSTALL 7" CONCRETE DRIVE	13	0	SY	\$96.00	(\$1,248.00)
43****	INSTALL TYPE "B" CONCRETE CURB & GUTTER	713	1,107	LF	\$22.75	\$8,963.50
44****	INSTALL TYPE "C" CONCRETE CURB & GUTTER	19	0	LF	\$32.15	(\$610.85)
45****	INSTALL TYPE "E" CONCRETE CURB & GUTTER	920	963	LF	\$22.75	\$978.25
50****	SODDING	483	1,088	SY	\$12.50	\$7,562.50
51****	EROSION CONTROL	1	0.75	LS	\$3,500.00	(\$875.00)
63****	PAVEMENT MARKING 6" SOLID WHITE LANE LINE (HPS-8 270 IES)	5,842	6,095.00	LF	\$1.20	\$303.60
72****	PERMANENT SIGNS (AREA)	17	39.75	SF	\$12.00	\$273.00
73****	2" X 2" SIGN POST ANCHORS	27	48	LF	\$3.00	\$63.00
74****	1 3/4" X 1 3/4" SIGN POST	82	141.8	LF	\$5.00	\$299.00
76****	PAVEMENT MARKING 6" SOLID WHITE CROSSWALK LINE (PREFORMED THERMOPLASTIC)	2,314	2,369	LF	\$5.00	\$275.00
77****	PAVEMENT MARKING 12" SOLID YELLOW DIAGONAL LINE (PREFORMED THERMOPLASTIC)	163	193	LF	\$10.00	\$300.00
78****	PAVEMENT MARKING 12" SOLID WHITE DIAGONAL LINE (PREFORMED THERMOPLASTIC)	264	242	LF	\$10.00	(\$220.00)

79****	PAVEMENT MARKING 24" SOLID WHITE STOP LINE (PREFORMED THERMOPLASTIC)	394	368	LF	\$25.00	(\$650.00)
80****	PAVEMENT MARKING LEFT ARROW (PREFORMED THERMOPLASTIC)	53	46	EA	\$235.00	(\$1,645.00)
81****	PAVEMENT MARKING RIGHT ARROW (PREFORMED THERMOPLASTIC)	19	23	EA	\$235.00	\$940.00
84****	INSTALL 6" AGGREGATE BASE AB-3	185	101.87	TON	\$19.50	(\$1,621.04)
85****	10" MODIFIED ASPHALTIC CONCRETE BASE (SUPERPAVE)	296	208.28	TON	\$65.00	(\$5,701.80)
86****	INLET (CURB) (6' X 4')	1	0	EA	\$6,000.00	(\$6,000.00)
89****	INSTALL 36" RCP CLASS III STORM SEWER	10	0	LF	\$275.00	(\$2,750.00)
94****	ASPHALT INDEXING	0	1	LS	\$3,750.24	\$3,750.24
95****	CONCRETE PANEL REPLACEMENT	0	96	SY	\$154.85	\$14,865.60
96****	FIRE HYDRANT RELOCATION- CLARE RTL	0	1	EA	\$8,280.00	\$8,280.00
97****	INSTALL MODIFIED TYPE 10 CURB INLET AND 18" RCP	0	1	LS	\$15,957.40	\$15,957.40
98****	RE-ROUTE SERVICE/UPGRADE CONTROLLER	0	1	LS	\$13,460.75	\$13,460.75
99****	SOUTHBOUND RAMP PAINT PAVEMENT MARKINGS	0	1	LS	\$6,741.30	\$6,741.30
100****	INSTALL CONCRETE ENCASED BOLLARD	0	2	EA	\$1,454.75	\$2,909.50

## DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$1,679,009.55
Net change by Previous Change Orders	\$63,774.95
The Contract Sum Prior to This Change Order Was	\$1,742,784.50
Remaining Contingency	(\$60,000.00)
Total Change Order Amount	\$1,069.91
The Contract Sum Shall be <del>(Increased)</del> (Decreased)	
by This Change Order.....	(\$58,930.09)
The New Contract Sum With All Approved Change Orders Will Be.....	\$1,683,854.41
Original Contract Time.....	N/A days
The Contract time Will Be <del>(Increased)</del> (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 - Nico Estrada-Stephen

By:

Date:

*Nico Estrada-Stephen*  
10/24/2019

## APPROVED

CITY OF OLATHE, ASSISTANT CITY ENGINEER

By:

Date:

*Nate Baldwin*  
10/24/19 Nate Baldwin

## APPROVED

O'Donnell &amp; Sons Construction Co

Contractor

By:

Date:

*N.C. O'Donnell*  
10/23/19

By:

City Clerk

AGREEMENT TO THIS

day of

2019





CHANGE ORDER NO: 3 - FINAL

PROJECT NAME: LONE ELM ROAD ARTERIAL MILL AND OVERLAY PROJECT

CITY PROJECT NO. 3-P-003-19

ENCUMBRANCE NO. 700973

CONTRACT DATE: March 5, 2019

CONTRACTOR: O'Donnell &amp; Sons

ENGINEER: BHC Rhodes

ITEM#	DESCRIPTION	Original QTY	REVISED QTY	UNIT	ORIGINAL PRICE	REVISED PRICE	TOTAL
5***	REMOVE EXISTING PAVEMENT	143	298	SY	\$25.50	N/A	\$3,952.50
7***	REMOVE EXISTING TYPE "A" CONCRETE CURB & GUTTER	257	223	LF	\$11.50	N/A	(\$391.00)
11***	REMOVE EXISTING 4' CONCRETE SIDEWALK	108	80	LF	\$6.00	N/A	(\$168.00)
15***	REMOVE 8' TYPE III SIDEWALK RAMP	1	0	EA	\$650.00	N/A	(\$650.00)
17***	REMOVE 6" RESIDENTIAL DRIVE	64	67	SY	\$34.50	N/A	\$103.50
19***	4" MILLING	1,466	1,458	SY	\$6.75	N/A	(\$54.00)
20***	2" MODIFIED ASPHALTIC CONCRETE SURFACE (SUPERPAVE)	4906	5,253	TON	\$59.30	N/A	\$20,577.10
21***	4" ASPHALTIC CONCRETE (SUPERPAVE)	358	264	TON	\$81.90	N/A	(\$7,698.60)
23***	INSTALL 4' CONCRETE SIDEWALK	104	80	LF	\$20.00	N/A	(\$480.00)
24***	INSTALL 5' CONCRETE SIDEWALK	745	727	LF	\$25.20	N/A	(\$453.60)
25***	INSTALL 8' CONCRETE SHARED USE PATH	7,645	7,885	LF	\$29.55	N/A	\$7,092.00
26***	INSTALL 8' INTEGRAL CURB SHARED USE PATH	320	67	LF	\$41.70	N/A	(\$10,550.10)
28***	INSTALL 5' TYPE I SIDEWALK RAMP	16	14	EA	\$1,100.00	N/A	(\$2,200.00)
30***	INSTALL 5' TYPE III SIDEWALK RAMP	1	0	EA	\$1,750.00	N/A	(\$1,750.00)
31***	INSTALL 8' TYPE I SIDEWALK RAMP	16	15	EA	\$1,250.00	N/A	(\$1,250.00)
32***	INSTALL 8' TYPE II SIDEWALK RAMP	1	2	EA	\$1,700.00	N/A	\$1,700.00
33***	INSTALL 8' TYPE III SIDEWALK RAMP	1	0	EA	\$1,900.00	N/A	(\$1,900.00)
35***	INSTALL 6" RESIDENTIAL DRIVE	64	67	SY	\$89.80	N/A	\$269.40
36***	INSTALL TYPE "A" CONCRETE CURB & GUTTER	257	223	LF	\$19.25	N/A	(\$654.50)
40***	FULL DEPTH ASPHALT (SUPERPAVE)	143	298	SY	\$47.20	N/A	\$7,316.00
42***	SODDING	3,380	7,310	SY	\$8.00	N/A	\$31,440.00
43***	ADJUST WATER METER/VALVE	7	3	EA	\$600.00	N/A	(\$2,400.00)
44***	MONUMENT BOX	3	0	EA	\$1,500.00	N/A	(\$4,500.00)
48***	CURB INLET TOP	3	2	EA	\$2,300.00	N/A	(\$2,300.00)
49***	ADJUST STORM SEWER MANHOLE	2	0	EA	\$900.00	N/A	(\$1,800.00)
54***	6" SOLID WHITE LINE (HPS-8)	3,050	2,856	LF	\$1.55	N/A	(\$300.70)
56***	6" BROKEN WHITE LANE LINE (HPS-8)	450	447	LF	\$1.55	N/A	(\$4.65)
57***	6" DOTTED EXTENSION LINE (HPS-8)	40	57	LF	\$1.55	N/A	\$26.35
58***	4" SOLID YELLOW LINE (HPS-8)	17,755	17,639	LF	\$1.35	N/A	(\$156.60)
63***	24" SOLID WHITE STOP LINE (PRE-FORMED THERMO)	190	167	LF	\$20.00	N/A	(\$460.00)
65***	LEFT ARROW (PRE-FORMED THERMO)	30	33	EA	\$210.00	N/A	\$630.00
66***	RIGHT ARROW (PRE-FORMED THERMO)	10	9	EA	\$210.00	N/A	(\$210.00)
84***	6" SOLID WHITE X-WALK LINE (HPS-8)	1,146	1,632	LF	\$8.50	N/A	\$4,131.00
94***	TRAFFIC SIGNAL REPAIR - RADAR EQUIPMENT	0	1	LS	(\$5,375.00)	N/A	(\$5,375.00)
101***	ASPHALT LEVELING COURSE & SURFACE	1,130	1,133	TON	\$74.45	N/A	\$223.35
102***	LEVEL MILLING 1/2" (EST)	4,900	0	SY	\$0.95	N/A	(\$4,655.00)
104***	REMOVE & REPLACE CONCRETE MEDIAN CURB & GUTTER	300	140	LF	\$52.95	N/A	(\$8,472.00)
111***	TRAFFIC CONTROL - ADDITIONAL SIGNS	0	1	LS	\$3,500.00	N/A	\$3,500.00
112***	REMOVE & REPLACE CONCRETE MEDIAN NOSE	0	24	SY	\$94.80	N/A	\$2,275.20
113***	REMOVE EXISTING TYPE "E" CONCRETE CURB & GUTTER	0	60	LF	\$11.50	N/A	\$690.00

## DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$1,222,418.65
Net change by Previous Change Orders	\$171,708.50
The Contract Sum Prior to This Change Order Was	\$1,394,127.15
Remaining Owner's Allowance	(\$22,005.45)
Total Change Order Amount	\$25,092.65
The Contract Sum Shall be <del>Unchanged</del> (Increased) (Decreased)	
by This Change Order.....	\$3,087.20
The New Contract Sum With All Approved Change	
Orders Will Be.....	\$1,397,214.35
Original Contract Time.....	N/A days
The Contract time Will Be	

Unchanged (Increased) (Decreased) By.....  
 The Contract Time With All Approved Change  
 Orders is  
 The Day of Substantial Completion as of the  
 Date of This Change Order Therefore is.....

\_\_\_\_\_  
 N/A days  
 \_\_\_\_\_  
 N/A days  
 \_\_\_\_\_  
 N/A

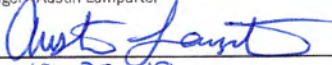
RECOMMENDED

City of Olathe Public Works

Project Manager, Austin Lamparter

By:

Date:

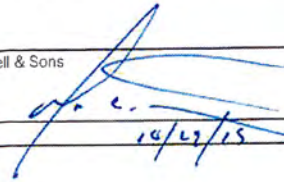
  
 10-29-19

APPROVED

Contractor - O'Donnell & Sons

By:

Date:

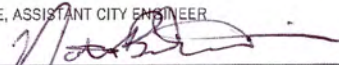
  
 10/29/19

APPROVED

CITY OF OLATHE, ASSISTANT CITY ENGINEER

By:

Date:

  
 10/29/19 Nate Baldwin

By:

City Clerk

AGREEMENT TO THIS

day of

2019





CHANGE ORDER NO: 4 - FINAL  
 CITY PROJECT NO. 3-P-008-19  
 CONTRACT DATE: March 5, 2019  
 CONTRACTOR: Phoenix Concrete  
 ENGINEER: City of Olathe

PROJECT NAME: Heatherstone & Bradford Falls Local & Collector Mill & Overlay  
 ENCUMBRANCE NO. 700983

ITEM#	DESCRIPTION	Original QTY	REVISED QTY	UNIT	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	TOTAL
3****	Remove and Replace 6" Concrete Driveway (optional as directed by Engineer)	96	113	S.Y.	76.74	N/A	\$1,304.58
26****	Asphalt Indexing	0	1	LS.	\$14,323.21	N/A	\$14,323.21

## DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$2,568,413.01
Net change by Previous Change Orders	\$0.00
The Contract Sum Prior to This Change Order Was	\$2,568,413.01
Remaining Owner's Allowance	(\$39,342.69)
Total Change Order Amount	\$15,627.79
The Contract Sum Shall be <del>Unchanged</del> (Increased) (Decreased) by This Change Order	(\$23,714.90)
The New Contract Sum With All Approved Change Orders Will Be	\$2,544,698.11
Original Contract Time	N/A
The Contract time Will Be Unchanged By	N/A days
The Contract Time With All Approved Change Orders is	N/A
The Day of Substantial Completion as of the Date of This Change Order Therefore is	N/A

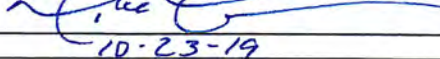
## RECOMMENDED

City of Olathe Public Works  
 Project Manager - Nico Estrada-Stephen

By:   
 Date: 10/23/2019

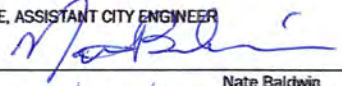
## APPROVED

Phoenix Concrete, LLC  
 Contractor

By:   
 Date: 10-23-19

## APPROVED

CITY OF OLATHE, ASSISTANT CITY ENGINEER

By:   
 Date: 10/24/2019  
 Nate Baldwin

By: \_\_\_\_\_  
 City Clerk

AGREEMENT TO THIS \_\_\_\_\_ day of \_\_\_\_\_ 2019



CHANGE ORDER NO. 5 - FINAL  
 CITY PROJECT NO. 3-R-001-18  
 CONTRACT DATE: May 1, 2018  
 CONTRACTOR: Kansas Heavy Construction, LLC  
 ENGINEER: City of Olathe

PROJECT NAME: 2018 Local Streets Reconstruction  
 & Elm Street Sewer Improvements  
 ENCUMBRANCE NO. 700854

ITEM	DESCRIPTION	Original QTY	REVISED QTY	UNIT	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	TOTAL
001.18.0000	STANDARD CURB INLET-BROUGHAM	9.25	10	EACH	\$6,150.00	N/A	\$4,612.50
001.18.0000	SODDING-BROUGHAM	2,520	2,770	S.Y.	\$5.85	N/A	\$1,462.50
004.51.0000	Brougham Drive Asphalt Index	1	0.0	L.S.	\$9,470.04	\$10,570.18	\$1,100.14
005.11.0000	Winsor Driveway Replacement	0	1.0	L.S.	\$4,900.50	N/A	\$4,900.50

## DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$1,806,444.00
Not changed by Previous Change Orders	\$912,448.52
The Contract Sum Prior to This Change Order Was	\$2,718,892.52
The Contract Sum Shall be <u>Unchanged (Increased) +Decreased</u>	
to This Change Order.....	\$12,075.64
The New Contract Sum With All Approved Change Orders Will Be.....	\$2,730,968.16
Original Contract Time.....	N/A days
The Contract time Will Be	
(Unchanged) By.....	N/A days
The Contract Time With All Approved Change Orders is	
The Day of Substantial Completion as of the	N/A days
Date of This Change Order Therefore is.....	N/A

## RECOMMENDED

City of Olathe Public Works  
 Project Manager - Matt Kapter

## APPROVED

Kansas Heavy Construction, LLC  
 Contractor

By: Matt Kapter  
 Date: 10-16-19

By: Matt Kapter  
 Date: 10/14/19

## APPROVED

CITY OF OLATHE, CITY ENGINEER

By: Elizabeth A. Wright  
 Date: 10-18-19

By: \_\_\_\_\_ AGREEMENT TO THIS \_\_\_\_\_ day of \_\_\_\_\_ 2019  
 City Clerk



CHANGE ORDER NO: 1 - FINAL

PROJECT NAME: Parker Terrace Improvements Project

CITY PROJECT NO. 3-R-002-19

ENCUMBRANCE NO. 700989

CONTRACT DATE: April 2, 2019

CONTRACTOR: O'Donnell and Sons Construction Co.

ENGINEER: TranSystems Corporation

ITEM#	DESCRIPTION	Original QTY	REVISED QTY	UNIT	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	TOTAL
7*	SUBGRADE REPAIR	500	0	S.Y.	\$5.30	N/A	(\$2,650.00)
11*	ADJUST WATER METER	6	5	EACH	\$900.00	N/A	(\$900.00)
14*	2" BM-2FR ASPHALT CONCRETE SURFACE	261	229	TON	\$63.10	N/A	(\$2,019.20)
15*	6" BM-2BFR ASPHALT CONCRETE BASE	783	645	TON	\$59.10	N/A	(\$8,155.80)
16*	6" MODIFIED AB-3 BASE	2,905	2,417	S.Y.	\$7.00	N/A	(\$3,416.00)
17*	5" CONCRETE SIDEWALK	3,460	2,425	S.F.	\$5.25	N/A	(\$5,433.75)
20*	6" CONCRETE RESIDENTIAL DRIVE	952	838	S.Y.	\$53.00	N/A	(\$6,042.00)
22*	TYPE "B" CONCRETE CURB & GUTTER	1,648	1,624	L.F.	\$17.80	N/A	(\$427.20)
24*	STORM SEWER (18") (R.C.P.)	95	62	L.F.	\$133.00	N/A	(\$4,389.00)
35*	SODDING	1,896	2,160	S.Y.	\$5.10	N/A	\$1,346.40
36*	ASPHALT INDEXING	0	1	L.S.	\$1,120.51	N/A	\$1,120.51
37*	PERMANENT SIGNS	0	4	EACH	\$250.00	N/A	\$1,000.00
38*	LIQUIDATED DAMAGES	0	22	PER DAY	(\$1,500.00)	N/A	(\$33,000.00)
102*	REMOVE EXISTING PAVEMENT	3,822	3,854	S.Y.	\$4.20	N/A	\$134.40
104*	SUBGRADE REPAIR	800	0	S.Y.	\$5.30	N/A	(\$4,240.00)
105*	2" BM-2FR ASPHALT CONCRETE SURFACE	450	440	TON	\$63.10	N/A	(\$631.00)
106*	6" BM-2BFR ASPHALT CONCRETE BASE	1,350	1,309	TON	\$59.10	N/A	(\$2,423.10)
107*	6" MODIFIED AB-3 BASE	3,974	4,006	S.Y.	\$7.00	N/A	\$224.00
108*	GRAVEL SURFACING	40	58	TON	\$25.00	N/A	\$450.00
111*	SODDING	3,000	587	S.Y.	\$5.10	N/A	(\$12,306.30)
112*	SEEDING	0	1	L.S.	\$1,935.00	N/A	\$1,935.00
113*	ASPHALT INDEXING	0	1	L.S.	\$2,293.67	N/A	\$2,293.67
114*	RIP-RAP (LIGHT STONE)(100)	0	36	S.Y.	\$100.00	N/A	\$3,600.00

## DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$779,370.25
Net change by Previous Change Orders	\$0.00
The Contract Sum Prior to This Change Order Was	\$779,370.25
Remaining Owner's Allowance	(\$35,000.00)
Total Change Order Amount	(\$73,929.37)
The Contract Sum Shall be <del>Unchanged (Increased)</del> (Decreased)	
by This Change Order	(\$108,929.37)
The New Contract Sum With All Approved Change Orders Will Be	\$670,440.88
Original Contract Time	N/A days
The Contract time Will Be	
(Unchanged) By	N/A days
The Contract Time With All Approved Change Orders is	
The Day of Substantial Completion as of the	
Date of This Change Order Therefore is	N/A

## RECOMMENDED

City of Olathe Public Works

Project Manager - Austin Lamparter

By

Date:

## APPROVED

CITY OF OLATHE, ASSISTANT CITY ENGINEER

By:

Date:

## APPROVED

O'Donnell and Sons Construction Co.

Contractor

By

Date:

By:

City Clerk

AGREEMENT TO THIS

day of

2019



# City of Olathe

## COUNCIL AGENDA ITEM

---

MEETING DATE: 11/5/2019

---

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the 2020 Street Reconstruction Program, PN 3-R-000-20.

---

### ITEM DESCRIPTION:

Consideration of Resolution No. 19-1063 authorizing the 2020 Street Reconstruction Program, PN 3-R-000-20; and repealing Resolution No. 19-1010.

---

### SUMMARY:

The original 2020 Street Preservation Program Resolution was authorized on January 22, 2019. Due to the accelerated deterioration rate of 2 streets, revisions to the construction schedule require a repeal of the original Resolution 19-1010 to remove S. Highland Circle which will be postponed and add W. 104<sup>th</sup> Terrace and W. 107<sup>th</sup> Street to the Resolution.

The Street Reconstruction Program provides for full reconstruction of streets that are deteriorated to a condition beyond preventative maintenance provided by the Street Preservation Program. The 2020 Street Reconstruction Program includes the following 9 primary street locations and 1 alternate street location:

- E. Cedar Street, from Parker Street to east end at BNSF Tracks
- S. Stevenson Street, Oak Street to Sheridan Street
- E. Oak Street, Stevenson Street to Hamilton Street
- S. Hamilton Street, Oak Street to Sheridan Street
- E. Sheridan Street, Harrison Street to Curtis Street
- S. Curtis Street, Sheridan Street to Olathe Waste Water Treatment Facility
- W. 102<sup>nd</sup> Street, Shadow Circle to Highland Circle
- S. Highland Lane, 102<sup>nd</sup> Street to west end cul-de-sac
- W. 104<sup>th</sup> Terrace, Cedar Creek Parkway to east ends of the street
- W. 107<sup>th</sup> Street, from the existing asphalt pavement to the west end of the cul-de-sac (Alternate)

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

Design began in 2019 for all streets included in the resolution except for the streets which are being rescheduled. Alternate street locations may be designed and constructed depending on available funding upon completion of the bids for the 9 primary street locations.



---

MEETING DATE: 11/5/2019

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**FINANCIAL IMPACT:**

Funding for the 2020 Street Reconstruction Program, as approved in the 2019 Capital Improvement Plan, includes:

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

---

**ACTION NEEDED:**

Approval of Resolution No. 19-1063 authorizing the 2020 Street Reconstruction Program, PN 3-R-000-20; and repealing Resolution No. 19-1010.

---

**ATTACHMENT(S):**

A: Resolution

B: Project Location Map

**RESOLUTION NO. 19-1063****A RESOLUTION AUTHORIZING THE 2020 STREET RECONSTRUCTION PROGRAM, PROJECT NUMBER 3-R-000-20, AND REPEALING RESOLUTION NO. 19-1010.**

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

**SECTION ONE:** Pursuant to the authority of Charter Ordinance No. 74 of the City, the Governing Body of the City of Olathe ("City") hereby authorizes the 2020 Street Reconstruction Program, PN 3-R-000-20 ("Program"). Such Program includes the following 9 primary street locations and 1 alternate location in the City of Olathe:

- E. Cedar Street, from Parker Street to east end at BNSF Tracks
- S. Stevenson Street, Oak Street to Sheridan Street
- E. Oak Street, Stevenson Street to Hamilton Street
- S. Hamilton Street, Oak Street to Sheridan Street
- E. Sheridan Street, Harrison Street to Curtis Street
- S. Curtis Street, Sheridan Street to Olathe Waste Water Treatment Facility
- W. 102<sup>nd</sup> Street, Shadow Circle to Highland Circle
- S. Highland Lane, 102<sup>nd</sup> Street to west end cul-de-sac
- W. 104<sup>th</sup> Terrace, Cedar Creek Parkway to east to the ends of the street
- W. 107<sup>th</sup> Street, from existing asphalt pavement to the west end cul-de-sac (Alternate)

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

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

General Obligation Bonds	<u>\$5,100,000</u>
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<b>TOTAL</b>	<b>\$5,100,000</b>
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**SECTION THREE:** Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of not to exceed \$5,100,00 of general obligation bonds, all exclusive of issuance costs and interest on any temporary financing.

**SECTION FOUR:** The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in connection

with the Program, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds and/or notes in the maximum principal amount of \$5,100,000 exclusive of issuance costs and any interest costs for temporary financing.

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

**ADOPTED** by the Governing Body this 5<sup>TH</sup> day of November, 2019.

**SIGNED** by the Mayor this 5<sup>TH</sup> day of November, 2019.

\_\_\_\_\_  
Mayor

**ATTEST:**

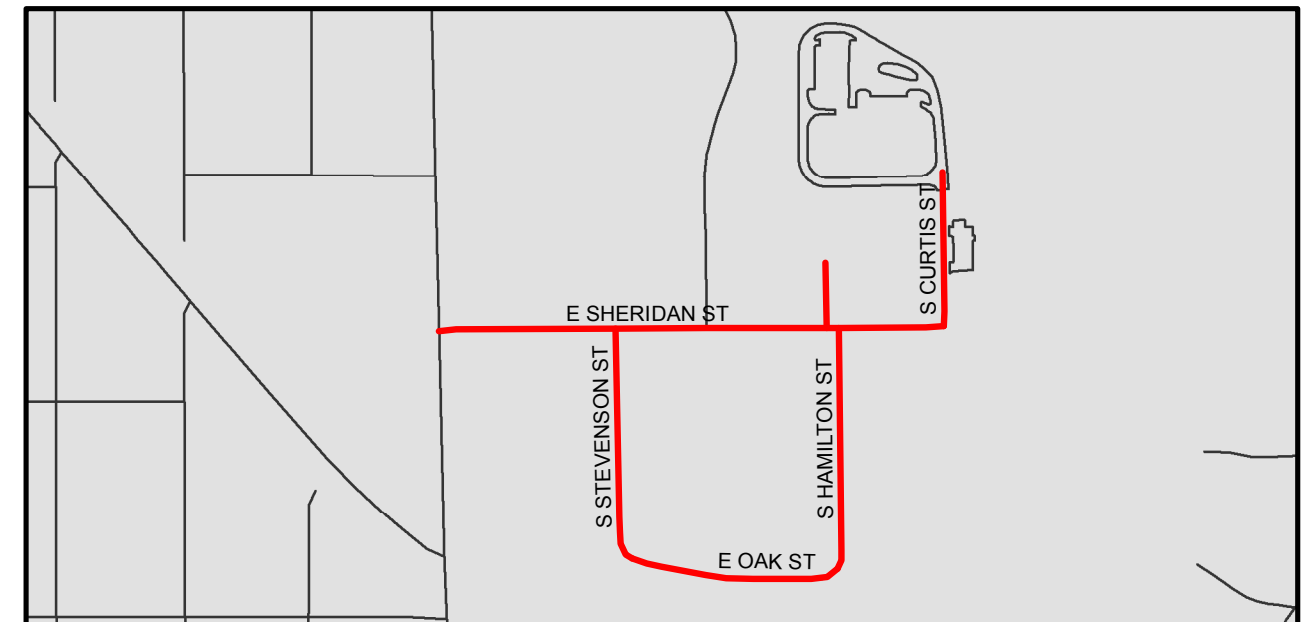
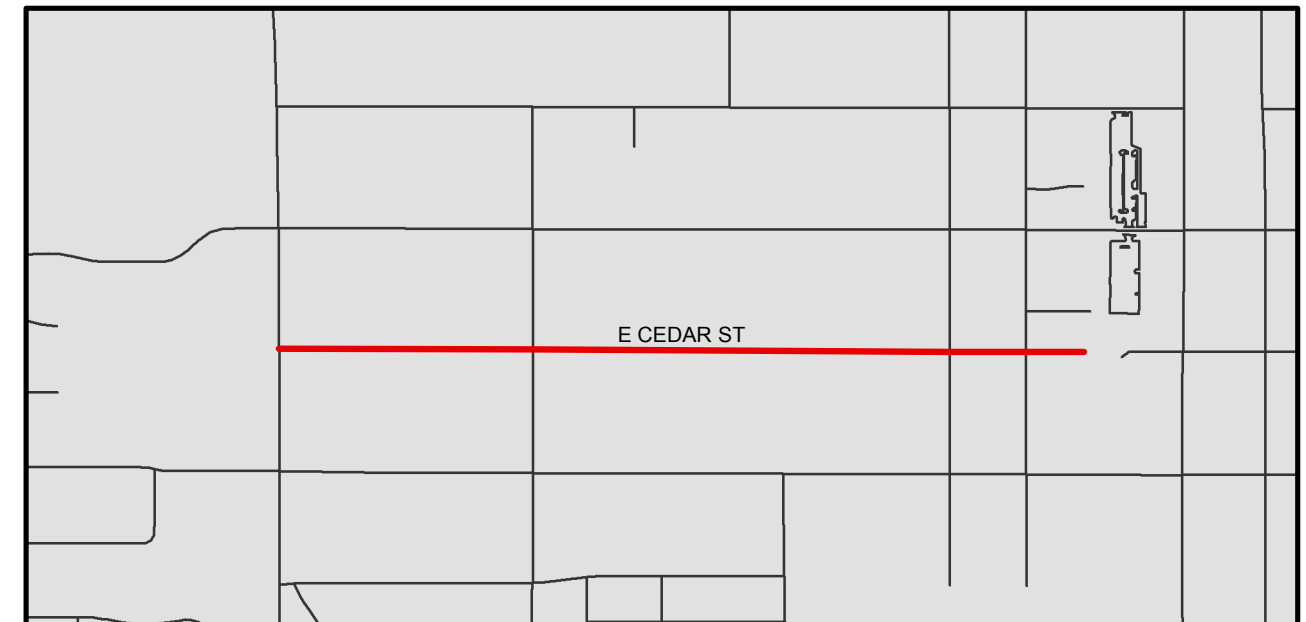
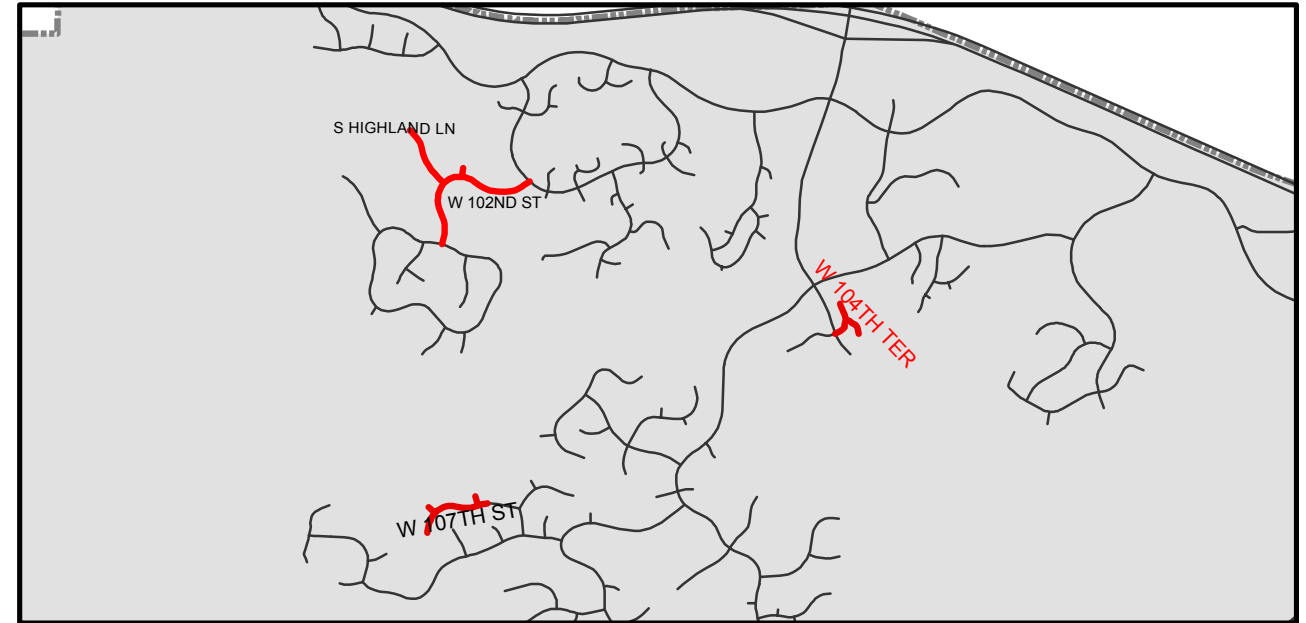
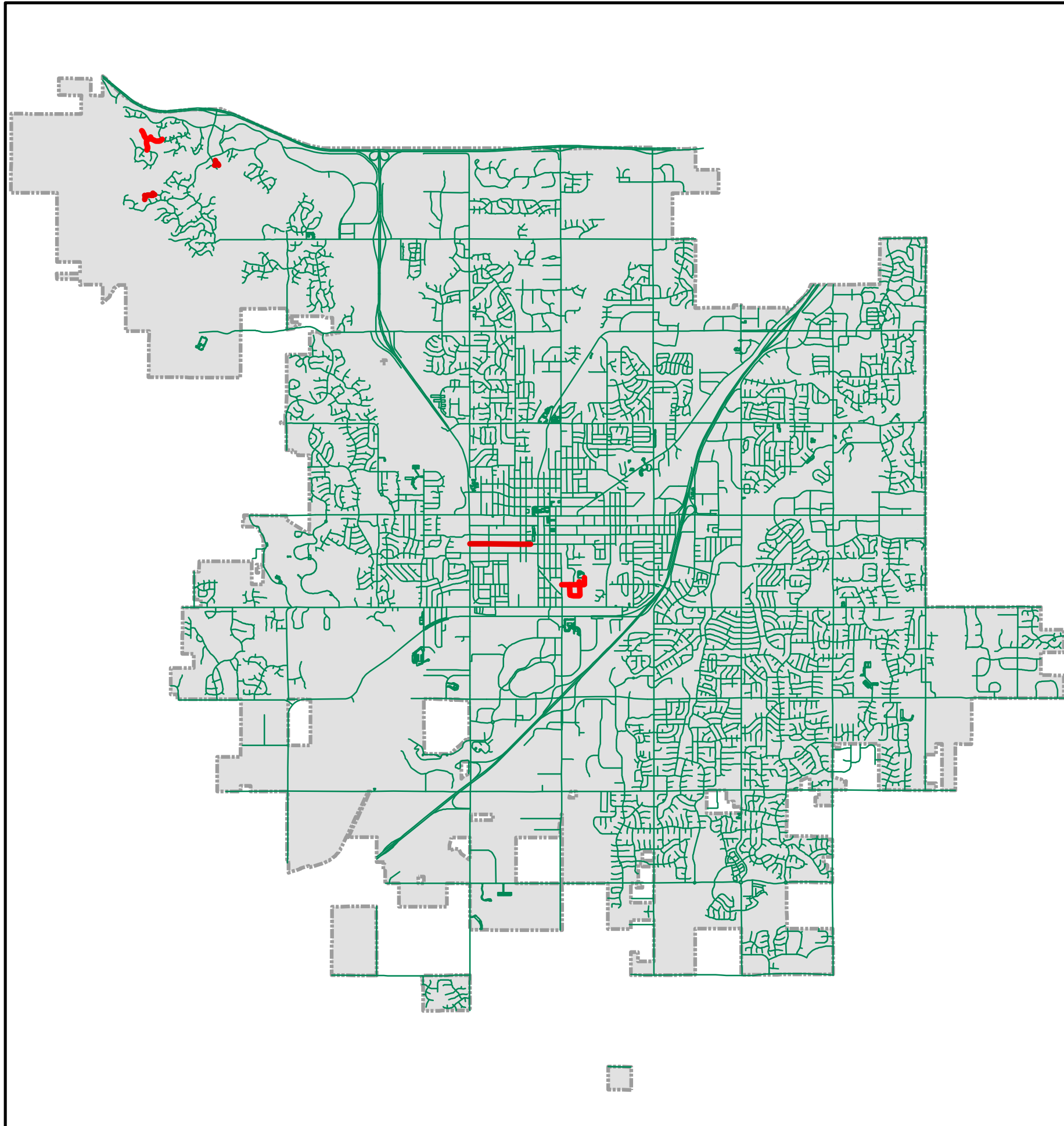
\_\_\_\_\_  
City Clerk

(SEAL)

**APPROVED AS TO FORM:**

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







# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

---

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Change Order No. 4 with Wiedenmann, Inc. for water main replacements in the Ridgeview South neighborhood.

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### ITEM DESCRIPTION:

Consideration of Change Order No. 4 to the contract with Wiedenmann, Inc. for construction of the Sunset Drive and Ridgeview Road Water Main Replacement, Phase 2, Project, PN 5-C-033-16.

---

### SUMMARY:

This water main replacement project will replace 1960s cast iron water pipe in the Ridgeview South neighborhood. The first phase of this project included 2,600 linear feet of water main replacements along Dennis Avenue between Sunset Drive and Keeler Street, and along Keeler Street north from Dennis Avenue. The second phase initially included the replacement of 4,000 linear feet of water mains along Sunset Drive, Sheridan Street, Ridgeview Road, Ridgeway Drive, and Central Street in the Ridgeview South neighborhood area.

This change order will allow for the replacement of an additional 3,500 linear feet of aging 1960s cast iron water pipe and 2,400 linear feet of service lines in the Ridgeview South neighborhood. The addition of this work to the project will complete all needed water distribution system improvements in this neighborhood. Economical construction alternatives and competitive bid pricing resulted in a much lower final construction cost than was originally anticipated. This has left sufficient project budget to include the additional improvements which are needed in the area.

This change order adds \$857,965.00 to the construction contract total. The current contract amount of \$1,031,230.00 will be increased with this change order to \$1,889,195.00. This increase is within the project budget.

Construction of the additional water main replacements is expected to begin in early Spring 2020 and will be completed in Summer of 2020.

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### FINANCIAL IMPACT:

Funding for the Sunset Drive and Ridgeview Road Water Main Replacement, Phase 2, Project includes:

Revenue Bonds	\$ 2,559,318
<u>Water &amp; Sewer Fund</u>	<u>\$ 738,126</u>
Total	\$ 3,297,444

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### ACTION NEEDED:

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MEETING DATE: 11/5/2019

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Approval of Change Order No. 4 to the contract with Wiedenmann, Inc. for construction of the Sunset Drive and Ridgeview Road Water Main Replacement, Phase 2, Project, PN 5-C-033-16.

---

ATTACHMENT(S):

- A: Change Order No. 4
- B: Project Fact Sheet
- C: Project Location Map



CHANGE ORDER NO: 4	PROJECT NAME: Sunset Drive and S Ridgeview Road Water Main
CITY PROJECT NO. 5-C-033-16	
CONTRACT DATE: June 4, 2019	ENCUMBRANCE NO. 701018
CONTRACTOR: Wiedenmann Inc.	
ENGINEER: Burns and McDonnell	

ITEM#	DESCRIPTION	Original QTY	REVISED QTY	UNIT	ORIGINAL UNIT	REVISED UNIT	TOTAL
					PRICE	PRICE	
49****	Mobilization	0	1	LS	\$65,000.00	N/A	\$65,000.00
50****	Traffic Control	0	1	LS	\$51,000.00	N/A	\$51,000.00
51****	Remove & Replace Fire Hydrant Assembly	0	7	EA	\$5,450.00	N/A	\$38,150.00
52****	Install 6" Restrained DIP	0	10	LF	\$400.00	N/A	\$4,000.00
53****	Install 6" HDPE DR11	0	3,275	LF	\$90.00	N/A	\$294,750.00
54****	Install 6" HDPE DR11 (Blake Circle)	0	190	LF	\$215.00	N/A	\$40,850.00
55****	Install 6" Gate Valve	0	9	EA	\$1,250.00	N/A	\$11,250.00
56****	Install 16"x6 Tapping Sleeve & Valve	0	6	EA	\$4,500.00	N/A	\$27,000.00
57****	Install 3/4 Copper Service Line	0	2,850	LF	\$54.00	N/A	\$153,900.00
58****	Install 1" Copper Service Line	0	50	LF	\$61.00	N/A	\$3,050.00
59****	Replace Meter Tile	0	90	EA	\$335.00	N/A	\$30,150.00
60****	Connect Existing Pipe	0	10	EA	\$3,600.00	N/A	\$36,000.00
61****	Plug Existing Main, Remove Abandoned Valves	0	2	EA	\$1,000.00	N/A	\$2,000.00
62****	Plug Existing Main With Concrete	0	4	EA	\$160.00	N/A	\$640.00
63****	Remove Valve From Service	0	5	EA	\$100.00	N/A	\$500.00
64****	Remove & Replace ADA Ramp	0	7	EA	\$1,550.00	N/A	\$10,850.00
65****	Remove & Replace Curb and Gutter	0	270	LF	\$50.00	N/A	\$13,500.00
66****	Remove & Replace Driveway	0	1,000	SF	\$18.00	N/A	\$18,000.00
67****	Remove & Replace Sidewalk	0	275	LF	\$45.00	N/A	\$12,375.00
	Owner's Allowance - Additional Areas	1	N/A	LS	\$0.00	\$45,000.00	\$45,000.00

## DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$986,230.00
Net change by Previous Change Orders	\$45,000.00
The Contract Sum Prior to This Change Order Was	\$1,031,230.00
The Contract Sum Shall be <b>Increased</b> by This Change Order.....	\$857,965.00
The New Contract Sum With All Approved Change Orders Will Be.....	\$1,889,195.00
Original Contract Time.....	120 days
The Contract time Will Be <b>Increased</b> By.....	300 days
The Contract Time With All Approved Change Orders is	420 days
The Day of Substantial Completion as of the Date of This Change Order Therefore is.....	10-Aug-20

RECOMMENDED City of Olathe Public Works	APPROVED Wiedenmann Inc.
Project Manager - Nicole Woods	Contractor

By _____	By _____
Date: _____	Date: _____

APPROVED CITY OF OLATHE, CITY ENGINEER	APPROVED CITY OF OLATHE, MAYOR
---	-----------------------------------

By: _____ Elizabeth A. Wright	By: _____ Michael Copeland
Date: _____	Date: _____

By: _____ City Clerk	AGREEMENT TO THIS _____ day of _____ 2019
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**Project Fact Sheet**  
**Sunset Dr. and Ridgeview Rd. Watermain Replacements, Phase 2**  
**PN 5-C-033-16**  
**November 5, 2019**

**Project Manager:** Beth Wright / Nicole Woods

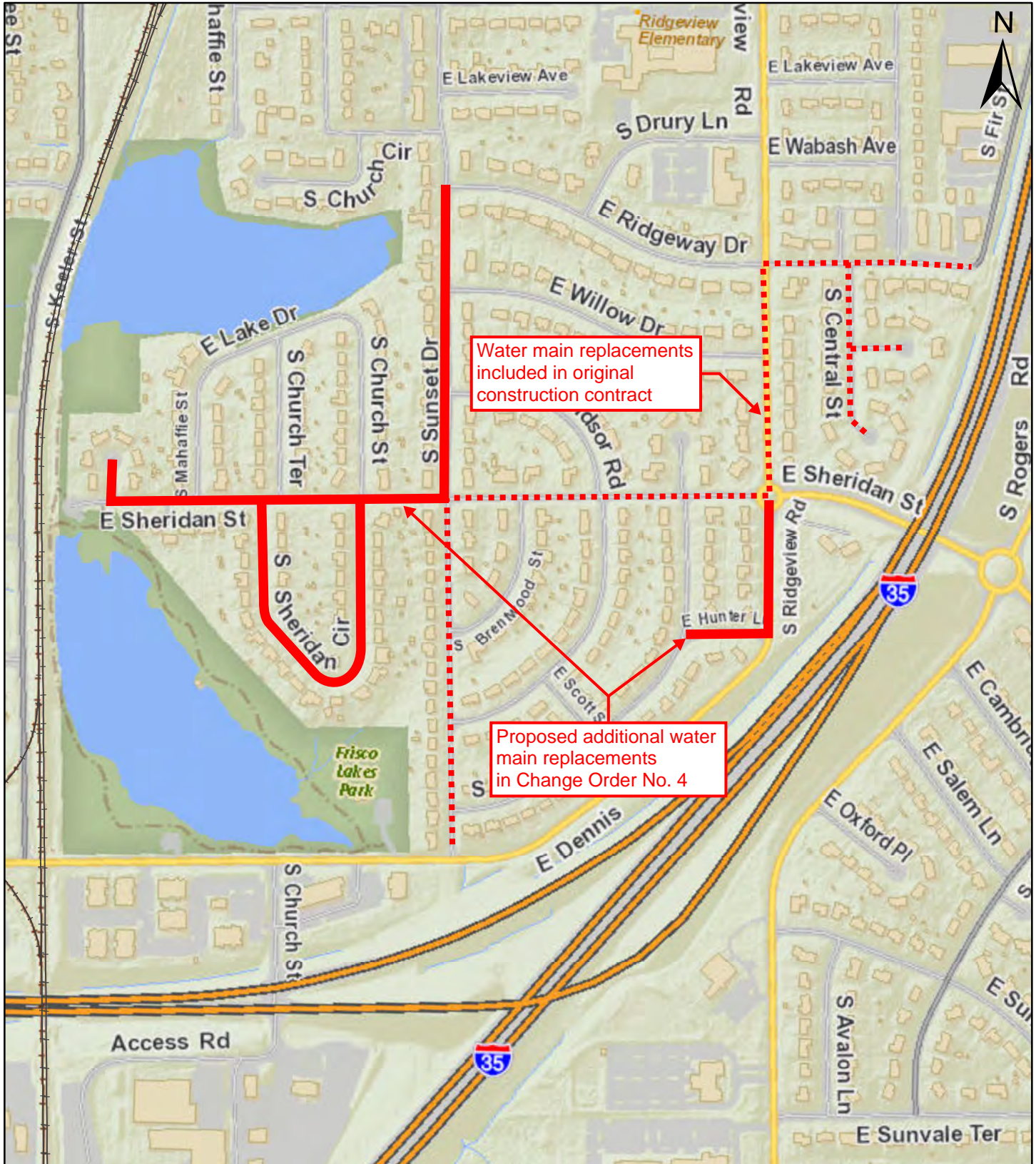
**Description:** The original project includes the replacement of 4,000 linear feet of cast iron water mains in the Ridgeview South neighborhood. Change Order 4 includes 3,500 linear feet of additional water main replacements to the area.

**Justification:** This change order to the project will replace the aging water mains along Sunset Drive, Dennis Avenue, Hunter Lane, Sheridan Circle, and Blake Circle in the Ridgeview South neighborhood area.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	Agreement	7/19/2016
	Phase 1 Design Completion	3/28/2017
	Phase 2 Design Completion	4/18/2019
Construction:	Phase 1 Contract Award	5/2/2017
	Phase 1 Completion	9/27/2017
	Phase 2 Contract Award	6/4/2019
	Phase 2 Completion	8/2020 - Estimated
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Consultant Agreement	7/19/2016	\$ 84,884
Construction Contract Award (Phase 1)	5/2/2017	\$577,704
Construction Contract Award (Phase 2)	6/4/2019	\$986,230
Construction Change Order #4 (Phase 2)	11/5/2019	\$857,965
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
Water & Sewer Fund	\$ 738,126	2016, 2017
Revenue Bonds	\$2,559,318	2018
<b>Total</b>	<b>\$3,297,444</b>	
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 190,000	\$ 166,463
Construction	\$2,750,000	\$ 926,708
Staff Time	\$ 100,000	\$ 66,099
Other Project Costs	\$ 50,000	\$ 25,624
Contingency	\$ 207,444	\$ 0
<b>Total</b>	<b>\$3,297,444</b>	<b>\$1,184,894</b>



**Sunset Drive and S. Ridgeview Road  
Water Main Replacements, Phase 2  
5-C-033-16  
Project Location Map**





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Permanent Utility Easement conveyance to Evergy to allow for the construction of the Woodland Road, K-10 to College Boulevard, Improvements Project, PN 3-C-041-18.

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### ITEM DESCRIPTION:

Consideration of an easement conveyance from the City of Olathe to Evergy Metro, Inc. for the Woodland Road, K-10 to College Boulevard, Improvements Project, PN 3-C-041-18.

---

### SUMMARY:

This project is in place to address the capacity concerns along the corridor. This project will improve Woodland Road to a four-lane divided arterial roadway between K-10 Highway and College Boulevard. Improvements will include pavement reconstruction, curb and gutter, turn lanes, medians, landscaping, on-street bike lanes, sidewalks, storm sewer, and new streetlights.

This project requires Evergy Metro, Inc. (Evergy), formerly Kansas City Power & Light, to relocate their existing overhead and underground facilities. These utility lines are currently located on the west side of Woodland Road and are being relocated further to the west. The existing power line is within a private utility easement owned by Evergy, and per the relocation agreement approved by City Council on July 16, 2019, Olathe agreed to provide a new easement for the relocated power lines.

This project is currently in the utility relocation phase. Project construction is tentatively scheduled to begin in early 2020.

---

### FINANCIAL IMPACT:

Funding for the Woodland Road, K-10 to College Boulevard, Improvements Project, as approved in the 2019 Capital Improvements Plan, includes:

<u>GO Bonds</u>	<u>\$13,076,000</u>
Total	\$13,076,000

---

### ACTION NEEDED:

Approval of an easement conveyance from the City of Olathe to Evergy Metro, Inc. for the Woodland Road, K-10 to College Boulevard, Improvements Project, PN 3-C-041-18.

---

### ATTACHMENT(S):

A: Permanent Utility Easement

B: Project Fact Sheet

---



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MEETING DATE: 11/5/2019

---

C: Project Location Sheet

City Project No. 3-D-041-18

Project Name: Woodland Road, K-10 to College; Tr. #\_\_\_

Parcel No. \_\_\_\_\_

(LLC, Corporation, Partnership)

**PERMANENT UTILITY EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the **CITY OF OLATHE, KANSAS**, a Municipal Corporation, hereinafter called Grantor, and **EVERGY METRO, INC.** a Missouri Corporation, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE  
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollar (\$1.00) in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to loss of trees, overhanging tree branches or landscaping within the easement area, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a permanent easement for public electrical utility lines, in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBIT "A" ATTACHED HERETO  
AND BY REFERENCE MADE A PART HEREOF.**

Pursuant to the franchise agreement between Grantor and Grantee, if Grantor requires the electrical line located in this Permanent Utility Easement to be relocated in the future, Grantor will be responsible for the relocation costs.

Grantee will vacate the area that runs north and south in the easement filed of record in Book 30 at Page 3. Grantee will vacate the area that runs north and south in the easement filed of record in Book 30 at Page 4.

## SECTION TWO RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not allow or construct or permit to be constructed any structure, ~~trees, overhanging tree branches or landscaping, or obstructions on, over, and under~~ the above described easement area or interfere with the construction, maintenance, or operation of utility lines and appurtenance constructed pursuant to this instrument. Grantee and Grantor, or their agents, shall have the right to trim back any overhanging tree branches and landscaping to the main trunk located on Grantor's property.

## SECTION THREE WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

## SECTION FOUR EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**GRANTOR:**

**CITY OF OLATHE, KANSAS,**  
A Municipal Corporation

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

ATTEST:

(SEAL)

\_\_\_\_\_  
Emily Vincent, City Clerk

Property Address:

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

Mailing Address:

P. O Box 768  
Olathe, KS 66051-0781

**ACKNOWLEDGMENT**

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF JOHNSON    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **J. MICHAEL WILKES**, City Manager of the City of Olathe, Kansas, and **DAVID F. BRYANT III**, Deputy City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Appointment Expires:

\_\_\_\_\_

**GRANTEE:**

**EVERGY METRO, INC.,**  
A Missouri Corporation

By: [Signature]

Printed Name: Jack Plummer

Title: Central Design Engineer

Mailing Address:  
P. O. Box 418679  
Kansas City, MO 64141-9679

**ACKNOWLEDGMENT**

STATE OF Kansas )  
COUNTY OF Johnson ) ss:

BE IT REMEMBERED, that on this 9<sup>th</sup> day of October 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack Plummer (Name), Central Design Engineer (Title) of Everygy Metro, Inc., a Missouri Corporation, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

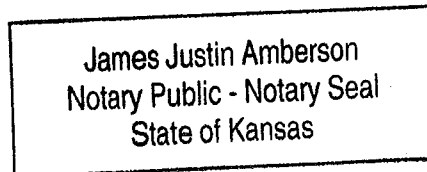
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

[Signature]  
Notary Public

Printed Name: JAMES JUSTIN AMBERSON

My Appointment Expires:

5-10-2023





**EXHIBIT "A"**

**Evergy Metro, Inc. Easement**

All of the West 10.00 feet of the South 1,183.58 feet of the East 60.00 feet of the Northeast Quarter of Section 11, Township 13 South, Range 23 East of the Sixth (6<sup>th</sup>) Principal Meridian, all in the City of Olathe, Johnson County, Kansas.

The above described parcel was created by Kenneth J. Dedrick, PS-1067 on October 09, 2019 with the benefit of ground field survey and contains 11,836 square feet or 0.272 acres, more or less. The exterior lines of the above description shall be extended or truncated as required to intersect the South line of 105<sup>th</sup> Street (Private Drive) and the South line of said Northeast Quarter.

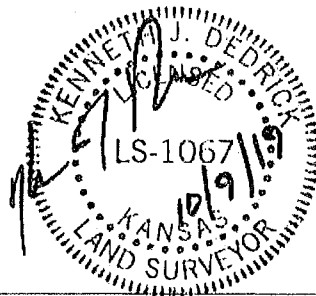
And

All of the West 10.00 feet of the East 60.00 feet of the Southeast Quarter of Section 11, Township 13 South, Range 23 East of the Sixth (6<sup>th</sup>) Principal Meridian, all in the City of Olathe, Johnson County, Kansas.

The above described parcel was created by Kenneth J. Dedrick, PS-1067 on October 09, 2019 with the benefit of ground field survey and contains 26,024 square feet or 0.597 acres, more or less. The exterior lines of the above description shall be extended or truncated as required to intersect the North and South lines of said Southeast Quarter.

**State of Kansas**

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



\_\_\_\_\_  
Kenneth J. Dedrick PS-1067

10/9/19 10:06 AM

\_\_\_\_\_  
Date

Exhibit A  
Woodland Road (College to K-10)  
City of Olathe Project No. 3-C-041-18

KCP&L Perm. Esmt.

DATE: January 22, 2019

(Sheet 1 of 8)

**HNTB**

**LEGEND:**

KCP&L Perm. Esmt.

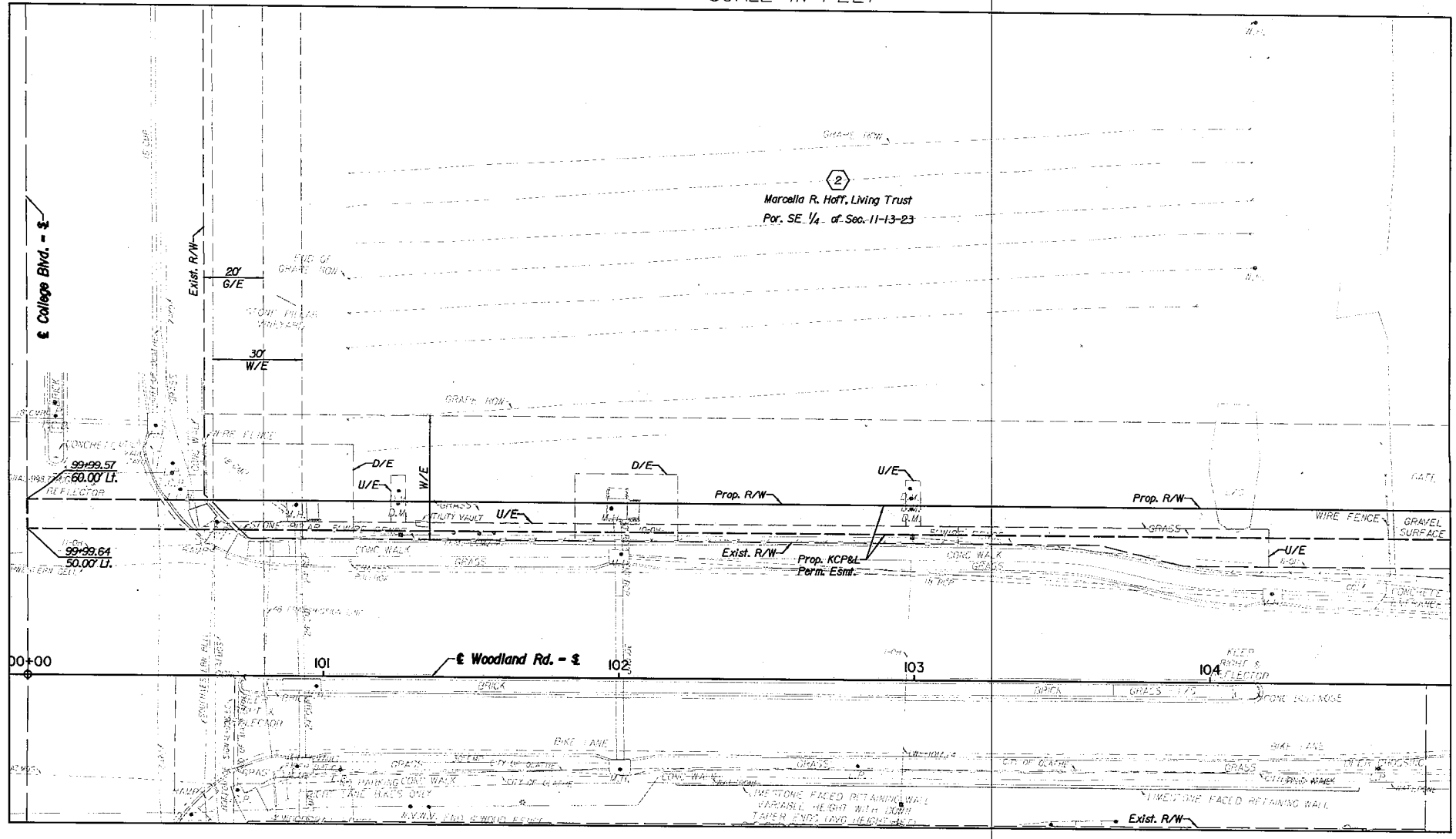
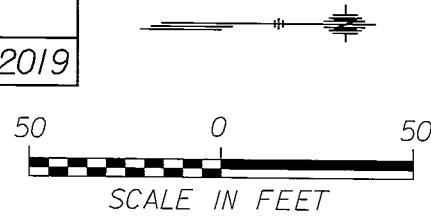




Exhibit A  
Woodland Road (College to K-10)  
City of Olathe Project No. 3-C-041-18

KCP&L Perm. Esmt.

DATE: January 22, 2019

(Sheet 3 of 8)

**HNTB**

LEGEND:  
KCP&L Perm. Esmt.

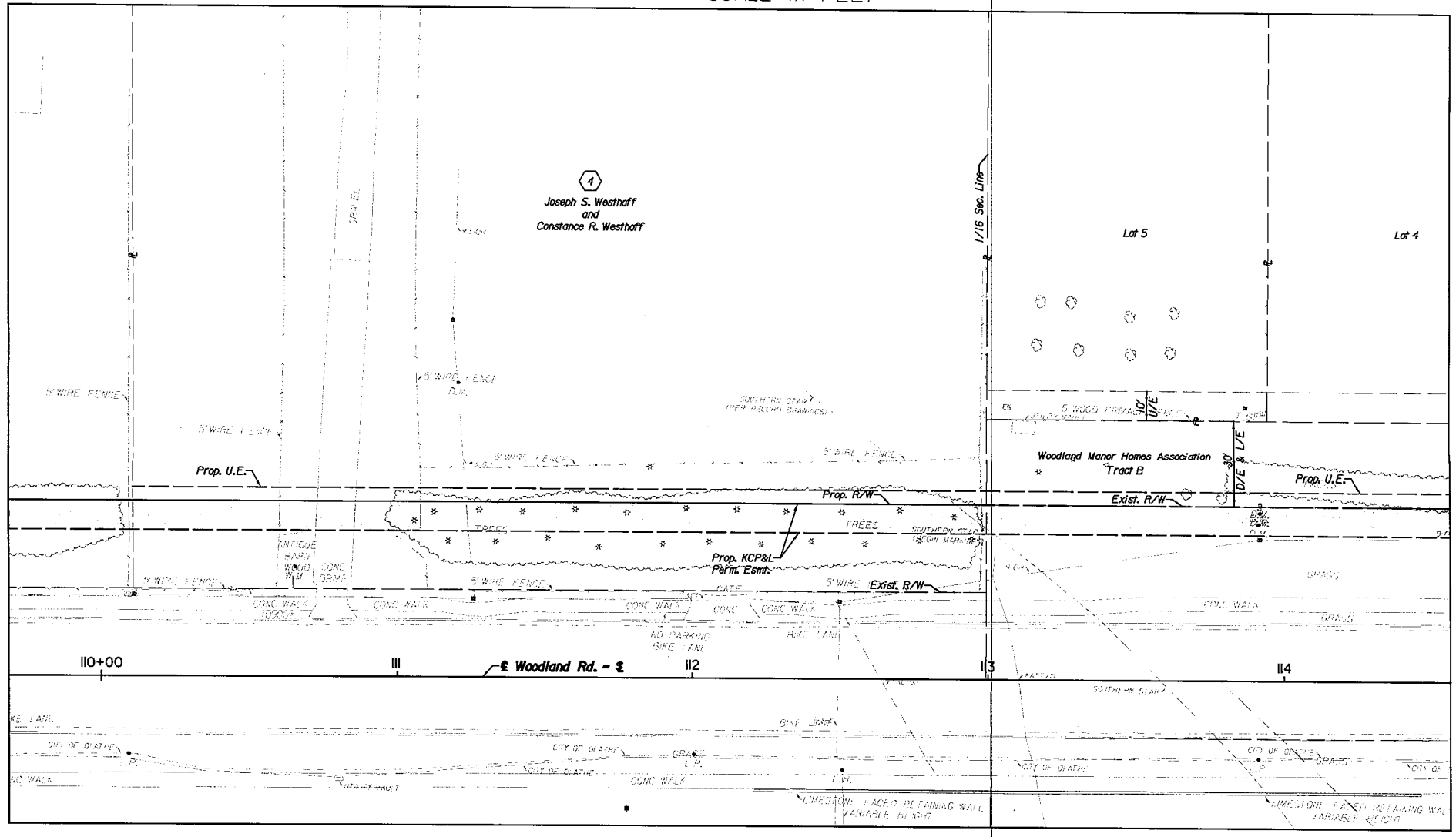
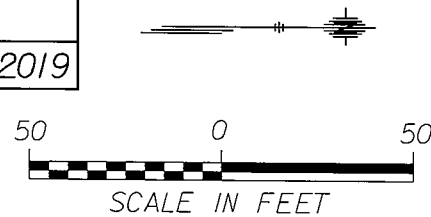


Exhibit A  
Woodland Road (College to K-10)  
City of Olathe Project No. 3-C-041-18

KCP&L Perm. Esmt.

DATE: January 22, 2019

(Sheet 4 of 8)

**HNTB**

LEGEND:  
KCP&L Perm. Esmt.

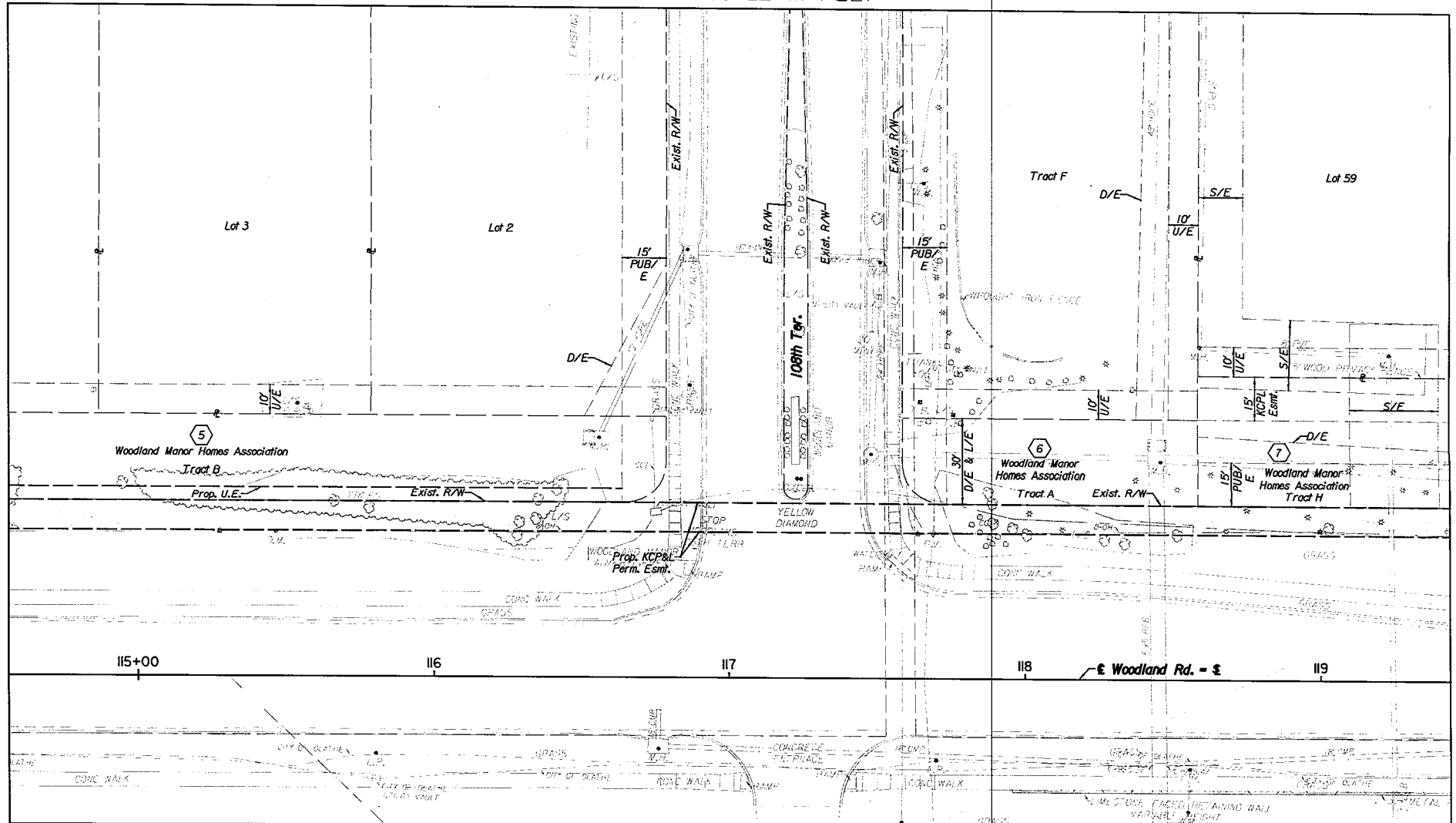
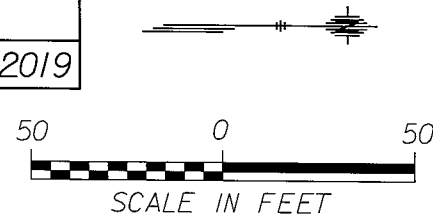






Exhibit A  
Woodland Road (College to K-10)  
City of Olathe Project No. 3-C-041-18

KCP&L Perm. Esmt.

DATE: January 22, 2019

(Sheet 6 of 8)

**HNTB**

LEGEND:  
KCP&L Perm. Esmt.

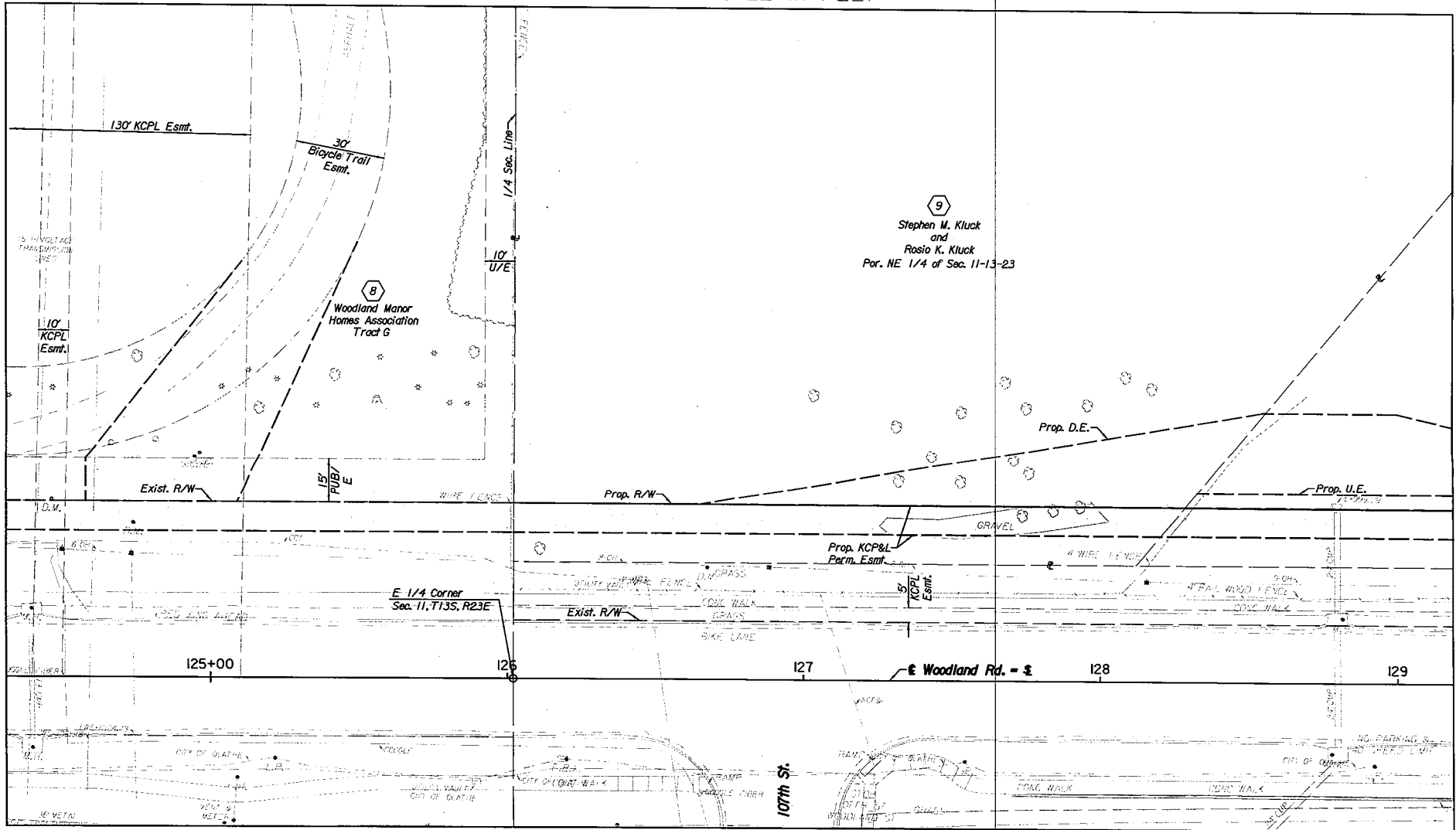
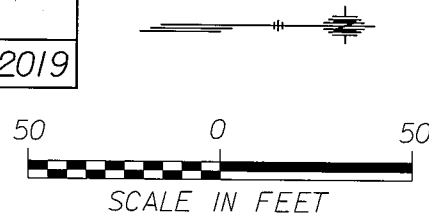


Exhibit A  
Woodland Road (College to K-10)  
City of Olathe Project No. 3-C-041-18

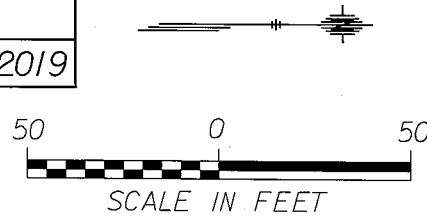
KCP&L Perm. Esmt.

DATE: January 22, 2019

(Sheet 7 of 8)

**HNTB**

LEGEND:  
KCP&L Perm. Esmt.



10  
Norman B. Dennis, Jr.  
and  
Patricia L. Dennis  
Por. NE 1/4 of Sec. 11-13-23

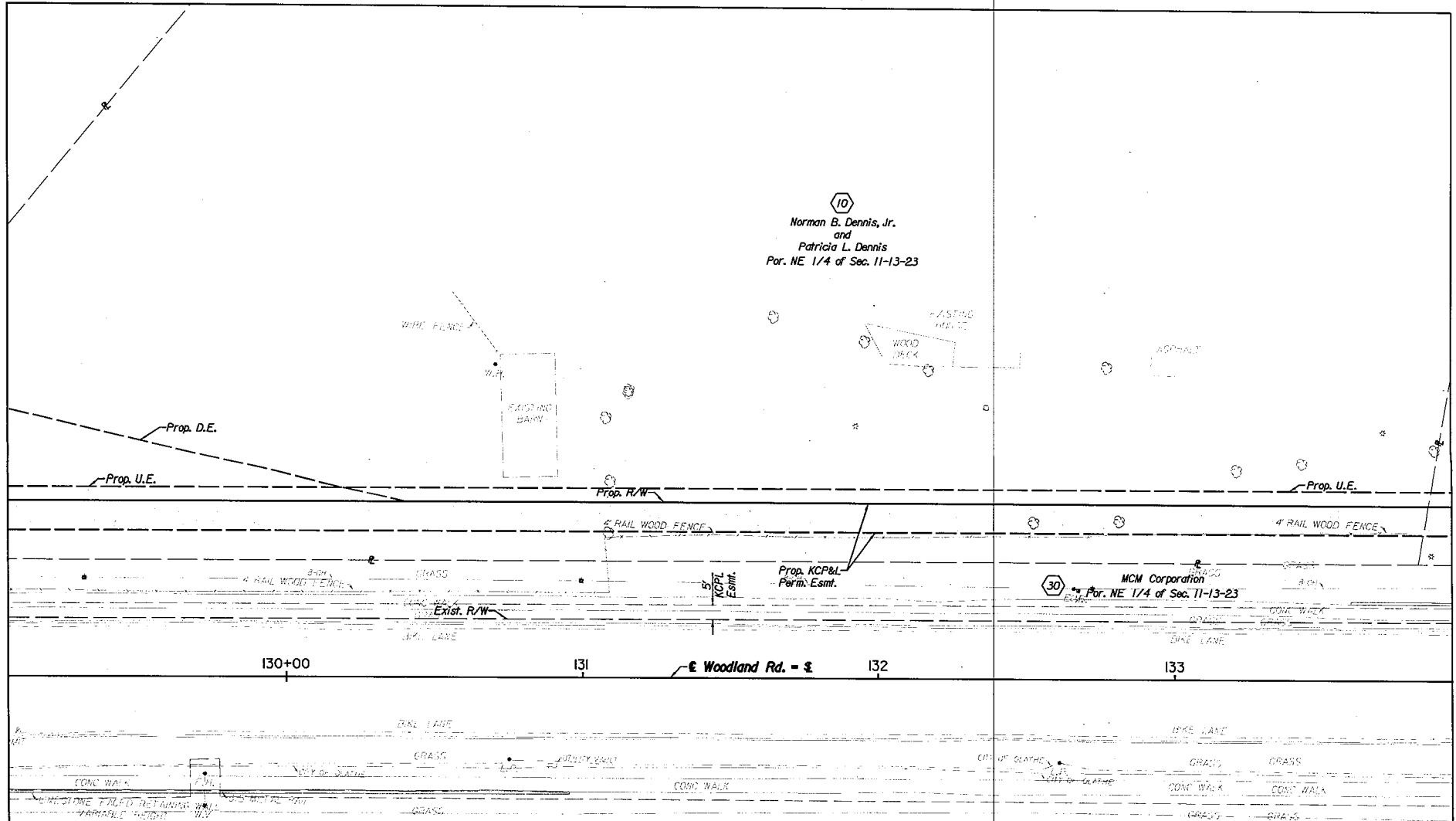


Exhibit A  
Woodland Road (College to K-10)  
City of Olathe Project No. 3-C-041-18

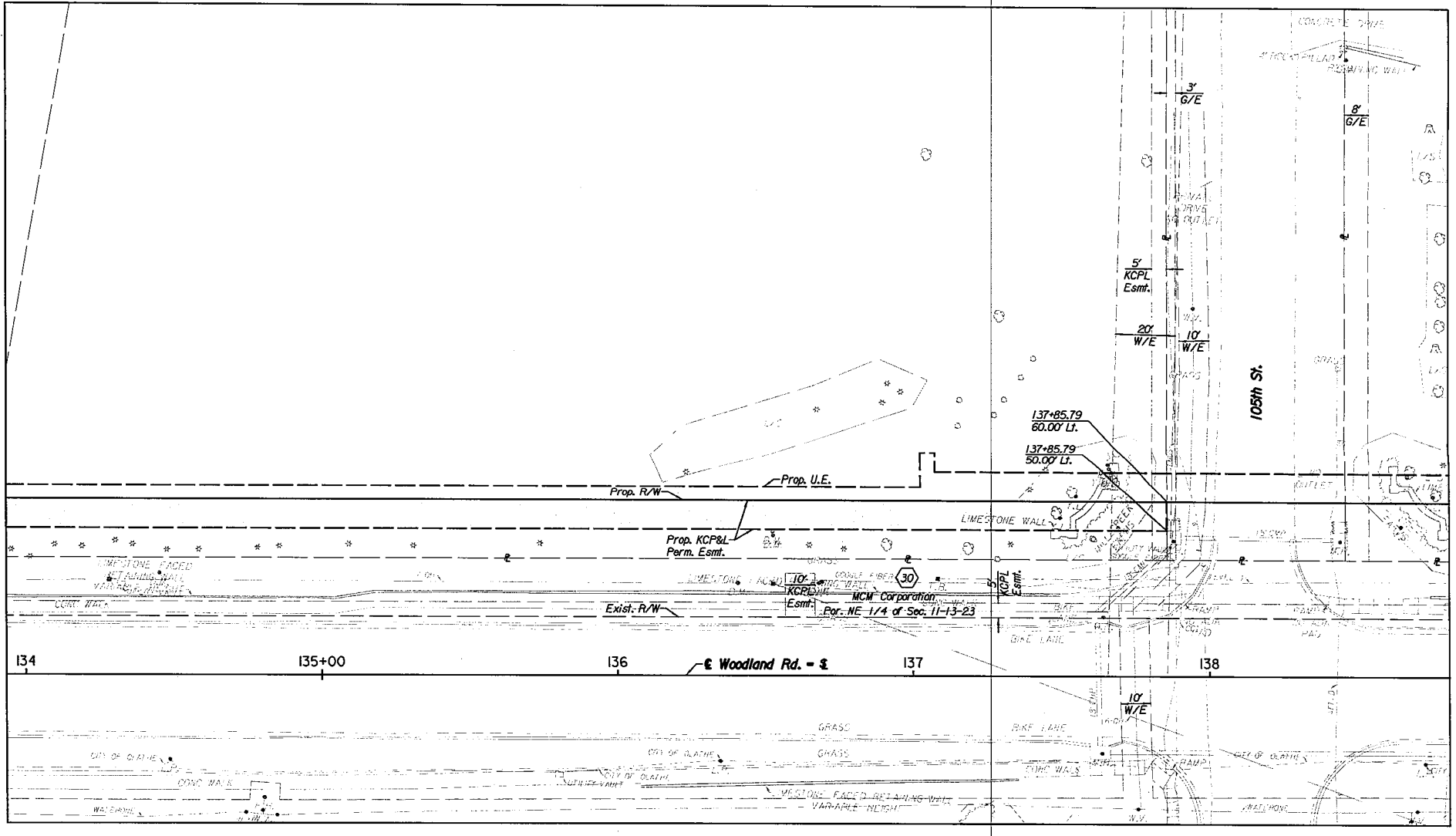
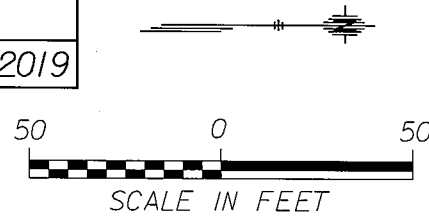
KCP&L Perm. Esmt.

DATE: January 22, 2019

(Sheet 8 of 8)

**HNTB**

LEGEND:  
KCP&L Perm. Esmt.





Attachment B

**Project Fact Sheet**  
**Woodland Road, K-10 to College Boulevard**  
**3-C-041-18**  
**November 5, 2019**

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

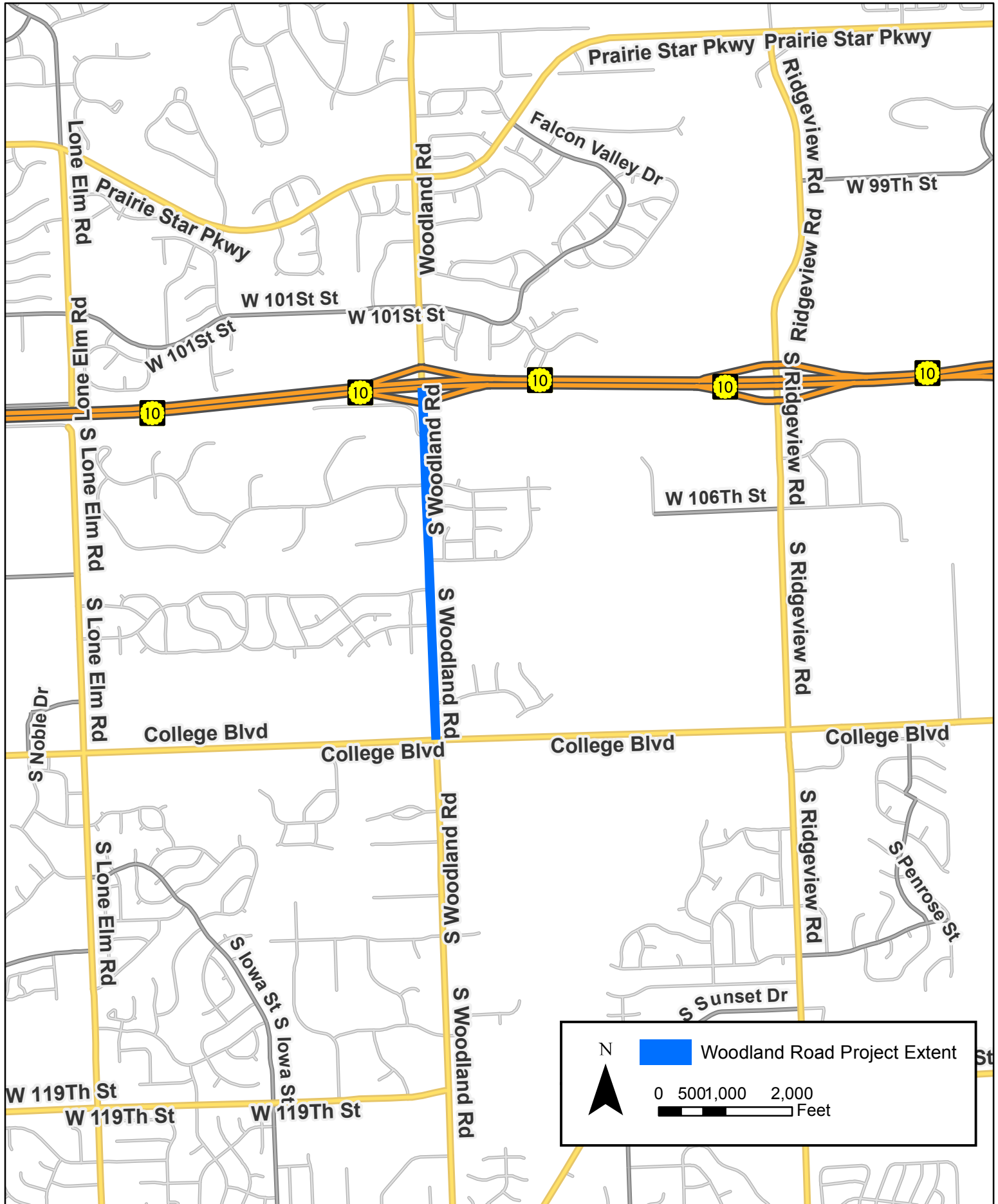
**Description:** This project will improve Woodland Road from a 2-lane section to a 4-lane divided arterial from K-10 Highway to College Boulevard. Improvements will include pavement reconstruction, median construction, landscaping, bike lanes, sidewalks, curb and gutter, storm sewer, streetlighting, and all other related work necessary to complete the project.

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

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	RFQ	11/27/2017
	Consultant Selection	2/20/2018
Construction:	Contract Award	1/21/2020 - Tentative
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Project Authorization	2/20/2018	\$13,076,000
PSA with HNTB	2/20/2018	\$996,329
WaterOne Agreement	7/16/2019	\$819,680
ATMOS Agreement	7/16/2019	\$321,411
KCP&L Agreement	7/16/2019	\$673,447
Easement to Evergy	11/05/2019	N/A
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
GO Bonds	\$13,076,000	2021
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 1,000,000	\$ 857,971
Land Acquisition	\$ 700,000	\$ 683,976
Staff	\$ 50,000	\$ 22,369
Inspection	\$ 100,000	\$ 0
Utilities	\$ 1,150,000	\$ 25,028
Construction	\$ 9,950,000	\$ 0
Contingency	\$ 126,000	\$ 9,340
<b>Total</b>	<b>\$13,076,000</b>	<b>\$1,598,684</b>

# Woodland Road, K-10 to College Blvd

## PN 3-C-041-18





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Contract with Olsson, Inc. for design services for the Waterline Rehabilitation Project, PN 5-R-000-20.

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### ITEM DESCRIPTION:

Consideration of a Master Agreement for Professional Services with Olsson, Inc. for design of the Waterline Rehabilitation Project, PN 5-R-000-20.

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### SUMMARY:

This project is in place to allow the City of Olathe to rehabilitate and replace waterlines in poor condition as identified and prioritized through asset management procedures to increase the reliability of the City's water distribution system and reduce the number of waterline breaks.

A Request for Qualifications for this project was issued on September 12, 2019. Six (6) firms responded to this request and Olsson, Inc. (Olsson) was selected based on the submitted qualifications. The proposed agreement with Olsson is on an as-needed basis and includes design of multiple rehabilitation projects for both contractors and in-house construction crews. Additionally, services may include engineering studies, water system modeling, survey of existing conditions, utility coordination, cost estimates, land acquisition documentation needed for right-of-way or easements (title reports, easement documents, etc.), development of construction plans, and assistance with bidding of construction projects. The total cost of this agreement is \$100,000.

Per the Request for Qualifications, the term of this agreement will be for one (1) year from the date of award. The City shall have the option of extending the agreement for a period of up to three (3) years from the date of award.

The project is scheduled to begin design in November 2019 with construction occurring throughout 2020.

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### FINANCIAL IMPACT:

Funding for the Waterline Rehabilitation Project, PN 5-R-000-20, as approved in the 2019 Capital Improvement Plan, includes:

Revenue Bonds	\$ 800,000
<u>Water/Sewer Fund</u>	<u>\$ 200,000</u>
Total:	\$1,000,000

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### ACTION NEEDED:

Approval of a Master Agreement for Professional Services with Olsson, Inc. for design of the Waterline Rehabilitation Project, PN 5-R-000-20.

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MEETING DATE: 11/5/2019

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ATTACHMENT(S):

A: Master Agreement for Professional Services

B: Project Fact Sheet

## **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("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 has various waterline projects in Olathe, Kansas, and requires the following services:

### **Waterline On-Call Engineering Services** **Project No. 5-R-000-20**

The required services are more fully described in **Exhibit A** (attached hereto and incorporated herein by reference).

City contracts with Consultant for the performing of Professional Services through the use of Task Orders as described herein, in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to City that Consultant is professionally qualified to perform these Professional Services and is licensed to practice engineering by all public entities having jurisdiction over Consultant and the projects.

### **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 A**.

**"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 a Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed in connection with a 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 a 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" means all or part of a project identified by City in a Task Order.

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

"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 \$100,000.00 (One Hundred Thousand Dollars and No Cents), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit B** attached hereto and incorporated by reference, plus reimbursable

expenses as set forth below. All bills will be submitted to City on a monthly basis as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost 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 the scope of this Agreement or any Task Order, or 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 B**; 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 B**. 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. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit B**.
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 a 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 B**. 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 a Task Order completed to date. This report will serve as support for payment to Consultant.

## **SECTION III - RESPONSIBILITIES OF CONSULTANT**

Consultant will perform the Professional Services in accordance with written Task Orders issued by City and agreed to by Consultant. Task Orders will be substantially similar to the form provided in **Exhibit C**.

### **A. TASK ORDERS**

1. City or Consultant will prepare a Task Order providing a scope and all appropriate attachments for the other party to review and approve.
2. City, upon its acceptance, will sign and approve the Task Order and return a fully executed copy to Consultant.
3. City may require a Task Order to contain an estimate of cost, an estimate of time, or a funding limitation, and if so required, the Task Order must contain those items.
4. Consultant will notify City as soon as practicable if it appears that an estimate and/or funding limitation will be exceeded. Professional Services provided in excess of estimates or funding limitations must be approved in writing by City.
5. All Task Orders or other forms of written authorization will be subject to the terms and

conditions in this Agreement. In the event any provision contained in a Task Order or other form of written authorization conflicts with any terms or conditions in this Agreement, the provisions of this Agreement will control.

## **B. PRELIMINARY DESIGN TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, preliminary design services will meet the requirements listed in this section.
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.
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. If required by a Task Order, 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.

## **C. FINAL DESIGN TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, final design services will meet the requirements listed in this section.

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.
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.

**D. BIDDING PHASE TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, bidding phase services will meet the requirements listed in this Section.
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.

**E. CONSTRUCTION PHASE TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, construction phase services will meet the requirements listed in this Section.



2. 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.
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.

## **F. GENERAL DUTIES AND RESPONSIBILITIES**

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning a Project. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Agreement: Jonathan Hoflander. As principal, 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 Agreement. 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 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 a 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 a Task Order; 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 a Task Order and performance of Consultant's obligations under this Agreement.

##### **C. DUTIES**

City will perform the various duties and services in all phases of a Project which are outlined and designated in a Task Order 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 a Task Order.

**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 a Task Order. 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 a Project.

**G. PROJECT REPRESENTATIVE**

City will designate a Project Manager to represent City in coordinating this Agreement 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 a Task Order 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: Aaron Wasko  
1385 S Robinson Drive  
Olathe, KS 66061

Olsson, Inc.  
Attn: Jonathan Hoflander  
1301 Burlington St, Ste 100  
North Kansas City, MO 64116

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 a Task Order 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 this Agreement 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 a Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

#### **E. INDEMNITY**

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for

injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

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

**F. AFFIRMATIVE ACTION/OTHER LAWS**

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



accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;

- d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
  - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- 2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
  - 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
  - 4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

#### **G. ENTIRE AGREEMENT**

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

#### **H. APPLICABLE LAW, JURISDICTION, AND VENUE**

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

**I. NO THIRD-PARTY BENEFICIARIES**

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

**J. INDEPENDENT CONTRACTOR**

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

**K. DELIVERABLES**

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

**L. COVENANT AGAINST CONTINGENT FEES**

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

**M. COMPLIANCE WITH LAWS**

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

**N. TITLES, SUBHEADS AND CAPITALIZATION**

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

**O. SEVERABILITY CLAUSE**

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

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

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

1. This Agreement;
2. Task Order;
3. City's Request for Proposals/Request for Qualifications (incorporated by reference);
4. Consultant's Response to RFP/RFQ (incorporated by reference).

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

**Q. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

**CITY OF OLATHE, KANSAS**

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

ATTEST:

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

(Seal)

APPROVED AS TO FORM:

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

Olsson, Inc.

By: 

\_\_\_\_\_  
Jonathan Hoflander, Technical Leader

1301 Burlington St, Ste 100  
North Kansas City, MO 64116

**TABLE OF CONTENTS  
OF EXHIBITS**

<b>Exhibit A</b>	<b>Description of Services</b>
<b>Exhibit B</b>	<b>Fee &amp; Rate Schedule</b>
<b>Exhibit C</b>	<b>Sample Task Order Form</b>
<b>Exhibit D</b>	<b>Land Acquisition Checklist for Consultant Projects</b>
<b>Exhibit E</b>	<b>City of Olathe Insurance Requirements</b>
<b>Exhibit F</b>	<b>Certificate of Insurance</b>
<b>Exhibit G</b>	<b>Certificate of Good Standing to Conduct Business in Kansas</b>

**EXHIBIT A**  
**Description of Services**

The City of Olathe requires professional engineering services for various waterline improvement projects throughout the City. Projects may include survey of existing conditions, engineering studies, water system modeling, waterline design, cost estimates, acquisition documentation for any right-of-way or easements (if needed); developing construction plans and bid documents in accordance with Olathe design criteria and technical specifications and KDHE requirements; coordination with other utilities, the railroad, and Olathe, assistance with bidding of projects for construction and assistance (as needed) throughout construction.

**EXHIBIT B**  
**Fee & Rate Schedule**



## KS 2019 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Practice/Regional Leader	\$ 263.00
Office Leader	\$ 223.00
Senior Project Manager	\$ 223.00
Client Relations Manager	\$ 223.00
Industry Expert	\$ 223.00
Technical Leader	\$ 170.00
Team Leader	\$ 189.00
Project Management Specialist	\$ 164.00
Senior Engineer	\$ 173.00
Senior Project Engineer	\$ 156.00
Project Engineer	\$ 140.00
Associate Engineer	\$ 118.00
Assistant Engineer	\$ 99.00
Senior Scientist	\$ 152.00
Senior Project Scientist	\$ 136.00
Project Scientist	\$ 119.00
Associate Scientist	\$ 99.00
Assistant Scientist	\$ 82.00
Senior Planner	\$ 152.00
Senior Project Planner	\$ 136.00
Project Planner	\$ 119.00
Associate Planner	\$ 99.00
Assistant Planner	\$ 82.00
Senior Landscape Architect	\$ 154.00
Senior Project Landscape Architect	\$ 138.00
Project Landscape Architect	\$ 123.00
Associate Landscape Architect	\$ 101.00
Assistant Landscape Architect	\$ 83.00
Senior Construction Manager	\$ 162.00
Senior Project Construction Manager	\$ 146.00
Project Construction Manager	\$ 130.00
Associate Construction Manager	\$ 108.00
Assistant Construction Manager	\$ 90.00
Design Manager	\$ 138.00
Design Technical Manager	\$ 138.00
Design Associate	\$ 110.00
Senior Technician	\$ 91.00
Associate Technician	\$ 77.00
Assistant Technician	\$ 66.00
Manager CA	\$ 127.00
Technical Manager CA	\$ 108.00
Assistant Manager CA	\$ 96.00
Senior Technician CA	\$ 86.00
Associate Technician CA	\$ 72.00
Assistant Technician CA	\$ 61.00

<u>Classification</u>	<u>Billing Rate</u>
Senior Surveyor	\$ 123.00
Survey Technical Manager	\$ 123.00
Surveyor	\$ 96.00
Associate Surveyor	\$ 77.00
Assistant Surveyor	\$ 63.00
Senior Administrative Coordinator	\$ 105.00
Administrative Coordinator	\$ 83.00
Administrative Assistant	\$ 72.00
Secretarial/Office Assistant	\$ 52.00
Senior Systems Specialist	\$ 160.00
Student Intern - Level 3	\$ 77.00
Student Intern - Level 2	\$ 66.00
Student Intern - Level 1	\$ 55.00
Economic Development Specialist	\$ 104.00
Economic Development Coordinator	\$ 86.00
Economic Development Associate	\$ 71.00
GIS Specialist	\$ 107.00

The above rate schedule will be applicable to this Master Agreement for Professional services until December 31, 2019. Rates are subject to changed based upon updates to billing rates for the upcoming year.

## REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<b><u>Classification</u></b>	<b><u>Cost</u></b>
Automobiles (Personal Vehicle)	\$0.58/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

\*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**EXHIBIT C**  
**Sample Task Order Form**

**TASK ORDER NO. \_\_\_\_**

This Task Order is made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated \_\_\_\_\_ (the “Agreement”), between City of Olathe, Kansas (“City”) and \_\_\_\_\_ (“Consultant”) (collectively, the “Parties”). This Task Order is made for the following purpose, consistent with the Agreement and the following project:

[INSERT PROJECT/TASK DESCRIPTION]

**Section A – Scope of Services**

[INSERT TASKS/SUBTASKS]

**Section B – Schedule**

[INSERT SCHEDULE]

**Section C – Compensation**

C.1 In return for the performance of the foregoing obligations, City will pay to Consultant the estimated amount of \$\_\_\_\_\_, payable according to terms of the Agreement.

C.2 City will pay Consultant according to the fee/rate schedule in **Exhibit B** of the Agreement.

C.3 Compensation for the following additional services not included in this Task Order (if any) will be paid by City to Consultant as follows:

None. [OR INSERT SPECIFICS]

**Section D – Owner Responsibilities**

The Owner will provide the following:

None. [OR INSERT SPECIFICS]

**Section E – Other Provisions**

The Parties agree to the following provisions with respect to this specific Task Order:

The parties hereto have caused this Task Order to be executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CITY OF OLATHE, KANSAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OLSSON, INC.**

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

Name: Jonathan Hoflander

Title: Technical Leader

Date: October 28, 2019

## 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)

10/24/2019

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).

<b>PRODUCER</b> SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	<b>CONTACT</b> NAME: Molly Harmon PHONE (A/C. No. Ext): 402-964-5598 E-MAIL ADDRESS: mharmon@ssgi.com FAX (A/C. No): 402-557-6325														
<b>INSURED</b> Olsson, Inc. 1301 Burlington St, Ste. 100 816-361-1177 Kansas City MO 64116	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Ind. Co. Of America</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Ins. Co.</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co. of America</td> <td style="text-align: center;">36161</td> </tr> <tr> <td>INSURER D: Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER E: ACE AMERICAN INSURANCE COMPANY</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	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 F:															

**COVERAGES**
**CERTIFICATE NUMBER: 773389834**
**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P-630-8D707184	1/1/2019	1/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	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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B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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			P-810-2L645724	1/1/2019	1/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$																		
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D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	UB-9H987803-18-43	1/1/2019	1/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">X</td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 75%;"></td> </tr> <tr><td colspan="3"></td><td>E.L. EACH ACCIDENT</td></tr> <tr><td colspan="3"></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td colspan="3"></td><td>E.L. DISEASE - EA EMPLOYEE</td></tr> <tr><td colspan="3"></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td colspan="3"></td><td>E.L. DISEASE - POLICY LIMIT</td></tr> <tr><td colspan="3"></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	X	PER STATUTE	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
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E	Professional Liability Claims Made			EON G25589993 006	1/1/2019	1/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PL Each Claim</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>PL Aggregate</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>PL Ded Per Claim</td><td style="text-align: right;">\$350,000</td></tr> </table>	PL Each Claim	\$5,000,000	PL Aggregate	\$5,000,000	PL Ded Per Claim	\$350,000																						
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**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#: 5-R-000-18. Project: Waterline On-Call Engineering Services.  
 The city is Additional Insured with respects to General Liability including completed operations and Automobile 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, Kansas PO Box 768 Olathe KS 66051	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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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 October 24, 2019

**SCOTT SCHWAB**  
**SECRETARY OF STATE**

Certificate ID: 1116820 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



**Project Fact Sheet**  
**Waterline Rehabilitation Project**  
**5-R-000-20**  
**November 5, 2019**

**Project Manager:** Beth Wright / Aaron Wasko

**Description:** This project allows the City of Olathe to rehabilitate and replace waterlines in poor condition as identified and prioritized through asset management procedures to increase the reliability of the City's water distribution system and reduce the number of waterline breaks.

**Justification:** This project will improve the reliability of the water distribution system and will reduce the number of waterline breaks.

**Comments:** The design services for this project are funded from the Waterline Rehabilitation Project, 5-R-000-20.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
	Consultant Selection	10/18/2019
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Project Authorization (5-R-000-20)	2/5/2019	\$800,000
Consultant Agreement	11/5/2019	\$100,000
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
Revenue Bonds (5-R-000-20)	\$800,000	2020
Water/Sewer Fund (5-R-000-20)	\$200,000	2020
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 100,000	\$0
Construction	\$ 850,000	\$0
Staff Time	\$ 50,000	\$0
<b>Total</b>	<b>\$1,000,000</b>	<b>\$0</b>



# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Contract with TREKK Design Group, LLC for design services for the Sanitary Sewer Rehabilitation Project, PN 1-R-000-20, and the Neighborhood Sanitary Sewer Improvements Project, PN 1-R-100-20.

---

### ITEM DESCRIPTION:

Consideration of a Master Agreement for Professional Services with TREKK Design Group, LLC for design of the Sanitary Sewer Rehabilitation Project, PN 1-R-000-20, and the Neighborhood Sanitary Sewer Improvements Project, PN 1-R-100-20.

---

### SUMMARY:

These projects are in place to rehabilitate existing sanitary sewers that are in poor structural condition, resulting in a reduction of inflow and infiltration (I&I) and lower operational and maintenance costs.

A Request for Qualifications for this project was issued on September 12, 2019. Four (4) firms responded to this request and TREKK Design Group, LLC (TREKK) was selected based on the submitted qualifications. The proposed agreement with TREKK is on an as-needed basis and includes design of multiple rehabilitation projects for both contractors and in-house construction crews, sanitary sewer modeling, flow monitoring of various sanitary sewer sub-basins, investigation of sanitary sewer mains and bootleg connections, survey of existing conditions, utility coordination, cost estimates, land acquisition documentation needed for right-of-way or easements (title reports, easement documents, etc.), development of construction plans, and assistance with bidding of construction projects.

Additionally, this agreement includes the investigation and cleaning of over 13.5 miles of large diameter sanitary sewer trunk mains in the Indian Creek basin. These sanitary sewer trunk mains range from 18-inches to 54-inches in diameter and are outside the capability of our Field Operations crews and equipment to investigate and clean. These sewer mains have not been cleaned and inspected in over 20 years, and this maintenance is necessary to ensure the longevity of these assets.

The total cost of this agreement is \$750,000.

Per the Request for Qualifications, the term of this agreement will be for one (1) year from the date of award. The City shall have the option of extending the agreement for a period of up to three (3) years from the date of award.

The project is scheduled to begin services in November 2019 with construction occurring throughout 2020.

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**FINANCIAL IMPACT:**

Funding for the Sanitary Sewer Rehabilitation Project, PN 1-R-000-20, and the Neighborhood Sanitary Sewer Improvements Project, PN 1-R-100-20, as approved in the 2019 Capital Improvement Plan, includes:

Sanitary Sewer Rehabilitation (1-R-000-20):	SDF Funds	\$ 500,000
	<u>Water/Sewer Fund</u>	<u>\$ 500,000</u>
	Total:	\$1,000,000
Neighborhood Sanitary Sewer Improvements (1-R-100-20):	Revenue Bonds	\$ 400,000
	<u>Water/Sewer Fund</u>	<u>\$ 50,000</u>
	Total:	\$ 450,000

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**ACTION NEEDED:**

Approval of a Master Agreement for Professional Services with TREKK Design Group, LLC for design of the Sanitary Sewer Rehabilitation Project, PN 1-R-000-20, and the Neighborhood Sanitary Sewer Improvements Project, PN 1-R-100-20.

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**ATTACHMENT(S):**

- A: Master Agreement for Professional Services
- B: Project Fact Sheet



## **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

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

City has various sanitary sewer projects in Olathe, Kansas, and requires the following services:

### **Sanitary Sewer On-Call Engineering Services** **Project No. 1-R-000-20 & 1-R-100-20**

The required services are more fully described in **Exhibit A** (attached hereto and incorporated herein by reference).

City contracts with Consultant for the performing of Professional Services through the use of Task Orders as described herein, in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to City that Consultant is professionally qualified to perform these Professional Services and is licensed to practice engineering by all public entities having jurisdiction over Consultant and the projects.

### **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 A**.

**"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 a Project, including all supervision, materials, supplies, labor, tools, equipment,

transportation and/or other facilities furnished, used or consumed in connection with a 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 a 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" means all or part of a project identified by City in a Task Order.

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

"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 \$750,000.00 (Seven Hundred and Fifty Thousand Dollars and No Cents), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, and will be billed by Consultant using hourly rates and equipment

charges as set forth in **Exhibit B** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City on a monthly basis as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost 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 the scope of this Agreement or any Task Order, or 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 B**; 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 B**. 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. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit B**.
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 a 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 B**. 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 a Task Order completed to date. This report will serve as support for payment to Consultant.

### **SECTION III - RESPONSIBILITIES OF CONSULTANT**

Consultant will perform the Professional Services in accordance with written Task Orders issued by City and agreed to by Consultant. Task Orders will be substantially similar to the form provided in Exhibit C.

#### **A. TASK ORDERS**

1. City or Consultant will prepare a Task Order providing a scope and all appropriate attachments for the other party to review and approve.
2. City, upon its acceptance, will sign and approve the Task Order and return a fully executed copy to Consultant.
3. City may require a Task Order to contain an estimate of cost, an estimate of time, or a funding limitation, and if so required, the Task Order must contain those items.
4. Consultant will notify City as soon as practicable if it appears that an estimate and/or funding limitation will be exceeded. Professional Services provided in excess of estimates or funding limitations must be approved in writing by City.

5. All Task Orders or other forms of written authorization will be subject to the terms and conditions in this Agreement. In the event any provision contained in a Task Order or other form of written authorization conflicts with any terms or conditions in this Agreement, the provisions of this Agreement will control.

**B. PRELIMINARY DESIGN TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, preliminary design services will meet the requirements listed in this section.
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.
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. If required by a Task Order, 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.

**C. FINAL DESIGN TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, final design services will meet the

requirements listed in this section.

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.
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.

**D. BIDDING PHASE TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, bidding phase services will meet the requirements listed in this Section.
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.

**E. CONSTRUCTION PHASE TASK ORDERS**

1. Services: Unless provided otherwise in a Task Order, construction phase services will meet the requirements listed in this Section.

2. 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.
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

**F. GENERAL DUTIES AND RESPONSIBILITIES**

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning a Project. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Agreement: Kimberly Robinett. As principal, 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 Agreement. 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 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 a 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 a Task Order; 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 a Task Order and performance of Consultant's obligations under this Agreement.

##### **C. DUTIES**

City will perform the various duties and services in all phases of a Project which are outlined and designated in a Task Order 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 a Task Order.

**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 a Task Order. 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 a Project.

**G. PROJECT REPRESENTATIVE**

City will designate a Project Manager to represent City in coordinating this Agreement 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 a Task Order 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: Aaron Wasko  
1385 S Robinson Drive  
Olathe, KS 66061

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

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring a Task Order 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 this Agreement 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 a Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

### **E. INDEMNITY**

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for

injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.

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

**F. AFFIRMATIVE ACTION/OTHER LAWS**

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

accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;

- d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
  - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- 2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
  - 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
  - 4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

#### **G. ENTIRE AGREEMENT**

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

#### **H. APPLICABLE LAW, JURISDICTION, AND VENUE**

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

**I. NO THIRD-PARTY BENEFICIARIES**

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

**J. INDEPENDENT CONTRACTOR**

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

**K. DELIVERABLES**

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

**L. COVENANT AGAINST CONTINGENT FEES**

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

**M. COMPLIANCE WITH LAWS**

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

**N. TITLES, SUBHEADS AND CAPITALIZATION**

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

**O. SEVERABILITY CLAUSE**

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

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

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

1. This Agreement;
2. Task Order;
3. City's Request for Proposals/Request for Qualifications (incorporated by reference);
4. Consultant's Response to RFP/RFQ (incorporated by reference).

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



**Q. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

**CITY OF OLATHE, KANSAS**

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

ATTEST:

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

(Seal)

APPROVED AS TO FORM:

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

TREKK Design Group, LLC

By:   
Kimberly Robinett – Managing Partner

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

**TABLE OF CONTENTS  
OF EXHIBITS**

<b>Exhibit A</b>	<b>Description of Services</b>
<b>Exhibit B</b>	<b>Fee &amp; Rate Schedule</b>
<b>Exhibit C</b>	<b>Sample Task Order Form</b>
<b>Exhibit D</b>	<b>Land Acquisition Checklist for Consultant Projects</b>
<b>Exhibit E</b>	<b>City of Olathe Insurance Requirements</b>
<b>Exhibit F</b>	<b>Certificate of Insurance</b>
<b>Exhibit G</b>	<b>Certificate of Good Standing to Conduct Business in Kansas</b>

**EXHIBIT A**  
**Description of Services**

The City of Olathe requires professional engineering and field services for various sanitary sewer projects for rehabilitation and inflow & infiltration mitigation throughout the City. The projects may include land survey of existing conditions, engineering studies, sanitary sewer design, sanitary sewer flow monitoring, sanitary sewer system modeling, cost estimates, acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for any right-of-way or easements (if needed), developing construction plans in accordance with KDHE and Olathe specifications, coordination with utilities, and other entities as needed. Additional tasks may include assistance with bidding of projects for construction and assistance, as needed, throughout construction.

**EXHIBIT B**

**Fee & Rate Schedule**



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

## 2020 Compensation for Professional Engineering Services<sup>1</sup> TREKK Design Group, LLC (TREKK)

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

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

**III. Hourly Billing Rates and Expenses:**

Project Principal .....	\$180.00/hr - \$270.00/hr
Project Manager .....	\$125.00/hr - \$240.00/hr
Quality Manager .....	\$125.00/hr - \$190.00/hr
Project Coordinator .....	\$ 80.00/hr - \$160.00/hr
Industry Specialist .....	\$110.00/hr - \$240.00/hr
Asset Manager .....	\$120.00/hr - \$190.00/hr
Senior Professional Engineer .....	\$140.00/hr - \$240.00/hr
Professional Engineer .....	\$115.00/hr - \$220.00/hr
Project Engineer I .....	\$100.00/hr - \$175.00/hr
Project Engineer II .....	\$ 90.00/hr - \$145.00/hr
Staff Engineer .....	\$ 80.00/hr - \$110.00/hr
Project Designer .....	\$ 95.00/hr - \$145.00/hr
CADD Technician I .....	\$ 80.00/hr - \$125.00/hr
CADD Technician II .....	\$ 55.00/hr - \$ 90.00/hr
Office/GIS Technician I .....	\$ 75.00/hr - \$130.00/hr
Office/GIS Technician II .....	\$ 60.00/hr - \$ 95.00/hr
Office/GIS Technician III .....	\$ 50.00/hr - \$ 80.00/hr
Senior Administrator .....	\$ 90.00/hr - \$160.00/hr
Administrator .....	\$ 70.00/hr - \$ 95.00/hr
Field Manager .....	\$ 80.00/hr - \$145.00/hr
Field Technician I .....	\$ 65.00/hr - \$115.00/hr
Field Technician II .....	\$ 55.00/hr - \$ 95.00/hr
Field Technician III .....	\$ 50.00/hr - \$ 80.00/hr
GIS Analyst I .....	\$ 95.00/hr - \$160.00/hr
GIS Analyst II .....	\$ 65.00/hr - \$110.00/hr
Construction Inspection Manager .....	\$125.00/hr - \$190.00/hr
Senior Construction Inspector .....	\$ 90.00/hr - \$145.00/hr
Construction Inspector .....	\$ 75.00/hr - \$ 95.00/hr
Survey Manager (PLS) .....	\$100.00/hr - \$160.00/hr
Professional Land Surveyor (PLS) .....	\$ 90.00/hr - \$145.00/hr
Survey Party Chief .....	\$ 75.00/hr - \$130.00/hr
LiDAR Technician .....	\$ 75.00/hr - \$135.00/hr
Utility Locator .....	\$ 75.00/hr - \$130.00/hr
Survey Crew (2 person - 3 person) .....	\$168.00/hr - \$228.00/hr
Mobile LiDAR Crew .....	\$1,750.00/hr
Heavy Sewer Cleaning (2 Person Crew) .....	\$385.00/hr
Large Diameter Clean & CCTV .....	\$5.98/ft
Large Diameter CCTV only .....	\$2.68/ft
Mileage .....	\$00.615/mi
Out-of-Pocket Expenses, Supplies, Reproductions, etc. ....	Cost

**Note 1: The above hourly rates and unit prices are good through December 31, 2020.**

**EXHIBIT C**  
**Sample Task Order Form**

**TASK ORDER NO. \_\_\_\_**

This Task Order is made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated \_\_\_\_\_ (the "Agreement"), between City of Olathe, Kansas ("City") and \_\_\_\_\_ ("Consultant") (collectively, the "Parties"). This Task Order is made for the following purpose, consistent with the Agreement and the following project:

**[INSERT PROJECT/TASK DESCRIPTION]**

**Section A – Scope of Services**

**[INSERT TASKS/SUBTASKS]**

**Section B – Schedule**

**[INSERT SCHEDULE]**

**Section C – Compensation**

C.1 In return for the performance of the foregoing obligations, City will pay to Consultant the estimated amount of \$\_\_\_\_\_, payable according to terms of the Agreement.

C.2 City will pay Consultant according to the fee/rate schedule in **Exhibit B** of the Agreement.

C.3 Compensation for the following additional services not included in this Task Order (if any) will be paid by City to Consultant as follows:

**None. [OR INSERT SPECIFICS]**

**Section D – Owner Responsibilities**

The Owner will provide the following:

**None. [OR INSERT SPECIFICS]**

**Section E – Other Provisions**

The Parties agree to the following provisions with respect to this specific Task Order:

The parties hereto have caused this Task Order to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CITY OF OLATHE, KANSAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TREKK DESIGN GROUP, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 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)  
04/30/2019

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

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

PRODUCER CA#0H64724 IMA, Inc. (NE Kansas Division)  51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	1-913-982-3650	CONTACT NAME: Lynne Cox PHONE (A/C, No, Ext): E-MAIL: lynne.cox@imacorp.com ADDRESS:	FAX (A/C, No):
INSURED TREKK Design Group LLC  1411 104th Street  Kansas City, MO 64131	INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A: CHARTER OAK FIRE INS CO	25615
		INSURER B: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER C: STANDARD FIRE INS CO	19070
		INSURER D: BERKLEY INS CO	32603
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 56107859

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		680009K040933	04/30/19	04/30/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA9K036919	04/30/19	04/30/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP009K044317	04/30/19	04/30/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	UB009K037652	04/30/19	04/30/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		AEC902906601	04/30/19	04/30/20	Each Claim 3,000,000 Aggregate 3,000,000

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

2020 Sanitary Sewer On-Call Engineering Services

**CERTIFICATE HOLDER****CANCELLATION**City of Olathe  
Public Works Department  
Sabrina Parker  
1415 S Robinson Drive  
  
Olathe, KS 66061-0000

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

USA

**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: 3290160

Entity Name: TREKK DESIGN GROUP, LLC

Entity Type: DOM: LTD LIABILITY COMPANY

State of Organization: KS

Resident Agent: TRENT ROBINETT

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

was filed in this office on March 01, 2002, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of October 08, 2019

**SCOTT SCHWAB**  
**SECRETARY OF STATE**

Certificate ID: 1115428 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



**Project Fact Sheet**  
**Sanitary Sewer Rehabilitation**  
**1-R-000-20**  
**Neighborhood Sanitary Sewer Improvements**  
**1-R-100-20**  
**November 5, 2019**

Attachment B

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**Project Manager:** Beth Wright / Aaron Wasko

**Description:** These projects allow the City of Olathe to rehabilitate and replace sanitary sewer lines and manholes in poor condition as identified and prioritized through asset management procedures to increase system structural condition and reduce the amount of groundwater infiltration and stormwater inflow entering the sanitary sewer collection system.

**Justification:** This project will improve the reliability and integrity of the sanitary sewer collection system and will reduce the amount of stormwater inflow and groundwater infiltration entering the collection system. Additionally, this project will include the investigation and cleaning of over 13.5 miles of sanitary sewer main assets.

**Comments:** The design services for this project are funded from the Sanitary Sewer Rehabilitation Project, 1-R-000-20, and the Neighborhood Sanitary Sewer Improvements Project, 1-R-100-20.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
	Consultant Selection	10/18/2019
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Project Authorization (1-R-100-20)	2/5/2019	\$400,000
Consultant Agreement	11/5/2019	\$750,000
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
SDF Funds (1-R-000-20)	\$500,000	2020
Water/Sewer Fund (1-R-000-20)	\$500,000	2020
Revenue Bonds (1-R-100-20)	\$400,000	2020
Water/Sewer Fund (1-R-100-20)	\$ 50,000	2020
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 750,000	\$0
Construction	\$ 625,000	\$0
Staff Time	\$ 75,000	\$0
<b>Total</b>	<b>\$1,450,000</b>	<b>\$0</b>





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Resource Management

STAFF CONTACT: Mike Sirna/Amy Tharnish

SUBJECT: Consideration of contract renewal with Ted Systems, LLC. for Lenel building security systems and services.

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ITEM DESCRIPTION:

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

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SUMMARY:

In 2015 bids were received for building security systems and services by Jackson County, Missouri. Award of contract was made to Ted Systems, LLC on May 5, 2015.

The City has standardized the Lenel brand as the controlled access building security system for City facilities. This cooperative contract allows for the addition, removal and maintenance of security systems at a discounted rate. TED Systems, LLC. is our Lenel "VAR of Record" which means that they are our primary contact for problems we may experience with the system and provides them priority support with Lenel. TED Systems, LLC is one of two vendors who are Certified Lenel vendors in this area, which is necessary for warranty support.

Staff recommends award of contract to Ted Systems for Lenel building security systems and services utilizing Jackson County's contract# 21-15 for a contract term through August 1, 2020.

There are no Olathe vendors that provide the Lenel building security systems and services.

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FINANCIAL IMPACT:

Annual city-wide expenditures are estimated to be \$80,000. Funding will come from individual department budgets.

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ACTION NEEDED:

Approval of the contract renewal with Ted Systems, LLC. for Lenel building security systems and services.

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ATTACHMENT(S):

None



# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Parks & Recreation

STAFF CONTACT: Michael Meadors/Amy Tharnish

SUBJECT: Consideration of renewal of contract with Commerce Bank for the finance lease of cardio fitness equipment for the Community Center.

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ITEM DESCRIPTION:

Consideration of renewal of contract with Commerce Bank for the finance lease of cardio fitness equipment for the Community Center.

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SUMMARY:

The contract for the equipment has been awarded through Sourcewell Contract #120215-LFF to Life Fitness provided by Advanced Exercise Equipment (AEE).

On January 21, 2014, two (2) bids were received for a 3-year term finance lease of cardio fitness equipment for the Community Center. Council approved award to Commerce Bank on February 4, 2014. Staff recommends renewal of the contract for a 3-year term. Payments on the lease will be \$6,214.72 per month with a 4.10% interest rate. At the end of the lease, AEE agrees to pay the final balloon payment of \$25,200, assuming the City enters a new lease or purchase with AEE for new equipment. AEE will take ownership of the old equipment after making the balloon payment.

The total cost to the City for the leased equipment is anticipated to be \$217,515.20 (total lease payments of \$242,715.20 less balloon payment made by AEE of \$25,200), if the City leases or purchases from AEE at the end of the lease term.

There are several advantages of leasing the cardio equipment versus purchasing the equipment.

- Equipment design and technology changes each year, and it's important to stay current.
  - The equipment has a three-year warranty to go along with the three-year lease term. If the equipment goes down, it's replaced in a timely fashion. If purchased, after year three, the City is responsible for repair costs or replacement.
  - Very little risk in leasing the equipment, as when the equipment is up for renewal, the vendor handles all arrangements to remove and replace the equipment.
  - Assists with up-front cash flow and the rewards are a lesser long-term expense.
- 

FINANCIAL IMPACT:

\$242,715.20. Expenditures will be charged to the Community Center's operating budget.

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MEETING DATE: 11/5/2019

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**ACTION NEEDED:**

Renewal of contract with Commerce Bank for the finance lease of cardio fitness equipment for the Community Center.

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**ATTACHMENT(S):**

Quote



## advanced exercise

advancedexercise.com | 861 SouthPark Drive #100, Littleton, CO 80120 | 800.520.1112

### CONSULTANT

Jeff Paxton  
jpaxton@advancedexercise.com  
Phone: 913.980.1233  
Fax: 720.407.4023

Date: June 11, 2019  
Quote Expires: 45 day(s)  
**Proposal # 040689-R1**

**BILL TO**  
**Olathe Parks and Recreation**  
1205 E. Kansas City Road  
Olathe, KS 66061

**SHIP TO**  
**Olathe Parks and Recreation**






### CARDIO EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
95TE-DOMXX	Life Fitness	<b>95T Discover SE3 Treadmill (Arctic Silver)</b> 	<ul style="list-style-type: none"><li>• Integrated 19 in. Swipe™ Technology Touch Screen with DTV</li><li>• USB Charging Port and iPad Holder</li><li>• Apple and Android Compatibility</li><li>• Exclusive Lifescape Interactive Courses</li><li>• Internet Browsing</li><li>• WiFi</li><li>• Bluetooth Compatibility</li><li>• Asset Management and Customization via LFConnect</li><li>• Life Pulse™ Hand Sensors and Polar® Telemetry Heart Rate</li><li>• 4 H.P. (8 H.P. Peak) AC Motor</li><li>• 0.5-14 MPH</li><li>• 0%-15% Elevation</li><li>• 22" x 60" Running Surface</li><li>• DX3 Deck Belt System</li><li>• 80"L x 37"W x 62.25"H</li><li>• 120V Dedicated 20AMP Receptacle</li></ul>	7,273.50	10	\$72,735.00
95XE-DOMXX	Life Fitness	<b>95X Discover SE3 Elliptical Cross-Trainer (Arctic Silver)</b> 	<ul style="list-style-type: none"><li>• Integrated 16 in. Swipe™ Technology Touch Screen with DTV</li><li>• USB Charging Port and iPad Holder</li><li>• Apple and Android Compatibility</li><li>• Exclusive Lifescape Interactive Courses</li><li>• Internet Browsing</li><li>• WiFi</li><li>• Bluetooth Compatibility</li><li>• Asset Management and Customization via LFConnect</li><li>• Life Pulse™ Hand Sensors and Polar® Telemetry Heart Rate</li><li>• 20" Stride Length</li><li>• 26 Resistance Levels</li><li>• Quiet Drive Technology</li><li>• Hybrid Technology</li><li>• 88.1 in. L X 30.7 in. W X 65 in. H</li><li>• 115V 15AMP Receptacle</li></ul>	5,928.00	7	\$41,496.00







## advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
95RE-DOMXX	Life Fitness	<b>95R Discover SE3 Recumbent Lifecycle Bike (Arctic Silver)</b> 	<ul style="list-style-type: none"><li>• Integrated 16 in. Swipe™ Technology Touch Screen with DTV</li><li>• USB Charging Port and iPad Holder</li><li>• Apple and Android Compatibility</li><li>• Exclusive Lifescape Interactive Courses</li><li>• Internet Browsing</li><li>• WiFi</li><li>• Bluetooth Compatibility</li><li>• Asset Management and Customization via LFConnect</li><li>• Life Pulse™ Hand Sensors and Polar® Telemetry Heart Rate</li><li>• 26 Resistance Levels</li><li>• Comfort Curve Plus™ Seat</li><li>• Step-Through Design</li><li>• Hybrid Technology</li><li>• 65 in. L X 27 in. W X 53 in. H</li><li>• 115 Volt 15 AMP Receptacle</li></ul>	5,166.00	5	\$25,830.00
95CE-DOMXX	Life Fitness	<b>95C Discover SE3 Upright Lifecycle Bike (Arctic Silver)</b> 	<ul style="list-style-type: none"><li>• Integrated 16 in. Swipe™ Technology Touch Screen with DTV</li><li>• USB Charging Port and iPad Holder</li><li>• Apple and Android Compatibility</li><li>• Exclusive Lifescape Interactive Courses</li><li>• Internet Browsing</li><li>• WiFi</li><li>• Bluetooth Compatibility</li><li>• Asset Management and Customization via LFConnect</li><li>• Life Pulse™ Hand Sensors and Polar® Telemetry Heart Rate</li><li>• 26 Resistance Levels</li><li>• Comfort Curve Plus™ Seat</li><li>• Hybrid Technology</li><li>• 43.5 in. L X 21 in. W X 59.5 in. H</li><li>• 115 Volt 15 AMP Receptacle</li></ul>	4,851.00	3	\$14,553.00
INATLSE-ALLXX	Life Fitness	<b>Arc Trainer Lower Body with SE3 Console (Arctic Silver or Titanium)</b> 	<ul style="list-style-type: none"><li>• 24" Stride Length Lower Body Movement</li><li>• Adjustable Stride Angle</li><li>• Integrated 16 in. Swipe™ Technology Touch Screen</li><li>• USB Charging Port and iPad Holder</li><li>• Exclusive Lifescape Interactive Courses</li><li>• Internet Browsing</li><li>• 24 Languages</li><li>• WiFi or Wired Connectivity</li><li>• Bluetooth &amp; NFC Compatibility</li><li>• Asset Management and Customization via Halo Fitness Cloud</li><li>• Life Pulse™ Hand Sensors and Polar® Telemetry Heart Rate</li><li>• 76 in. L X 37 in. W X 62.5 in. H</li><li>• 115V 15AMP Receptacle</li></ul>	6,299.30	2	\$12,598.60




## advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
INATTSE-ALLXX	Life Fitness	<b>Total Body Arc Trainer with SE3 Console (Arctic Silver or Titanium)</b> 	<ul style="list-style-type: none"><li>• 24" Stride Length Total Body Movement</li><li>• Adjustable Stride Angle</li><li>• Integrated 16 in. Swipe™ Technology Touch Screen</li><li>• USB Charging Port and iPad Holder</li><li>• Exclusive Lifescape Interactive Courses</li><li>• Internet Browsing</li><li>• 24 Languages</li><li>• WiFi or Wired Connectivity</li><li>• Bluetooth &amp; NFC Compatibility</li><li>• Asset Management and Customization via Halo Fitness Cloud</li><li>• Life Pulse™ Hand Sensors and Polar® Telemetry Heart Rate</li><li>• 76 in. L X 37 in. W X 62.5 in. H</li><li>• 115V 15AMP Receptacle</li></ul>	6,649.30	1	\$6,649.30
GROUP-UC-01	Life Fitness	<b>UpperCycle GX</b> 	<ul style="list-style-type: none"><li>• Uppercycle GX Ergometer</li><li>• Adjustable Water Based Resistance</li><li>• Adjustable Height Cranks</li><li>• Exercise Monitor</li><li>• Wireless Heart Rate Receiver</li><li>• Transport Wheels</li><li>• 58.7 in L X 32.3 in W X 44.7-55.1 in H</li><li>• 172.2lbs. With water</li></ul>	2,288.30	1	\$2,288.30
IC-LFIC6B1-01	Life Fitness	<b>IC6 Indoor Cycle</b> 	<ul style="list-style-type: none"><li>• Steel Frame with Full Frame Shrouds</li><li>• Poly V Belt Drivetrain</li><li>• Self Powered Generator LiPo Battery Powered Color by Coach Console</li><li>• Bluetooth &amp; ANT+</li><li>• ICG Training App</li><li>• Wattrate Power Meter</li><li>• Molded Stretch Plate</li><li>• 1:10 Gear Ratio</li><li>• 1-100 Levels of Resistance</li><li>• Magnetic Lever Braking System</li><li>• Aluminum Rear Flywheel</li><li>• Dual Sided PSD &amp; Toe Cage Pedals</li><li>• Vertical &amp; Horizontal Seat &amp; Handlebar</li><li>• Handlebar Assisted Adjustment</li><li>• 330 lb. User Weight</li><li>• 112 lb. Bike Weight</li><li>• 52 in. L x 20.5 in. W x 47.2 in. H</li></ul>	1,609.30	19	\$30,576.70
SONE03	SciFit	<b>Step One Recumbent Stepper (Premium Seat)</b> 		4,196.50	1	\$4,196.50



## advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
 SERVICES & FEES						
EPP-06	Advanced Exercise	<b>Exercise Protection Plan EPP-06</b>	<ul style="list-style-type: none"><li>• Extends the Mfg warranty to a total of 3 years</li><li>• For MSRP pricing of \$9,500 &amp; Up</li><li>• See terms and conditions for details</li></ul>	0.00	10	\$
EPP-05	Advanced Exercise	<b>Exercise Protection Plan EPP-05</b>	<ul style="list-style-type: none"><li>• Extends the Mfg warranty to a total of 3 years</li><li>• For MSRP pricing of \$7,500-\$9,499</li><li>• See terms and conditions for details</li></ul>	0.00	10	\$
EPP-04	Advanced Exercise	<b>Exercise Protection Plan EPP-04</b>	<ul style="list-style-type: none"><li>• Extends the Mfg warranty to a total of 3 years</li><li>• For MSRP pricing of \$5,550-\$7,499</li><li>• See terms and conditions for details</li></ul>	0.00	9	\$
EPP-02	Advanced Exercise	<b>Exercise Protection Plan EPP-02</b>	<ul style="list-style-type: none"><li>• Extends the Mfg warranty to a total of 3 years</li><li>• For MSRP pricing of \$2,500-\$3,999</li><li>• See terms and conditions for details</li></ul>	0.00	1	\$
EPP-01	Advanced Exercise	<b>Exercise Protection Plan EPP-01</b>	<ul style="list-style-type: none"><li>• Extends the Mfg warranty to a total of 3 years</li><li>• For MSRP pricing of \$1,000-\$2,499</li><li>• See terms and conditions for details</li></ul>	0.00	19	\$
MISC	Advanced Exercise	<b>Preventative Maintenance, 6 visits over 3 Years</b>		0.00	1	\$

## Comments:

VALUE ADDED Extras:

Exercise Protection Plan on ALL Units NO

CHARGE (Retail value = \$26,451)

Preventative Maintenance, 6 visits over 3 years, NO

CHARGE (Retail Value = \$6,400)

Subtotal:

\$210,923.40

Freight, Delivery and Install:

13,100.00

Total:

Taxes As Applicable  
\$224,023.40Guaranteed Buyback = \$25,200 (if new equipment  
is purchased or leased from Advanced Exercise)



## advanced exercise

### Terms & Conditions

**Terms:** 50% deposit required prior to ordering, balance due on delivery. All other terms and credit lines are subject to credit approval. Invoice will be due and payable, based on the original requested installation date, unless notified in writing 60 days prior of the requested installation date. We accept cash, checks, money orders, and wire transfers of funds. A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, sports flooring and products with logos such as plates, dumbbells and platforms.

**Return Policy:** Any returns require approval in writing by Advanced Exercise Project Management. A minimum 25% restocking fee, plus freight, will be incurred for all non-custom products returned. Customized products are nonreturnable. All products with color choices are defined as custom products.

**Bolt Down Requirements:** Life Fitness recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness requires that certain strength training equipment (specifically the Synrgy 360 90, T, XS, XM, HD Elite Half Rack/Short Base, Athletic Series Rigs, Athletic Series Racks with Wing option, Cybex PWR Play, Synrgy Outdoor BlueSky and other products to be used for body weight strap training) be secured to the floor. In the case of Synrgy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. **Customer Initial** \_\_\_\_\_
- Customer has identified and informed Advanced Exercise of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation.

**Customer Initial** \_\_\_\_\_

- Customer has confirmed that the subfloor consists of no less than 4.75 inches of concrete. (Synrgy Outdoor BlueSky requires a minimum 4.5 inches of concrete **Customer Initial** \_\_\_\_\_)
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** \_\_\_\_\_

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

**Wall & Ceiling Attached Items:** The installation of any items such as TRX Multi Mounts., X Mounts, Wall Mat Racks, etc. that require bolting to walls or ceilings are not included in the proposal unless otherwise noted.

**Flooring Installation:** Refer to the product specifications to ensure that the sub floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub floor prep, sub floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

**Storage:** We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

**Taxes:** We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

**Security:** Until all products are paid in full, customer hereby grants to, and Advanced Exercise shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Customer Requested Install Date:** \_\_\_\_\_





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Public Works & Legal  
STAFF CONTACT: Mary Jaeger / Beth Wright / Ron Shaver  
SUBJECT: Approval of an engineer's survey for eminent domain for the Mahaffie Circle Improvements Project, PN 3-C-107-17.

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### ITEM DESCRIPTION:

Consideration of Ordinance No. 19-68 approving an engineer's survey and authorizing the acquisition of land for the Mahaffie Circle Improvements Project, PN 3-C-107-17.

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### SUMMARY:

Project No. 3-C-107-17 was created by Resolution No. 18-1117 on December 18, 2018. The Project will extend Mahaffie Circle from its existing terminus north of 151<sup>st</sup> Street to the intersection of Old 56 Highway and Church Street. Improvements include extending the bridge over the railroad on I-35, pavement, curb and gutter, storm sewer, street lights, and sidewalks. A new 12" waterline is also being installed along the new roadway to address water pressure issues on the east side of I-35. Attachment A is a map of the project area.

Right-of-Way and/or easements still need to be acquired on 2 tracts of land for the project.

On October 15, 2019, the City Council approved Resolution No. 19-1061 which authorized an engineering survey of land needed for the project.

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

To keep the project on schedule, land acquisition needs to be completed by December 31, 2019 to allow the project to be completed by late summer 2020. Staff is continuing to negotiate with the property owners to try to reach agreements to acquire the property before using the eminent domain process.

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### FINANCIAL IMPACT:

Funding for the Mahaffie Circle Improvements Project includes:

General Obligation Bonds	\$ 6,000,000
Revenue Bonds (Water)	\$ 500,000
KDOT Funding	\$ 7,000,000
Other (Agreement w/Garmin)	\$ 1,800,000
<b>TOTAL</b>	<b>\$15,300,000</b>

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### ACTION NEEDED:

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MEETING DATE: 11/5/2019

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Adopt Ordinance No. 19-68 approving an engineer's survey and authorizing the acquisition of land for the Mahaffie Circle Improvements Project, PN 3-C-107-17.

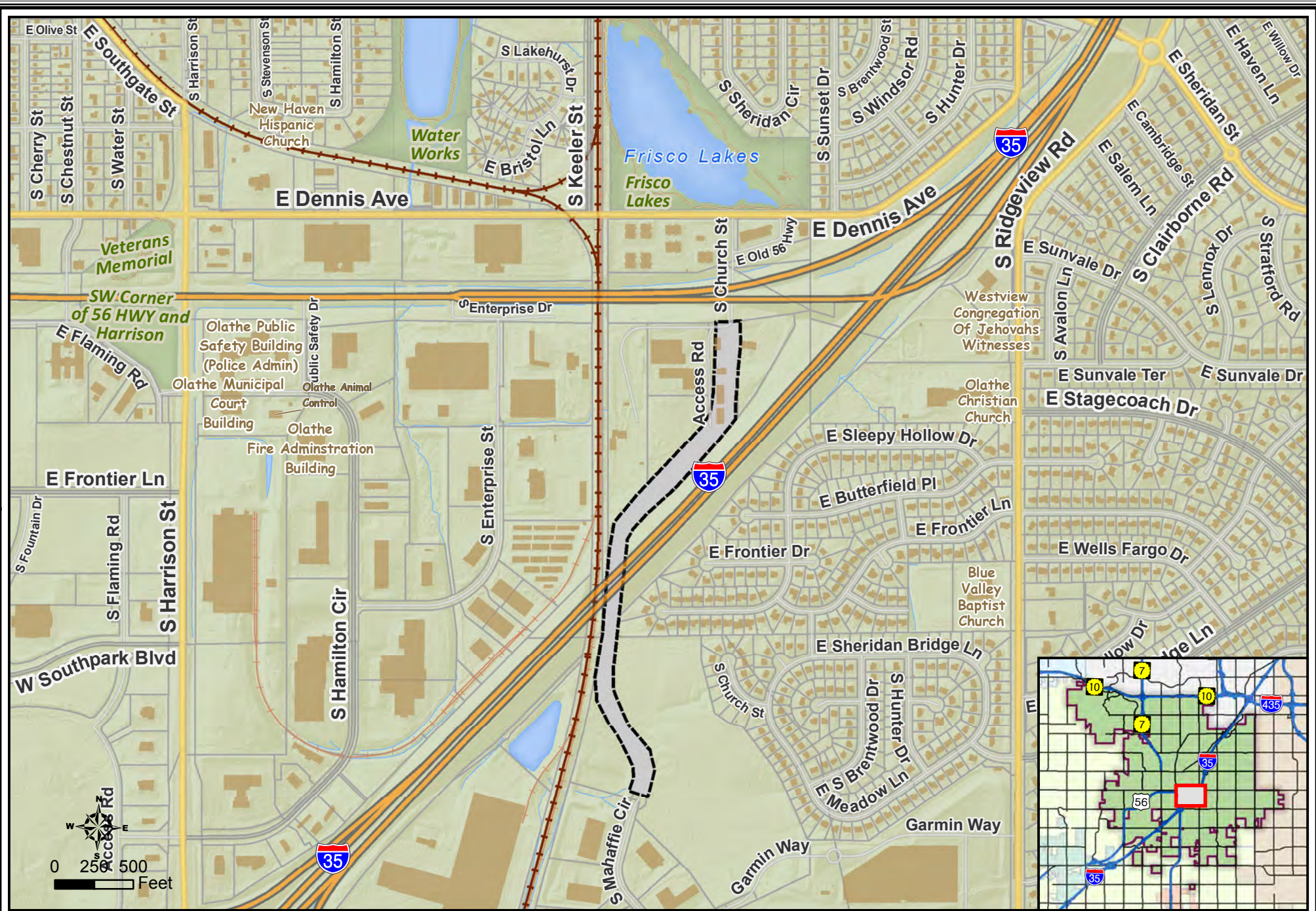
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ATTACHMENT(S):

A: Project Location Map

B: Eminent Domain Ordinance





# MAHAFFIE CIRCLE IMPROVEMENTS PROJECT

3-C-107-17

## PROJECT LOCATION MAP

 PROJECT LOCATION



User: jaredmd  
Date: 12/07/2018

**ORDINANCE NO. 19-68**

**AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR WIDENING, CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THE MAHAFFIE CIRCLE IMPROVEMENTS PROJECT, PN 3-C-107-17, AND PROCEEDING TO ACQUIRE CERTAIN REAL PROPERTY AS AUTHORIZED IN RESOLUTION NO. 19-1061, PASSED AND APPROVED BY THE GOVERNING BODY ON OCTOBER 15, 2019.**

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

**SECTION ONE:** The description and survey of lands necessary to acquire street right-of-way and permanent drainage easements for widening, constructing, reconstructing and maintaining the Mahaffie Circle Improvements Project, PN 3-C-107-17 as prepared by the City Engineer or designee and filed with the City Clerk pursuant to Resolution No. 19-1061, adopted by the Governing Body of the City of Olathe, Kansas, on October 15, 2019, is hereby approved.

**SECTION TWO:** The action of the Governing Body of the City of Olathe, Kansas, in acquiring street right-of-way and permanent drainage easements for widening, constructing, reconstructing and maintaining the Mahaffie Circle Improvements Project, PN 3-C-107-17 has been declared necessary by the Governing Body.

**SECTION THREE:** The acquisition of street right-of-way and permanent drainage easements for the widening, constructing, reconstructing and maintaining the Mahaffie Circle Improvements Project, PN 3-C-107-17 is all in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated.

**SECTION FOUR:** That there is hereby declared to be public necessity to acquire by Eminent Domain Proceedings for the purpose of widening, constructing, reconstructing and maintaining the Mahaffie Circle Improvements Project, PN 3-C-107-17 the land hereinafter described:



**MAHAFFIE CIRCLE IMPROVEMENTS PROJECT – TRACT NO. 2**

**OWNERSHIP:** Theresa S. Troll n/k/a Theresa E. Smithart, a single person

**PARTIES IN POSSESSION:** Theresa S. Troll

**SITUS ADDRESS:** 1105 E. Sleepy Hollow Dr.  
Olathe, Kansas 66062

**JOHNSON COUNTY PARCEL ID NUMBER:** DP47100000 0040

**LIENHOLDER:** BOKF NA DBA Bank of Kansas City

**EASEMENT HOLDER:** City of Olathe and All Public Utility Companies  
  
Kansas & Neosho Valley Railroad Company

**PUBLIC STREET DEDICATION DESCRIPTION:**

All that part of Lot 40 of MISSION RIDGE III, a subdivision in the City of Olathe, filed in Book 47, at Page 47 in the Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section 1, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, and more particularly described as follows:

BEGINNING at the Southwest corner of said Northeast Quarter, also the Southwesterly corner of said Lot 40; thence North 01°59'27" West along the West line of said Northeast Quarter, also the Southwesterly property line of said Lot 40, a distance of 22.29 feet to a point on the Northwesterly property line of said Lot 40, also the Southerly right-of-way line of I-35; thence North 42°56'50" East along said Northwesterly property line and Southerly right-of-way, a distance of 88.72 feet; thence North 74°41'29" East along the Northerly property line of said Lot 40, a distance of 56.56 feet; thence South 08°01'41" West, a distance of 98.16 feet to a point on the South line of said Lot 40, also the South line of said Northeast Quarter; thence South 87°10'50" West along said South line, a distance of 100.64 feet to the Point of Beginning.

The above described parcel contains 7,483 square feet or 0.172 acres, more or less.

**MAHAFFIE CIRCLE IMPROVEMENTS PROJECT – TRACT NO. 3**

**OWNERSHIP:** Robert G. Ernst and Linda S. Ernst,  
husband and wife

**PARTIES IN POSSESSION:** Robert G. Ernst and Linda S. Ernst

**SITUS ADDRESS:** 1102 E. Sleepy Hollow Dr.  
Olathe, Kansas 66062

**JOHNSON COUNTY PARCEL ID NUMBER:** DP47100000 0041

**LIENHOLDER:** Wells Fargo Bank, N.A.

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

**PUBLIC STREET DEDICATION DESCRIPTION:**

All that part of Lot 41 of MISSION RIDGE III, a subdivision in the City of Olathe, filed in Book 47, at Page 47 in the Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section I, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, and more particularly described as follows:

BEGINNING at the Southwesterly corner of said Lot 41, also a point on the Southerly right-of-way line of I-35; thence North 42°56'50" East along the Northwestern property line and Southerly right-of-way, a distance of 45.72 feet; thence Southerly along a curve to the right, having an Initial Tangent Bearing of South 04°17'29" West, a radius of 830.00 feet and an arc distance of 25.68 feet, to a point on the Southerly property line of said Lot 41; thence South 74°41'29" West, a distance of 29.90 feet to the Point of Beginning.

The above described parcel contains 361 square feet or 0.008 acres, more or less.

**PERMANENT DRAINAGE EASEMENT DESCRIPTION:**

All that part of Lot 41 of MISSION RIDGE III, a subdivision in the City of Olathe, filed in Book 47, at Page 47 in the Johnson County Register of Deeds Office, lying in the Northeast Quarter of Section I, Township 14 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, and more particularly described as follows:

Commencing at the Southwesterly corner of said Lot 41, also a point on the Southerly right-of-way line of I-35; thence North 42°56'50" East along the Northwestern property line and Southerly right-of-way, a distance of 45.72 feet, to the true Point of Beginning; thence

continuing North  $42^{\circ}56'50''$  East along said Northwesterly property line and Southerly right-of-way, a distance of 24.04 feet; thence South  $10^{\circ}59'51''$  East, a distance of 36.81 feet, to a point on the Southerly property line of said Lot 41; thence South  $74^{\circ}41'29''$  West along said Southerly property line, a distance of 26.67 feet; thence Northerly along a curve to the left, having an Initial Tangent Bearing of South  $06^{\circ}03'51''$  West, a radius of 830.00 feet and an arc distance of 25.68 feet, to the Point of Beginning.

The above described parcel contains 677 square feet or 0.016 acres, more or less.

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

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

**PASSED** by the Governing Body this 5<sup>th</sup> day of November, 2019.

**SIGNED** by the Mayor this 5<sup>th</sup> day of November, 2019.

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Michael E. Copeland  
Mayor

ATTEST:

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Emily K. Vincent  
City Clerk

(SEAL)

APPROVED AS TO FORM:

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Ronald R. Shaver  
City Attorney

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





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

SUBJECT: Consideration of Ordinance 19-69 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$13,880,000 to LE Commerce Center LLC, Series 2019, for the construction of a 210,000 sq. ft. distribution warehouse. (Building 1 Project)

---

### ITEM DESCRIPTION:

Consideration of Ordinance 19-69 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$13,880,000 to LE Commerce Center LLC, Series 2019, for the construction of a 210,000 sq. ft. distribution warehouse. (Building 1 Project)

---

### SUMMARY:

On November 7, 2017 the City Council adopted Resolution No. 17-1073 (Attachment A), expressing the intent to issue an amount not to exceed \$13,880,000 of the City's taxable industrial revenue bonds ("bonds") for the construction of a distribution warehouse located in the Lone Elm Commerce Center Park. This is a single series of bonds to be issued to cover the land and building costs. This project is under a master resolution for 167<sup>th</sup> Street Land, LLC.

The Ordinance (Attachment B), prepared by the City's Bond Counsel, Gilmore & Bell, P.C., will authorize the issuance of bonds not to exceed \$13,880,000 for the project. The bonds are a special obligation of the City, paid solely by revenues generated by the Project. The Ordinance also authorizes the approval and execution of various documents required to facilitate the transaction under Kansas law, including a bond indenture and lease agreement.

---

### FINANCIAL IMPACT:

All costs related to the issuance of the bonds will be paid by LE Commerce Center LLC.

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### ACTION NEEDED:

Approve Ordinance No. 19-69 authorizing the issuance of industrial revenue bonds to LE Commerce Center LLC.

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### ATTACHMENT(S):

Attachment A: Resolution 17-1073

Attachment B: Ordinance No. 19-69

**RESOLUTION NO. 17-1073**

**RESOLUTION DETERMINING THE INTENT OF THE CITY OF OLATHE, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE PRINCIPAL AMOUNT OF \$13,880,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING AN INDUSTRIAL FACILITY FOR THE BENEFIT OF 167<sup>TH</sup> STREET LAND, LLC, AND ITS SUCCESSORS AND ASSIGNS (BUILDING I)**

---

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

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

**WHEREAS**, 167th Street Land, LLC, a Kansas limited liability company (the "Company"), has submitted to the City an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the City finance the cost of acquiring, constructing and equipping an industrial facility of approximately 210,000 square feet as more fully described in the Application (the "Project") through the issuance of its industrial revenue bonds in the approximate principal amount of \$13,880,000 (the "Bonds"), and to lease the Project to the Company, or its successors and assigns in accordance with the Act; and

**WHEREAS**, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of the Bonds in one or more series under the Act in the approximate principal amount of \$13,880,000, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

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

**Section 1. Approval of Project.** The Governing Body of the City hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the City of Olathe, Kansas, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be located northwest of future Monticello and 167th Street in Olathe, Kansas.

**Section 2. Intent to Issue Bonds.** The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of the Bonds of the City in the approximate principal amount of \$13,880,000 to be issued pursuant to the Act.

**Section 3. Provision for the Bonds.** Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined

by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

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

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

**Section 6. Ad Valorem Tax Abatement.** In consideration of the Company's decision to acquire, construct and equip the Project, the City hereby agrees to take all appropriate action to request the Kansas Court of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the City under Kansas law) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

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

<u>Year<sup>1</sup></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%

<sup>1</sup>Year refers to the first full calendar year following the issuance of the Bonds.

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

**Section 7. Limited Obligations of the City.** The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, as provided in the Indenture. The Bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the respective Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

**Section 8. Required Disclosure.** Any disclosure document prepared in connection with the placement or offering of the Bonds shall contain substantially the following disclaimer:

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

**Section 9. Authorization to Proceed.** The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

**Section 10. Termination of Resolution.** This Resolution shall automatically terminate three (3) years from the date of the adoption of this Resolution unless (i) the Bonds have been issued by the City for the Project or (ii) a building permit has been issued by the City for the construction of the Project. The City, upon the request of the Company, may extend this time period.

**Section 11. Benefit of Resolution.** This Resolution will inure to the benefit of the City and the Company. The City may, at the request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

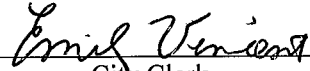
**Section 12. Further Action.** Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

**Section 13. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

**ADOPTED** on November 7, 2017.

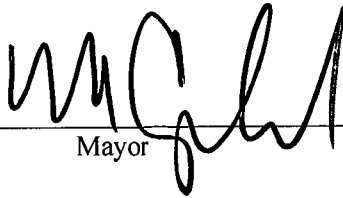
[SEAL]

ATTEST:

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



**CITY OF OLATHE, KANSAS**

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

## **ORDINANCE NO. 19-69**

**AN ORDINANCE AUTHORIZING THE CITY OF OLATHE, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (LE COMMERCE CENTER LLC – BUILDING I PROJECT), SERIES 2019, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$13,880,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING AN INDUSTRIAL PROJECT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.**

**WHEREAS**, the City of Olathe, Kansas (the “Issuer”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, the governing body of the Issuer has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds (LE Commerce Center LLC – Building I Project), Series 2019 (the “Bonds”), in a principal amount not to exceed \$13,880,000, for the purpose of acquiring, purchasing, constructing, installing, furnishing, and equipping an industrial project, consisting of an approximately 210,000 square foot building for LE Commerce Center LLC, a Nevada limited liability company (the “Company”), including land, buildings, structures, improvements, fixtures, machinery and equipment (the “Project”); and

**WHEREAS**, the Bonds will be issued under a Bond Trust Indenture dated as of the date set forth therein (the “Indenture”), by and between the Issuer and BOKF, N.A., as Trustee (the “Trustee”); and

**WHEREAS**, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement dated as of the date set forth therein (the “Base Lease Agreement”) between the Company and the Issuer; and

**WHEREAS**, simultaneously with the execution and delivery of the Indenture, the Issuer will enter into a Lease Agreement dated as of the date set forth therein (the “Lease Agreement”), by and between the Issuer, as lessor, and the Company, as lessee, pursuant to which the Project will be acquired, constructed, furnished and equipped, and pursuant to which the Issuer will lease the Project to the Company, and the Company will agree to pay the rental payments due under the Lease Agreement sufficient to pay the principal of and premium, if any, and interest on, the Bonds; and

**WHEREAS**, the governing body of the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Issuer enter into certain agreements, and that the Issuer take certain other actions and approve the execution of certain other documents as herein provided;

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

**Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project.** The Issuer is hereby authorized to provide for the acquisition, purchase, construction, installation, furnishing, and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized. The Issuer hereby consents to the assignment of all of 167th Street Land, LLC's interest in Resolution No. 17-1073 to the Company pursuant to Section 11 thereof.

**Section 2. Authorization of and Security for the Bonds.** The Issuer is hereby authorized to issue and sell the Bonds in a principal amount not to exceed \$13,880,000 (the "Bonds"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing, furnishing, and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the Issuer from the Project, and the Project and the net earnings derived by the Issuer from the Project shall be pledged and assigned to the Trustee as security for payment of the Bonds as provided in the Indenture.

**Section 3. Authorization of Documents.** The Issuer is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Issuer (copies of which documents, upon execution thereof, shall be filed in the office of the Clerk of the Issuer), with such changes therein as shall be approved by the officers of the Issuer executing such documents (the "Bond Documents"), such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Trust Indenture, between the Issuer and the Trustee;
- (b) Base Lease Agreement, between the Company and the Issuer.
- (c) Lease Agreement, between the Issuer and the Company;
- (d) Bond Purchase Agreement dated the date set forth therein, among the Issuer, the Company and the Company, as Purchaser; and
- (e) Performance Agreement, between the Issuer and the Company.

**Section 4. Execution of Bond and Documents.** The Mayor of the Issuer is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor (or, in the Mayor's absence, the acting Mayor) of the Issuer is hereby authorized and directed to execute the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Issuer. The Clerk of the Issuer is hereby authorized and directed to attest to and affix the seal of the Issuer to the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary.

**Section 5. Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Lease Agreement to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid under the Indenture

**Section 6. Further Authority.** The Issuer shall, and the officers, employees and agents of the Issuer and the Issuer's Bond Counsel, Gilmore & Bell, P.C. are hereby authorized and directed to, take such

action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Bonds and the Bond Documents.

**Section 7. Effective Date.** This Ordinance shall take effect and be in force from and after its passage by the governing body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official Issuer newspaper.

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**PASSED** by the governing body of the City of Olathe, Kansas on November 5, 2019 and **APPROVED AND SIGNED** by the Mayor.

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Mayor

[SEAL]

ATTEST:

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Clerk

(Published in *The Gardner News* on November \_\_\_, 2019)

**SUMMARY OF ORDINANCE NO. 19- 69**

On November 5, 2019, the governing body of the City of Olathe, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF OLATHE, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (LE COMMERCE CENTER LLC – BUILDING I PROJECT), SERIES 2019, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$13,880,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING AN INDUSTRIAL PROJECT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.**

The Bonds approved by the Ordinance are being issued in the maximum principal amount of \$13,880,000, for the purpose of acquiring, constructing, furnishing and equipping an industrial project for LE Commerce Center LLC, a Nevada limited liability company, and constitute limited obligations of the City payable solely from the sources and in the manner as provided in the Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Indenture) to the Trustee and in favor of the owners of the Series 2019 Bonds, as provided in the Indenture. In connection with the issuance of the Bonds, the Issuer approves a 10-year exemption from ad valorem property taxes for the Project, subject to certain payments in lieu of taxes. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 100 E. Santa Fe. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <http://www.olatheks.org/government/city-clerk/public-notice>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 5, 2019.

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Ron Shaver, City Attorney



# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

SUBJECT: Consideration of Ordinance 19-70 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$15,850,000 to Fremato USA, Inc., Series 2019, for the construction of a 250,000 sq. ft. warehouse (Warehouse Project) and authorizing an Omnibus Amendment of documents relating to certain outstanding industrial revenue bonds.

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### ITEM DESCRIPTION:

Consideration of Ordinance 19-70 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$15,850,000 to Fremato USA, Inc., Series 2019, for the construction of a 250,000 sq. ft. warehouse (Warehouse Project) and authorizing an Omnibus Amendment of documents relating to certain outstanding industrial revenue bonds.

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### SUMMARY:

On September 4, 2018 the City Council adopted Resolution No. 18-1076 (Attachment A), expressing the intent to issue an amount not to exceed \$15,850,000 of the City's taxable industrial revenue bonds ("bonds") for the construction of a warehouse addition located at 16355 S. Lone Elm Road. (Fremato USA, Inc., also known as TVH Parts, Co.) This is a single series of bonds to be issued to cover the land, building costs, furniture, fixtures and equipment.

Previously on December 7, 2012 the City issued industrial revenue bonds to Accosys, Inc, Series 2012 not to exceed \$7,000,000 for a prior addition at 16355 S. Lone Elm Road (TVH Parts, Co.) These bonds were then assigned to Fremato USA, Inc. on February 1, 2016.

In addition, on December 19, 2018 the City issued industrial revenue bonds to Fremato USA, Inc., Series 2018 not to exceed \$8,000,000 for an office addition located at 16355 S. Lone Elm Road (TVH).

The Ordinance (Attachment B), prepared by the City's Bond Counsel, Gilmore & Bell, P.C., will authorize the issuance of bonds not to exceed \$15,850,000 for the warehouse expansion project. The bonds are a special obligation of the City, paid solely by revenues generated by the Project.

The Ordinance also authorizes an Omnibus Amendment (Attachment C) to amend the Series 2012 bond documents and Series 2018 bond documents. Currently, the City is the fee owner of a portion of the project financed by the Series 2012 and 2018 bonds and leases such portion of the project to Fremato, USA, Inc. Due to a change in the law relating to industrial revenue bonds, the City is no longer required to own the property to facilitate the property tax phase in.

The Omnibus Amendment anticipates the City deeding the property to the Company and entering into a Base Lease-Leaseback for the project (which is the approach employed for City industrial

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MEETING DATE: 11/5/2019

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revenue bonds in recent years). This amendment will facilitate the continuation of the property tax phase in for the remaining terms associated with the Series 2012 and Series 2018 bonds, and also provide the legal structure for the issuance of the Series 2019 bonds and associated property tax phase in.

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**FINANCIAL IMPACT:**

All costs related to the issuance of the bonds will be paid by Fremato, USA, Inc.

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**ACTION NEEDED:**

Approve Ordinance No. 19-70 authorizing the issuance of industrial revenue bonds to Fremato, USA, INC. and authorizing the execution and delivery of the Omnibus Amendment of Bond documents.

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**ATTACHMENT(S):**

Attachment A: Resolution 18-1076

Attachment B: Ordinance No. 19-70

Attachment C: Omnibus Amendment

## **RESOLUTION NO. 18-1076**

### **RESOLUTION DETERMINING THE INTENT OF THE CITY OF OLATHE, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AGGREGATE AMOUNT NOT TO EXCEED \$15,850,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A WAREHOUSE FACILITY FOR THE BENEFIT OF FREMATO USA, INC., OR ITS SUCCESSORS AND ASSIGNS (WAREHOUSE PROJECT)**

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**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**, Fremato USA, Inc. has submitted to the City an Application for the Issuance of Industrial Revenue Bonds (the "Application") requesting that the City finance the cost of acquiring, constructing and equipping an approximately 250,000 square foot warehouse facility as more fully described in the Application (the "Project") through the issuance of its industrial revenue bonds in the approximate principal amount of \$15,850,000, and to lease the Project to Fremato USA, Inc., a Kansas corporation, or its successors and assigns (collectively, the "Company") in accordance with the Act; and

**WHEREAS**, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of industrial revenue bonds under the Act in the approximate principal amount of \$15,850,000, said bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

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

**Section 1. Approval of Project.** The Governing Body of the City hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the City of Olathe, Kansas, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the City's industrial revenue 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 16355 S. Lone Elm Road, Olathe, Kansas.

**Section 2. Intent to Issue Bonds.** The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of industrial revenue bonds of the City in the approximate principal amount of \$15,850,000 to be issued pursuant to the Act.

**Section 3. Provision for the Bonds.** Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its industrial revenue bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the

Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of said bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

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

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

**Section 6. Ad Valorem Tax Abatement.** In consideration of the Company's decision to acquire, construct and equip the Project, the City hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the City under Kansas law) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the bonds.

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

<u>Year<sup>1</sup></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%

<sup>1</sup>Year refers to the first full calendar year following the issuance of the bonds.

provided, however, any agreed upon valuation for determining the amount of such payment in lieu of tax and any property for which the City shall determine the payment in lieu of tax shall be in excess of that shown above, shall be set forth in the performance based tax agreement executed by the City and the Company. The Project 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.

**Section 7. Limited Obligations of the City.** The bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of such bonds, as provided in the Indenture. The bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Indenture. The issuance of the bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

**Section 8. Required Disclosure.** Any disclosure document prepared in connection with the placement or offering of the bonds shall contain substantially the following disclaimer:

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

**Section 9. Authorization to Proceed.** The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the bonds.

**Section 10. Termination of Resolution.** This Resolution shall terminate three (3) years from the date of the adoption of this Resolution unless (i) the bonds have been issued by the City or (ii) the Company has obtained from the City a building permit for the Project. The City, upon the request of the Company, may extend this time period.

**Section 11. Benefit of Resolution.** This Resolution will inure to the benefit of the City and the Company. The City may, at the request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

**Section 12. Further Action.** Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

**Section 13. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED on September 4, 2018.

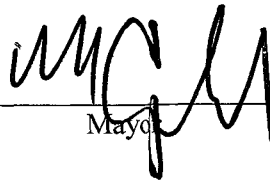
[SEAL]

ATTEST:



Erin Venant  
City Clerk

CITY OF OLATHE, KANSAS

By:   
Mayor

Resolution of Intent  
Fremato USA, Inc. (Warehouse)



## **ORDINANCE NO. 19-70**

**AN ORDINANCE AUTHORIZING THE CITY OF OLATHE, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (FREMATO USA, INC. – WAREHOUSE PROJECT), SERIES 2019, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$15,850,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING AN INDUSTRIAL PROJECT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE AMENDMENT OF CERTAIN DOCUMENTS RELATED TO CERTAIN OUTSTANDING BONDS AND THE ISSUANCE OF THE SERIES 2019 BONDS.**

**WHEREAS**, the City of Olathe, Kansas (the “Issuer”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, on December 7, 2012, the City issued its Industrial Revenue Bonds (Accosys, Inc. Project), Series 2012, in the aggregate principal amount of \$7,000,000 (the “Series 2012 Bonds”) for the purpose of acquiring, constructing, improving, equipping and installing an industrial project located at 16355 S. Lone Elm Road in the City of Olathe, Kansas (the “Series 2012 Project”); and

**WHEREAS**, pursuant to that certain Assignment and Assumption Agreement dated as of February 1, 2016, between Accosys, Inc., a Delaware corporation (the “Assignor”), and Fremato USA, Inc., a Kansas corporation (the “Company”) and consented to by the Issuer and Trustee (as defined herein), the Assignor assigned to the Company all of its rights and interests under and pursuant to the Series 2012 Project and all documents relating to the Series 2012 Bonds; and

**WHEREAS**, on December 19, 2018, the City issued its Industrial Revenue Bonds (Fremato USA, Inc. Project), Series 2018, in the aggregate principal amount of \$8,000,000 (the “Series 2018 Bonds”) for the purpose of acquiring, constructing, improving, equipping and installing an office expansion generally located at 16355 S. Lone Elm Road in the City of Olathe, Kansas (the “Series 2018 Project”); and

**WHEREAS**, the governing body of the Issuer has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds (Fremato USA, Inc. – Warehouse Project), Series 2019 (the “Series 2019 Bonds,” and together with the Series 2012 Bonds and the Series 2018 Bonds, the “Bonds”), in a principal amount not to exceed \$15,850,000, for the purpose of acquiring, purchasing, constructing, installing, furnishing, and equipping an industrial project, consisting of an approximately 250,000 square foot facility for the Company, including land, buildings, structures, improvements, fixtures, machinery and equipment (the “Series 2019 Project,” and together with the Series 2012 Project and the Series 2018 Project, the “Project”); and

**WHEREAS**, the Series 2019 Bonds will be issued under a Trust Indenture dated as of December 1, 2018 (the “Original Indenture”) by and between the Issuer and Commerce Trust Company, as Trustee (the “Trustee”), as amended and supplemented by that certain First Supplemental Trust Indenture dated as of November 1, 2019 (the “First Supplemental Indenture,” and together with the Original Indenture, the “Indenture”); and

**WHEREAS**, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement dated as of the date set forth therein (the “Base Lease Agreement”) between the Company and the Issuer; and

**WHEREAS**, simultaneously with the execution and delivery of the Indenture, the Issuer will enter into an Omnibus Amendment of Bond Documents relating to certain documents entered into in connection with the issuance of the Series 2012 Bonds and the Series 2018 Bonds (the “Omnibus Amendment”) and a First Supplemental Lease Agreement dated as of the date set forth therein (together with the Lease Agreement dated as of December 1, 2018 between the Issuer and the Company, the “Lease Agreement”), by and between the Issuer, as lessor, and the Company, as lessee, pursuant to which the Series 2019 Project will be acquired, constructed, furnished and equipped, and pursuant to which the Issuer will lease the Series 2019 Project to the Company, and the Company will agree to pay the rental payments due under the Lease Agreement sufficient to pay the principal of and premium, if any, and interest on, the Series 2019 Bonds; and

**WHEREAS**, the governing body of the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2019 Bonds that the Issuer enter into certain agreements, and that the Issuer take certain other actions and approve the execution of certain other documents as herein provided;

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

**Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Series 2019 Project.** The Issuer is hereby authorized to provide for the acquisition, purchase, construction, installation, furnishing, and equipping of the Series 2019 Project, all in the manner and as more particularly described in the Indenture and the Lease.

**Section 2. Authorization of and Security for the Series 2019 Bonds.** The Issuer is hereby authorized to issue and sell the Bonds in a principal amount not to exceed \$15,850,000 for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing, furnishing, and equipping the Series 2019 Project. The Series 2019 Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture. The Series 2019 Bonds shall be payable solely out of the rents, revenues and receipts derived by the Issuer from the Series 2019 Project, and the Series 2019 Project and the net earnings derived by the Issuer from the Series 2019 Project shall be pledged and assigned to the Trustee as security for payment of the Series 2019 Bonds as provided in the Indenture.

**Section 3. Authorization of Documents.** The Issuer is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Issuer (copies of which documents, upon execution thereof, shall be filed in the office of the Clerk of the Issuer), with such changes therein as shall be approved by the officers of the Issuer executing such documents (the “Bond Documents”), such officers’ signatures thereon being conclusive evidence of their approval thereof:

- (a) Omnibus Amendment of Bond Documents, between the Issuer, the Company (as Company), and the Company (as Bondowner), and consented to by the Trustee;
- (b) Base Lease Agreement, between the Company and the Issuer;

- (c) First Supplemental Trust Indenture, between the Issuer and the Trustee;
- (d) First Supplemental Lease Agreement, between the Issuer and the Company;
- (e) Bond Purchase Agreement dated the date set forth therein, among the Issuer, the Company and the Company, as Purchaser; and
- (f) Performance Agreement, between the Issuer and the Company.

**Section 4. Execution of Series 2019 Bond and Documents.** The Mayor of the Issuer is hereby authorized and directed to execute the Series 2019 Bonds and to deliver the Series 2019 Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor (or, in the Mayor's absence, the acting Mayor) of the Issuer is hereby authorized and directed to execute the Series 2019 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Issuer. The Clerk of the Issuer is hereby authorized and directed to attest to and affix the seal of the Issuer to the Series 2019 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary.

**Section 5. Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Series 2019 Project and the net rentals generated under the Lease Agreement to the payment of the Series 2019 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid under the Indenture

**Section 6. Further Authority.** The Issuer shall, and the officers, employees and agents of the Issuer and the Issuer's Bond Counsel, Gilmore & Bell, P.C. are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Bonds and the Bond Documents.

**Section 7. Effective Date.** This Ordinance shall take effect and be in force from and after its passage by the governing body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official Issuer newspaper.

**PASSED** by the governing body of the City of Olathe, Kansas on November 5, 2019 and **APPROVED AND SIGNED** by the Mayor.

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Mayor

[SEAL]

ATTEST:

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Clerk

(Published in *The Gardner News* on November \_\_, 2019)

**SUMMARY OF ORDINANCE NO. 19-70**

On November 5, 2019, the governing body of the City of Olathe, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF OLATHE, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (FREMATO USA, INC. – WAREHOUSE PROJECT), SERIES 2019, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$15,850,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING AN INDUSTRIAL PROJECT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE AMENDMENT OF CERTAIN DOCUMENTS RELATED TO CERTAIN OUTSTANDING BONDS AND THE ISSUANCE OF SAID SERIES 2019 BONDS.**

The Bonds approved by the Ordinance are being issued in the maximum principal amount of \$15,850,000, for the purpose of acquiring, constructing, furnishing and equipping an industrial project for Fremato USA, Inc., a Kansas corporation, and constitute limited obligations of the City payable solely from the sources and in the manner as provided in the Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Indenture) to the Trustee and in favor of the owners of the Series 2019 Bonds, as provided in the Indenture. The Ordinance also approved entering into certain documents amending certain provisions of documents entered into in connection with industrial revenue bonds previously issued by the City. In connection with the issuance of the Series 2019 Bonds, the Issuer approves a 10-year exemption from ad valorem property taxes for the project, subject to certain payments in lieu of taxes. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 100 E. Santa Fe. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <http://www.olatheks.org/government/city-clerk/public-notice>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED November 5, 2019.

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Ron Shaver, City Attorney

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**OMNIBUS AMENDMENT OF BOND DOCUMENTS**

**Dated as of November 1, 2019**

**Relating to:**

**\$7,000,000  
City of Olathe, Kansas  
Industrial Revenue Bonds  
(Accosys, Inc. Project)  
Series 2012**

**\$8,000,000  
City of Olathe, Kansas  
Industrial Revenue Bonds  
(Fremato USA, Inc. Project)  
Series 2018**

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## OMNIBUS AMENDMENT OF BOND DOCUMENTS

**THIS OMNIBUS AMENDMENT OF BOND DOCUMENTS** dated as of November 1, 2019 (this **“Omnibus Amendment”**), by and between the **CITY OF OLATHE, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the **“Issuer”**), **FREMATO USA, INC.**, a Kansas corporation (the **“Company”** and **“Bondowner”**), and **COMMERCE TRUST COMPANY** (as **“Trustee”**).

### RECITALS:

**a.** The Issuer is authorized under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the **“Act”**), to purchase, acquire, construct, improve, equip, remodel, sell and lease certain facilities within its jurisdiction for commercial purposes, and to issue revenue bonds for the purpose of paying the cost of such facilities, and to pledge the income and revenues to be derived from the operation of such facilities to secure the payment of the principal of and interest on such bonds.

**b.** The Issuer has previously issued its \$7,000,000 aggregate maximum principal amount of Industrial Revenue Bonds (Accosys, Inc. Project), Series 2012 (the **“Series 2012 Bonds”**) pursuant to a Trust Indenture dated as of December 1, 2012 (the **“Series 2012 Indenture”**) between the Issuer and Commerce Bank, N.A., Kansas City, Missouri (together with any successors or assigns, the **“Trustee”**) and used the proceeds of the Series 2012 Bonds to construct a project (the **“Series 2012 Project”**) for the benefit of Accosys, Inc., a Delaware corporation (the **“Assignor”**).

**c.** In connection with the issuance of the Series 2012 Bonds, the Issuer leased the Series 2012 Project to Assignor pursuant to a Lease Agreement dated as of December 1, 2012 between Assignor and the Issuer (the **“Series 2012 Lease”**), and Assignor and Issuer entered into various other documents relating to such project and the Series 2012 Bonds (collectively, the **“Series 2012 Bond Documents”**).

**d.** Pursuant to that certain Assignment and Assumption Agreement dated as of February 1, 2016, between the Assignor and the Company and consented to by the Issuer and Trustee, the Assignor assigned to the Company all of its rights and interests under and pursuant to the Series 2012 Project, the Series 2012 Bonds and the Series 2012 Bond Documents.

**e.** The Issuer has previously issued its \$8,000,000 aggregate maximum principal amount of Industrial Revenue Bonds (Fremato USA, Inc. Project), Series 2018 (the **“Series 2018 Bonds,”** and together with the Series 2012 Bonds, the **“Bonds”**) pursuant to a Trust Indenture dated as of December 1, 2018 (the **“Series 2018 Indenture,”** and together with the Series 2012 Indenture, the **“Indenture”**) between the Issuer and the Trustee and used the proceeds of the Series 2018 Bonds to construct a project (the **“Series 2018 Project,”** and together with the Series 2012 Project, the **“Project”**) for the benefit of the Company.

**f.** In connection with the issuance of the Series 2018 Bonds, the Issuer leased the Series 2018 Project to the Company pursuant to a Lease Agreement dated as of December 1, 2018 between the Company and the Issuer (the **“Series 2018 Lease,”** and together with the Series 2012 Lease, the **“Lease Agreement”**), and the Company and Issuer entered into various other documents relating to such project and the Series 2018 Bonds (collectively, the **“Series 2018 Bond Documents”**).

**g.** Pursuant to a special warranty deed dated as of the date hereof, the Issuer has conveyed the Project and the real estate subject to the Lease Agreement to the Company, and, in consideration for and simultaneously with such conveyance, the Issuer has leased the Project from the Company pursuant to the

Base Lease Agreement dated as of the date hereof (the “**Base Lease Agreement**”) between the Company, as lessor, and the Issuer, as lessee.

**h.** Pursuant to the foregoing, the Issuer and Company desire to amend the Series 2012 Bond Documents and the Series 2018 Bond Documents as set forth herein.

**NOW, THEREFORE,** for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

**1. Amendments to Bond Documents.**

(a) Any reference to the Issuer’s fee ownership of the Project shall be replaced with a reference to the Issuer’s leasehold interest in the Project pursuant to the Base Lease Agreement.

(b) **Exhibit B** to each Lease Agreement is hereby deleted in their entirety and **Exhibit A** attached hereto is hereby inserted in lieu thereof.

**2. Lease of Project; Applicability of Lease Agreement.** The Issuer hereby confirms that it demises, leases, subleases and lets to the Company, and the Company hereby confirms that it rents, leases, subleases and hires from the Issuer, the Project, in accordance with the terms of the Lease Agreement, as supplemented and amended by this Omnibus Amendment. Except as specifically amended hereby, all other provisions of the Lease Agreement shall remain in full force and effect and are hereby ratified, approved and confirmed.

**3. Consents and Waivers.**

(a) By signing this Omnibus Amendment, the Trustee hereby (i) consents, pursuant to **Article XIV** of each Lease Agreement, to the amendment of the Series 2012 Bond Documents and the Series 2018 Bond Documents, and (ii) waives any notice rights relating to supplementing or amending the Series 2012 Bond Documents or the Series 2018 Bond Documents.

(b) The Company represents that it is the sole owner of the Bonds and hereby provides its consent to this Omnibus Amendment as sole Bondowner. By signing this Omnibus Amendment as sole Bondowner, the Company waives any notice rights relating to supplementing or amending the Series 2012 Bond Documents or the Series 2018 Bond Documents.

**4. Execution in Counterparts.** This Omnibus Amendment 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.

**5. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Electronic notices, copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]



**THIS OMNIBUS AMENDMENT OF BOND DOCUMENTS** is executed as of the date first hereinabove written.

**CITY OF OLATHE, KANSAS**

(Seal)

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

Name: Michael Copeland

Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Emily Vincent

Title: City Clerk

**THIS OMNIBUS AMENDMENT OF BOND DOCUMENTS** is executed as of the date first hereinabove written.

**FREMATO USA, INC.**

a Kansas corporation,  
as Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**FREMATO USA, INC.**

a Kansas corporation,  
as Bondowner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

The undersigned Trustee hereby consents to the foregoing Omnibus Amendment of Bond Documents as of the date first hereinabove written.

**COMMERCE TRUST COMPANY,**  
as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## **EXHIBIT A**

All real property, buildings, improvements, equipment, furnishings and machinery owned or leased by the Company and paid for in whole or in part with the proceeds of the Bonds and located or to be located on the following property:

[LEGAL DESCRIPTION]



# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

SUBJECT: Consideration of Ordinance 19-71 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$3,000,000 to Carrier Series Plus, LLC, Series 2019, for the construction of a 21,400 sq. ft. industrial warehouse. (Lot 1 Project)

---

### ITEM DESCRIPTION:

Consideration of Ordinance 19-71 authorizing issuance of the City's taxable Industrial Revenue bonds in an amount not to exceed \$3,000,000 to Carrier Series Plus, LLC, Series 2019, for the construction of a 21,400 sq. ft. industrial warehouse. (Lot 1 Project)

---

### SUMMARY:

On May 20, 2019 the City Council adopted Resolution No. 19-1040 (Attachment A), expressing the intent to issue an amount not to exceed \$3,000,000 of the City's taxable industrial revenue bonds ("bonds") for the construction of an industrial warehouse located in the Olathe Commerce Park. This is a single series of bonds to be issued to cover the land and building costs. This project is under a master resolution for JDC North Olathe Properties, LLC.

The Ordinance (Attachment B), prepared by the City's Bond Counsel, Gilmore & Bell, P.C., will authorize the issuance of bonds not to exceed \$3,000,000 for the project. The bonds are a special obligation of the City, paid solely by revenues generated by the Project. The Ordinance also authorizes the approval and execution of various documents required to facilitate the transaction under Kansas law, including a bond indenture and lease agreement.

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### FINANCIAL IMPACT:

All costs related to the issuance of the bonds will be paid by Carrier Services Plus, LLC.

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### ACTION NEEDED:

Approve Ordinance No. 19-71 authorizing the issuance of industrial revenue bonds to Carrier Services Plus, LLC.

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### ATTACHMENT(S):

Attachment A: Resolution 19-1040

Attachment B: Ordinance No. 19-71

## **RESOLUTION NO. 19-1040**

### **RESOLUTION DETERMINING THE INTENT OF THE CITY OF OLATHE, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE PRINCIPAL AMOUNT OF \$3,000,000 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING AN INDUSTRIAL WAREHOUSE FACILITY FOR THE BENEFIT OF CARRIER SERVICES PLUS, LLC, AND ITS SUCCESSORS AND ASSIGNS (LOT 1)**

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**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**, Carrier Services Plus, LLC, a Kansas limited liability company (the “Company”), has submitted to the City an Application for the Issuance of Industrial Revenue Bonds (the “Application”) requesting that the City finance the cost of acquiring, constructing and equipping an industrial warehouse facility of approximately 21,400 square feet as more fully described in the Application (the “Project”) through the issuance of its industrial revenue bonds in the approximate principal amount of \$3,000,000 (the “Bonds”), and to lease the Project to the Company, or its successors and assigns in accordance with the Act; and

**WHEREAS**, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City finance the costs of the Project by the issuance of the Bonds in one or more series under the Act in the approximate principal amount of \$3,000,000, the Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the City to the Company.

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

**Section 1. Approval of Project.** The Governing Body of the City hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the City of Olathe, Kansas, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be located generally at the intersection of Dennis Avenue and proposed Pine Street in Olathe, Kansas.

**Section 2. Intent to Issue Bonds.** The Governing Body of the City hereby determines and declares the intent of the City to acquire, construct and equip the Project out of the proceeds of the Bonds of the City in the approximate principal amount of \$3,000,000 to be issued pursuant to the Act.

**Section 3. Provision for the Bonds.** Subject to the conditions of this Resolution, the City expresses its intent to (i) issue its Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined

by ordinance of the City; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement the aforesaid.

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

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

**Section 6. Ad Valorem Tax Abatement.** In consideration of the Company's decision to acquire, construct and equip the Project, the City hereby agrees to take all appropriate action to request the Kansas Board of Tax Appeals to approve a 100% ad valorem property tax abatement (not including special assessments and taxes that may not be abated by the City under Kansas law) for all property (including real property, building improvements, machinery and equipment) financed with the proceeds of the Bonds.

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

<u>Year<sup>1</sup></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%

<sup>1</sup>Year refers to the first full calendar year following the issuance of the Bonds.

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

**Section 7. Limited Obligations of the City.** The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the amounts derived by the City under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, as provided in the Indenture. The Bonds shall not constitute a general obligation of the City, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the Trust Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

**Section 8. Required Disclosure.** Any disclosure document prepared in connection with the placement or offering of the Bonds shall contain substantially the following disclaimer:

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

**Section 9. Authorization to Proceed.** The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

**Section 10. Termination of Resolution.** This Resolution shall automatically terminate three (3) years from the date of the adoption of this Resolution unless (i) the Bonds have been issued by the City for the Project or (ii) a building permit has been issued by the City for the construction of the Project. The City, upon the request of the Company, may extend this time period.

**Section 11. Benefit of Resolution.** This Resolution will inure to the benefit of the City and the Company. The City may, at the request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

**Section 12. Further Action.** Counsel to the City and Gilmore & Bell, P.C., Bond Counsel for the City, together with the officers and employees of the City, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

**Section 13. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.



**ADOPTED** on June 4, 2019.

[SEAL]

ATTEST:



*Erin Vincent*  
\_\_\_\_\_  
City Clerk

**CITY OF OLATHE, KANSAS**

By: *[Signature]*  
\_\_\_\_\_  
Mayor

Resolution of Intent  
Carrier Services Plus, LLC

## **ORDINANCE NO. 19-71**

**AN ORDINANCE AUTHORIZING THE CITY OF OLATHE, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (CARRIER SERVICES PLUS, LLC PROJECT), SERIES 2019, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING AN INDUSTRIAL FACILITY, INCLUDING LAND BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT FOR THE BENEFIT OF CARRIER SERVICES PLUS, LLC, ITS SUCCESSORS AND ASSIGNS; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.**

**WHEREAS**, the City of Olathe, Kansas (the “Issuer”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

**WHEREAS**, the governing body of the Issuer has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds (Carrier Services Plus, LLC Project), Series 2019 (the “Bonds”), in a principal amount not to exceed \$3,000,000, for the purpose of acquiring, purchasing, constructing, installing, furnishing and equipping an industrial facility of approximately 21,400 square feet for Carrier Services Plus, LLC, a Kansas limited liability company (the “Company”), including land, buildings, structures, improvements, fixtures, machinery and equipment (the “Project”); and

**WHEREAS**, the Bonds will be issued under a Bond Trust Indenture dated as of the date set forth therein (the “Indenture”), by and between the Issuer and BOKF, N.A., as Trustee (the “Trustee”); and

**WHEREAS**, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement dated as of the date set forth therein (the “Base Lease Agreement”) between the Company and the Issuer; and

**WHEREAS**, simultaneously with the execution and delivery of the Indenture, the Issuer will enter into a Lease Agreement dated as of the date set forth therein (the “Lease Agreement”), by and between the Issuer, as lessor, and the Company, as lessee, pursuant to which the Project will be acquired, constructed, furnished and equipped, and pursuant to which the Issuer will lease the Project to the Company, and the Company will agree to pay the rental payments due under the Lease Agreement sufficient to pay the principal of and premium, if any, and interest on, the Bonds; and

**WHEREAS**, the governing body of the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Issuer enter into certain agreements, and that the Issuer take certain other actions and approve the execution of certain other documents as herein provided;

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

**Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project.** The Issuer is hereby authorized to provide for the acquisition, purchase, construction, installation, furnishing and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

**Section 2. Authorization of and Security for the Bonds.** The Issuer is hereby authorized to issue and sell the Bonds in a principal amount not to exceed \$3,000,000 (the "Bonds"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing, furnishing, and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the Issuer from the Project, and the Project and the net earnings derived by the Issuer from the Project shall be pledged and assigned to the Trustee as security for payment of the Bonds as provided in the Indenture.

**Section 3. Authorization of Documents.** The Issuer is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Issuer (copies of which documents, upon execution thereof, shall be filed in the office of the Clerk of the Issuer), with such changes therein as shall be approved by the officers of the Issuer executing such documents (the "Bond Documents"), such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Trust Indenture, between the Issuer and the Trustee;
- (b) Base Lease Agreement, between the Company and the Issuer.
- (c) Lease Agreement, between the Issuer and the Company;
- (d) Bond Purchase Agreement dated the date set forth therein, among the Issuer, the Company and Carrier Services Plus, LLC, as Purchaser; and
- (e) Performance Agreement, between the Issuer and the Company.

**Section 4. Execution of Bond and Documents.** The Mayor of the Issuer is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor (or, in the Mayor's absence, the acting Mayor) of the Issuer is hereby authorized and directed to execute the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Issuer. The Clerk of the Issuer is hereby authorized and directed to attest to and affix the seal of the Issuer to the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary.

**Section 5. Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Lease Agreement to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid under the Indenture

**Section 6. Further Authority.** The Issuer shall, and the officers, employees and agents of the Issuer and the Issuer's Bond Counsel, Gilmore & Bell, P.C. are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary

or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Bonds and the Bond Documents.

**Section 7. Effective Date.** This Ordinance shall take effect and be in force from and after its passage by the governing body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official Issuer newspaper.

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**PASSED** by the governing body of the City of Olathe, Kansas on November 5, 2019 and **APPROVED AND SIGNED** by the Mayor.

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Mayor

[SEAL]

ATTEST:

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City Clerk

(Published in *The Gardner News* on November \_\_, 2019)

**SUMMARY OF ORDINANCE NO. 19-71**

On November 5, 2019, the governing body of the City of Olathe, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF OLATHE, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (CARRIER SERVICES PLUS, LLC PROJECT), SERIES 2019, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING AN INDUSTRIAL FACILITY, INCLUDING LAND BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT FOR THE BENEFIT OF CARRIER SERVICES PLUS, LLC, ITS SUCCESSORS AND ASSIGNS; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.**

The Bonds approved by the Ordinance are being issued in the maximum principal amount of \$3,000,000, for the purpose of acquiring, constructing, furnishing and equipping an industrial facility for Carrier Services Plus, LLC, a Kansas limited liability company, and constitute limited obligations of the City payable solely from the sources and in the manner as provided in the Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Indenture) to the Trustee and in favor of the owners of the Series 2019 Bonds, as provided in the Indenture. In connection with the issuance of the Bonds, the Issuer approves a 10-year exemption from ad valorem property taxes for the Project, subject to certain payments in lieu of taxes. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 100 E. Santa Fe. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <http://www.olatheks.org/government/city-clerk/public-notice>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: November 5, 2019.

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Ron Shaver, City Attorney



# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

SUBJECT: Consideration of Ordinance No. 19-72 approving the issuance of health facility revenue bonds in the amount of \$30,000,000 on behalf of Olathe Medical Center, Inc, Series 2019B (Medical Office Building project.)

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### ITEM DESCRIPTION:

Consideration of Ordinance No. 19-72 approving the issuance of health facility revenue bonds in the amount of \$30,000,000 on behalf of Olathe Medical Center, Inc, Series 2019B (Medical Office Building project).

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### SUMMARY:

The City has received a \$30,000,000 health facilities revenue bond application from Olathe Medical Center, Inc. (Attachment A)

This project is related to the Series 2019A bonds that were issued earlier this year and included funding for the medical office project. The bonds will be issued to fund additional costs related to the medical office building project as well as miscellaneous capital improvements and refund Series 2017B previously issued.

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 will be held on November 6<sup>th</sup>.

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.

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### FINANCIAL IMPACT:

All costs related to the issuance of the bonds will be paid by OMC.

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### ACTION NEEDED:

Approve Ordinance No. 19-72

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### ATTACHMENT(S):

Attachment A. Application

Attachment B: Ordinance No. 19-72

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**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

(913) 791-4200

**Applicants Address**

Telephone Number

Tierney L. Grasser, Chief Financial Officer

(913) 791-4461

**Name and Title of Responsible Officer/Contact**  
Number

Telephone

Jason Hannagan

**Attorney for Applicant**

20333 West 151st Street, Olathe, Kansas 66061

913.791.3559

**Attorney's Address**

Telephone Number

Kansas City Financial Corporation (UMB Bank, N.A. affiliate)

(816) 860-7143

**Bond Purchaser**

Telephone Number

Piper Jaffray & Co.

(913) 345-3370

**Placement Agent**

Telephone Number

Scott Waller, Gilmore & Bell, P.C.

**Bond Counsel for Applicant**

2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108

(816) 218-7591

**Bond Counsel's Address**

Telephone Number

**I. BUSINESS INFORMATION**

If the applicant corporation or its parent is a publicly-held corporation and regularly files annual reports on Form 10-K, respectively attach as a part of this application, 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)? \_\_\_\_\_  
(501)(c)(3) Corporation



- 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 August 6, 2019.
- 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 medical office building project at Olathe Medical Park and miscellaneous capital improvements (collectively, the "Projects"), (2) refunding all or any portion of the Series 2017B Bonds (the "Refunded Bonds") previously issued by the Issuer for the benefit of the Corporation and its affiliates, and (3) paying certain costs of issuance (in an amount expected not to exceed 2% of the proceeds of the Bonds), all for the benefit of and in furtherance of the Corporation, Olathe Health Physicians, Inc. (formerly Olathe Medical Services, 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? The primary location of the project is 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. The project may include other locations in the Olathe area.
- 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? 67%  
What percentage will be occupied by other occupants? 33%  
Indicate each occupant, if known. anticipating nonprofit health provider
- 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 2019A  
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 2019B 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 November 15, 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 25th day of October 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

(Summary on last page of this document  
to be published in *The Gardner News* on Wednesday, November 13, 2019)

**ORDINANCE NO. 19-72**

**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 TO REFUND OR MODIFY ALL OR ANY PORTION OF CERTAIN BONDS ISSUED BY THE CITY FOR THE BENEFIT OF OLATHE MEDICAL CENTER AND ITS AFFILIATES, AND AUTHORIZING AND APPROVING RELATED DOCUMENTS AND ACTIONS**

**WHEREAS**, the City of Olathe, Kansas (the “City”) is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended and K.S.A. 10-116a, 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 to issue revenue bonds to refund any such revenue bonds; 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 medical office building project at Olathe Medical Park, and miscellaneous capital improvements (collectively, the “Projects”) for the benefit of Olathe Medical Center, Inc. (the “Corporation”) and its affiliates, (2) refunding all or any portion of the City’s Health Facilities Revenue Bonds (Olathe Medical Center) Series 2017B (the “Series 2017B Bonds”) previously issued by the City for the benefit of the Corporation and its affiliates, and (3) paying certain costs of issuance, all as further described in the hereinafter referred to Bond Indentures and Lease Agreements; and

**WHEREAS**, the Bonds will be issued under one or more Bond Trust Indentures (the “Bond Indentures”), 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 Indentures, the City will enter into one or more Lease Agreements (the “Lease Agreements”), between the City, as lessor, and the Corporation, as lessee, pursuant to which the City will sublease the facilities financed or refinanced with the proceeds of the Bonds 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, at the option of the Corporation, may modify (the “Series 2017B Bonds Modifications”) terms and agreements relating to all or any portion of the Series 2017B Bonds; and

**WHEREAS,** the City further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds the refunding of the Series 2017B Bonds and the Series 2017B Bonds Modifications 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, for the refunding the Series 2017B Bonds, and for the Series 2017B Bonds Modifications;

(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 Indentures. 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 Indentures. The final terms shall be specified in the Bond Indentures upon the execution thereof, and the signatures of the officers of the City executing such Bond Indentures shall constitute conclusive evidence of their approval and the City's approval thereof. The Bonds authorized hereunder may be issued by series or subseries at separate times or concurrently. The failure to issue any series or subseries of Bonds does not preclude the issuance of other series or subseries of Bonds.

**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 Indentures, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the applicable Trust Estate (as defined in the Bond Indentures) to the Bond Trustee and in favor of the owners of the Bonds, as provided in the Bond Indentures. 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 Agreements and the Bond Indentures. 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 applicable 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 Indentures;

(b) One or more Base Lease Agreements under which the Corporation 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 Indentures;

(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 Indentures. 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, the refunding of the Series 2017B Bonds, the Series 2017B Bonds Modifications, and at any time in the future in connection therewith, 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, notices and instruments, including, without limitation, any amendments of existing documents for the Bonds or the Series 2017B Bonds, 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, the Series 2017B Bonds, the Series 2017B Bonds Modifications and the City Documents. The Bonds may be further separated or combined into different or additional series and subseries of the Bonds. The City Documents may be further separated or combined, which documents as so separated or combined shall constitute “City Documents,” and the City may re-designate any series or subseries of the Bonds or otherwise change the designations for any series or subseries of the Bonds.

**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 5th day of November, 2019.

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Michael E. Copeland  
Mayor

[SEAL]

ATTEST:

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Emily K. Vincent  
City Clerk



**SUMMARY OF ORDINANCE NO. 19-72**

On November 5, 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 TO REFUND ALL OR ANY PORTION OF CERTAIN BONDS ISSUED BY THE CITY FOR THE BENEFIT OF OLATHE MEDICAL CENTER AND ITS AFFILIATES, AND AUTHORIZING AND APPROVING RELATED DOCUMENTS AND ACTIONS**

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 medical office building project at Olathe Medical Park, surgery, pharmacy, catheterization laboratory, and 5th floor projects, and miscellaneous capital improvements (collectively, the "Projects") for the benefit of Olathe Medical Center, Inc. (the "Corporation") and its affiliates, (2) refunding all or any portion of the City's Health Facilities Revenue Bonds (Olathe Medical Center) Series 2017B (the "Series 2017B Bonds") previously issued by the City for the benefit of the Corporation and its affiliates, and (3) paying certain costs of issuance, all as further described in the hereinafter referred to Bond Indentures and Lease Agreements. The Ordinance also authorizes modifications to terms and agreements for the Series 2017B 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 Agreements and the Bond Indentures. 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-notice>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State.

DATED: November 5, 2019

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Ronald R. Shaver  
City Attorney



# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Zachary Moore, Planner II

SUBJECT: UDO19-0005 Amendments to Chapters 18.30., 18.50., and 18.90.

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### ITEM DESCRIPTION:

Report regarding Proposed Amendments to Chapters 18.30, 18.50, and 18.90 of the Unified Development Ordinance (UDO19-0005). Planning Commission recommends approval 8-0.

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### SUMMARY:

Staff is wrapping up a series of Unified Development Ordinance (UDO) updates which began earlier this year. Recently, the City approved a rewrite of Chapter 18.15 pertaining to building and site design standards (UDO19-0001). We have now prepared a series of updates that will clarify City expectations for new development and redevelopment, clarify information for existing standards, and assist the reader in navigating the UDO. These updates include items such as screening of rooftop and mechanical equipment, plantings in landscape buffers, tree removal, truck trailer parking, and lighting.

### PUBLIC HEARING:

On October 14, 2019 a workshop followed by a public hearing was held for UDO19-0005 before the Planning Commission. The UDO updates were approved by the Planning Commission as presented by a vote of 8-0.

The updates for consideration are provided below. Full descriptions of the updates, the recommendation, and explanation are contained in the attached Planning Commission report from October 14, 2019.

### UDO AMENDMENTS - SECTION ONE: UDO UPDATES PERTAINING DEVELOPMENT CRITERIA

The following updates are those addressing development standards.

#### **1. Section 18.30.130.I, Development Standards - Landscaping, Buffers and Screening (Screening)**

- A. Rooftop and Mechanical Equipment Screening: Relocating screening requirements to Section 18.30.130 to guide readers to one Section of the UDO for all screening requirements. In addition, we are recommending updating the language to ensure that

all information is provided during plan review.

- B. Trash Enclosures: Current standards do not provide the reader with a clear understanding of what type of material or style the enclosures should be designed to. Staff is recommending adding language to require that materials used must be compatible with the principal building architecture and color.

**2. Section 18.30.130.J, Development Standards - Landscaping, Buffers and Screening (Buffers)**

There are two of these buffer types (types 4B and 5B) that are open green space areas with no required vegetation. Staff is recommending these buffer types include plant materials to create additional opportunities for plantings and natural buffers between uses as needed. The requirement will allow the applicant to propose the amount and type of plant material used at the time of plan approval.

**3. Section 18.30.135, Development Standards - Lighting**

Section 18.30.135 outlines lighting requirements for parking areas only. Staff is recommending adding language that addresses both building mounted and sign lighting as well.

**4. Section 18.30.160, Development Standards - Parking and Loading**

The City has been experiencing higher volumes of truck trailers parking on public streets and highway ramps because distribution warehouses are commonly gated and provide limited access for deliveries. The recommendation is to add language to ensure that truck trailer parking is accommodated on site.

**5. Section 18.30.240 Development Standards - Tree Preservation**

Section 18.30.240 does not require review of tree removal unless it is associated with an application for a plat, rezoning, or final development plan, which has resulted in loss of large groves of trees without the City's knowledge. Staff is recommending requiring review and approval by the City regardless of an active case pending. This would only be required when removing more than 20% of woodland on residential properties in excess of 10 acres in size and all other properties 5 acres in size or more.

**UDO AMENDMENTS - SECTION TWO: HOUSEKEEPING UPDATES**

The following updates are considered housekeeping items as they correct verbiage or inconsistencies to reflect current practice. The items below do not create new standards, nor do

they add new sections to the UDO.

**1. Section 18.30.010 Development Standards - Purpose**

Recommendation: Remove verbiage referencing Building Design Standards.

**2. Section 18.30.080 Development Standards - Easements**

Recommendation: Update misspelling of subsection header.

**3. Section 18.30.130.H.4 Development Standards - Landscaping, Buffers and Screening**

Recommendation: Update code reference to reflect the accurate section of code.

**4. Section 18.50.180 Supplemental Use Regulations**

Recommendation: Update code reference to reflect accurate section of code.

**5. Section 18.50.190 Supplemental Use Regulations - Signs**

Recommendation: Clarify definitions for awning signs and freestanding signs.

**6. Section 18.90.020 Definitions**

Recommendation: Update resource reference for terms not found within the UDO.

Recommendation: Remove industry terms from Definitions chapter to reflect recent UDO updates.

**7. All Sections listed above**

Recommendation: Replace the word "shall" with must or will.

Attachment A is a draft ordinance with proposed updates for Chapters 18.30, 18.50, and 18.90. Attachment B and C contain the October 14, 2019 Planning Commission Meeting Packet and Minutes. The Planning Commission recommended approval of all proposed UDO updates associated with UDO19-0005 on October 14, 2019 by a vote of 8-0.

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**FINANCIAL IMPACT:**

None

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**ACTION NEEDED:**

1. Accept the report. Unless directed otherwise, staff will place Ordinance No. 19-XX (UDO19-0005), on the November 19, 2019 City Council agenda for formal consideration.

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**ATTACHMENT(S):**

- A. Ord 19-XX (Redline Amendments)
- B. October 14, 2019 Planning Commission Packet
- C. October 14, 2019 Planning Commission Meeting Minutes

ORDINANCE NO. 19-XX

**AN ORDINANCE AMENDING SECTIONS 18.01.020, 18.30.010, 18.30.080, 18.30.130, 18.30.135, 18.30.160, 18.30.240, 18.50.180, 18.50.190 AND 18.90.020 OF THE OLATHE MUNICIPAL CODE PERTAINING TO THE UNIFIED DEVELOPMENT ORDINANCE.**

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

**WHEREAS**, on June 17, 2014, the Governing Body of the City of Olathe adopted Ordinance No. 14-39, the *Unified Development Ordinance*; and

**WHEREAS**, the Governing Body directed staff and the Planning Commission to proceed with consideration of amendments to the Unified Development Ordinance on an annual basis; and

**WHEREAS**, proposed amendments (UDO19-0005) to the *Unified Development Ordinance* were reviewed at a planning session with the Governing Body on January 8, 2019; and

**WHEREAS**, those amendments in addition to several other minor updates to the *Unified Development Ordinance* were discussed at a Planning Commission workshop on October 14, 2019; and

**WHEREAS**, on October 14, 2019 the Planning Commission held a public hearing and recommended approval of the amendments as presented; and

**WHEREAS**, on November 5, 2019 the Governing Body reviewed and discussed UDO19-0002, the proposed amendments to Chapter 18.30, 18.50, and 18.90.

**WHEREAS**, the Governing Body reviewed the Planning Commission recommendation for proposed amendments and concurs with their recommendation.

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

**SECTION ONE:** Section 18.01.020 of the Olathe Municipal Code (Unified Development Ordinance) is hereby amended to read as follows:

**“18.01.020 Marked Copies of Ordinance on File.** There shall not be less than three (3) copies of the Unified Development Ordinance, adopted by reference in Section 18.01.010 kept on file in the office of the City Clerk, to which shall be attached a copy of the incorporating ordinance, marked or stamped “Official Copies as Incorporated by Ordinance No. 14-39, as amended by Ordinance No. 15-16, Ordinance No. 16-20, Ordinance No. 16-51, Ordinance No. 17-01, Ordinance No. 17-52, Ordinance No. 18-48, Ordinance No. 19-26, Ordinance No. 19-40, Ordinance No. 19-56 Ordinance No. 19-63, Ordinance No. 19-64 and Ordinance No. 19-XX,” and open to inspection by the public at all reasonable hours. The police department, municipal judges, and all other departments of the City charged with the enforcement of the Unified Development Ordinance shall be supplied, at the cost of the City, with such number of official copies of such ordinance as may be deemed expedient.”

**SECTION TWO:** Section 18.30.010 of the Olathe Municipal Code (Unified Development Ordinance) is hereby amended to read as follows:

**"18.30.010 Purpose**

*This chapter provides regulations for infrastructure, ~~building design, and~~ site design and layout to:*

- protect the public health, safety and welfare of the City and its residents;*
- guide public and private policy and action in providing adequate and efficient transportation, water, sewerage, drainage, schools, parks, recreation facilities and other public facilities and requirements;*
- provide the most beneficial relationship between the uses of land and buildings,*
- provide efficient, multi-modal circulation throughout the City, particularly in order to avoid congestion in the streets and highways, and to provide for the proper location and width of streets and building lines in accordance with the Major Street Map;*
- establish reasonable standards of design and procedures for site plans, subdivisions and resubdivisions, in order to encourage the orderly layout and use of land;*
- ensure that public facilities are available and will have a sufficient capacity to serve the proposed subdivision;*
- prevent pollution of the air and waterways;*
- encourage the wise use and management of natural resources throughout the City;*
- preserve the natural beauty and topography of Olathe and to ensure appropriate development preserving natural features; and*
- secure dedication of public improvements that conform to City standards, specifications and the Capital Improvement Program."*

**SECTION THREE:** Section 18.30.080 of the Olathe Municipal Code (Unified Development Ordinance) is hereby amended to read as follows:

"18.30.080 Easements

A. Utility Easements

1. Applicability

Utility easements ~~shall~~ must be provided where a public or private utility is required by this chapter.

2. Location

The utility easements ~~shall~~ must be adjacent to the existing and/or proposed right-of-way, and be centered on rear or side lot lines.

3. Width

Utility easements ~~shall~~ must be at least fifteen (15) feet wide when dedicated for a City utility, for ten (10) feet wide when dedicated for any other utility placement. A sanitary or drainage easement, which is combined with another utility for a dual-purpose easement, ~~shall~~ must be at least twenty (20) feet wide. However, the City Engineer may increase or decrease the required easement width where required by local conditions and pipe size.

4. Dedication

The utility easements ~~shall~~ must be dedicated to the City of Olathe or to the utility provider for their intended purpose.

B. Common Driveways

See § [18.30.050.E](#).

C. Drainage

1. ~~Applicability~~ Applicability

If a subdivision is traversed by a watercourse, drainage way, channel, stormwater infrastructure, stream or the regulatory floodplain, then a storm water easement ~~shall~~ must be provided.

## 2. Width and Configuration

- a. The easement ~~shall~~ must conform substantially to the lines of the watercourse.
- b. The easement ~~shall~~ must have sufficient width and construction to provide adequate storm water drainage and maintenance access.
- c. Drainage easements ~~shall~~ must be a minimum of fifteen (15) feet for enclosed structures and twenty (20) feet for open (paved or grass lined) channels where they cross private property. The City Engineer may adjust the required width where needed to comply with subsection b. above.

## 3. Location

- a. Drainage easements ~~shall~~ must be separate from utility easements.

## 4. Recreational Easements

Recreational easements are required where parks or open space areas on plats are public, part of a public park or open space, or provide a connecting link to public recreational use areas such as lakes, parks and multi-purpose trails.

## 5. Public Easements

Public utility easements ~~shall~~ must be provided when necessary and be adjacent to the proposed right-of-way. The minimum width ~~shall~~ must be at least ten (10) feet wide and dedicated to the City of Olathe for the purpose of placing water and sanitary sewer lines."

**SECTION FOUR:** Section 18.30.130 of the Olathe Municipal Code (Unified Development Ordinance) is hereby amended to read as follows:

### "18.30.130 Landscaping, Buffers and Screening

*This chapter protects and preserves the appearance, character, health, safety and welfare of the City. Specifically, these regulations:*

- *Preserve and protect existing vegetation and trees;*
- *Maintain and improve environmental conditions by providing shade, air purification, oxygen regeneration, ground water recharge and decreased stormwater runoff;*



- *Abate noise, glare and heat;*
- *Encourage the use of xeriscaping and environmentally sustainable design/principles; and*
- *Improve the aesthetic quality and appearance of developed properties by establishing minimum landscaping, buffering and side design standards.*

A. Applicability

1. This section applies to any final site development plan or building permit.
2. This section does not apply to:
  - a. Agricultural uses in the "A" Agriculture district.
  - b. Any development in the "D" Downtown district.

B. General Requirements

1. All land area subject to a final site development plan and issued a building permit, which is not paved or covered by buildings, ~~shall~~ must be brought to finished grade and planted with turf, native grasses, or other appropriate ground covers.
2. The American Standard for Nursery Stock (see Technical References in Chapter 18.90) applies to any technical landscaping term not already defined in this title.
3. The Planning Official ~~shall~~ will maintain/update the following preferred lists in order to meet City landscaping standards: trees and shrubs; street trees; and prohibited trees and shrubs.
4. Development constraints and conditions vary greatly among sites. The Planning Official may therefore approve landscape plans that deviate from strict compliance with this section, including the applicability of any subsection to a particular development, if the purpose and intent of this section (including any subsection) are met. Any proposed deviation ~~shall~~ must be clearly identified on the proposed landscape plan, which ~~shall~~ will be accompanied by a written description of the proposed deviation(s) and an explanation of how the purpose and intent of this section (including any subsection) are met by the proposed revised landscape plan.
5. If landscaping is not installed, maintained and replaced as needed to comply with the approved plan and/or building permit plans, the owner and its agent or agents are considered in violation of the terms of the certificate of occupancy.

### C. Landscape Plan

All plans submitted in support of a final site development plan or building permit ~~shall~~ must include a landscape plan sealed by a landscape architect licensed to practice in the state of Kansas. The Planning Official may waive this requirement for smaller projects such as expansions, renovations, and sign installations. The landscape plan ~~shall~~ must include the information required by Chapter [18.94](#).

### D. Species and Installation

#### 1. Generally

All landscape materials ~~shall~~ must be installed in accordance with the current planting procedures established by the most recent edition of the American Standard for Nursery Stock.

#### 2. Design Principles

- a. Landscape design and species ~~shall~~ must be used to create visual continuity throughout the development.
- b. Landscape coordination ~~shall~~ must occur among all phases of the development area.
- c. Trees, shrubs and other landscaping materials depicted on the approved final site development plans are considered site improvements in the same manner as parking, building materials and other details.
- d. A variety of different species (including both deciduous and evergreen species) ~~shall~~ will be incorporated into the site design to provide visual interest, as well as disease and pest resistance.
- e. At least one-third ( $\frac{1}{3}$ ) of the plantings ~~shall~~ must be evergreen species.
- f. Plant materials ~~shall~~ must be placed intermittently against long expanses of building walls, fences and other barriers to create a softening effect.
- g. Earthen berms and existing topography ~~shall~~, whenever practical, be incorporated into the landscape treatment of a site.
- h. Required landscape plantings ~~shall~~ must be coordinated with the location of utilities, driveways and traffic sight distance triangle areas.

- i. Trees ~~shall~~ must not be placed within public utility easements, but within adjacent areas that do not conflict with such public easements and meet site landscaping requirements.
  - j. Planting design ~~shall~~ will coordinate the locations of trees to allow access to utilities with minimal disruption to the trees and their supporting root systems, while avoiding increased service costs to the utilities.
3. The Planning Official may approve exceptions to the location and spacing of trees to accommodate the location of public utilities.
  4. Any area of a site not intended for a specific use, including a commercial pad site intended for future development, ~~shall~~ must be seeded unless retained in its natural state. In all cases the site ~~shall~~ will be maintained.
  5. Vegetative stabilization and management techniques ~~shall~~ must be used at a site after construction is completed. The applicant ~~shall~~ must protect disturbed areas from any unnecessary run-on of stormwater from adjacent sites.
  6. Approved Species List

The Planning Official ~~shall~~ will publish a comprehensive list of approved planting materials (the “approved species list”), and nuisance species or prohibited plants that are prohibited in required landscape areas. The applicant ~~shall~~ will select planting materials corresponding with the approved species list. The Planning Official may approve a landscape plan with species not shown on the approved species list if:

- a. The species are comparable in appearance and durability to the approved species; and
- b. Are normally grown in northeastern Kansas, or are adaptable to the climate and growing conditions of northeastern Kansas and are not invasive.

## 7. Minimum Plant Specifications

Minimum planting specifications are:

Category	Specifications
Deciduous shade trees	2½- to 3-inch caliper measured 6 inches above ground
Evergreen trees	6 to 8 feet in height

Category	Specifications
Small deciduous or ornamental trees	1- to 1½-inch caliper measured 6 inches above ground. For multi-trunk clusters (3 or more trunks) the smallest trunk <del>shall</del> <u>will be at least</u> be ¾ inch.
Deciduous and Evergreen Shrubs	24-inch-high plant size. Spacing from 3 to 5 feet apart depending upon species. Native plants should use the largest size available in the area. The seed stock for native plants <del>shall</del> <u>must</u> be grown within a 200 mile radius of the job site.
Ground cover plants	Ground cover <del>shall</del> <u>will</u> be planted in a number as appropriate by species to provide 50 percent surface coverage.

#### 8. Turf

- a. Turf ~~shall~~ will be used where necessary to provide coverage and soil stabilization.
- b. Seeding may be approved in lieu of turf at the time of final site development plan approval by the Planning Commission, or, in the case of plats, by the Planning Official.

#### 9. Native Vegetation, Drought Resistance/Xeriscape and Irrigation

- a. Native vegetation and drought resistant plant material ~~shall~~ will be used wherever possible.
- b. If native vegetation or drought resistant plant materials are not used, then an irrigation system ~~shall~~ must be installed to provide water during a three (3) year establishment period.
- c. Native vegetation and xeriscape plants may exceed the height limit for vegetation provided in Section [6.09.050](#) of the municipal code.
- d. Xeriscape landscape practices are allowed as a way to minimize the need for supplemental watering. The following techniques ~~shall~~ must be used where possible:
  - (1) Using plant materials with lower moisture requirements;
  - (2) Selecting plants on the basis of specific slope, aspect, soil and micro climate conditions;
  - (3) Using native and adapted plant species;
  - (4) Minimizing the amount of irrigated turf area;

- (5) Planting and designing slopes to minimize runoff, using terracing in lieu of a consistent slope, where possible;
- (6) Separating irrigation zones according to plants' water requirements to reduce evaporation;
- (7) Emphasizing soil improvement by conserving topsoil, deeply loosening soil and incorporating organic matter and amendments based on soil tests;
- (8) Using mulch in planting areas to reduce weed growth, promote soil cooling and reduce evaporation.

10. Substitute Planting Materials

- a. After the landscape plan is approved and before planting occurs, the Planning Official may approve comparable substitute planting materials if:
  - (1) The approved plants and landscape materials are not available at the time that installation is to occur, or
  - (2) Other unforeseen conditions prevent the use of the exact materials shown on the approved landscape plan.
- b. If the substitute planting materials are on the approved species list, no new landscape plan is required.
- c. A new landscape plan is required if the substitute planting materials are not on the approved species list. The applicant is not required to resubmit any other applications related to the landscaping plan (such as a site development plan or rezoning). The Planning Official may approve, approve with conditions, or deny the landscape plan. The applicant may appeal this decision to the City Manager.

E. Maintenance

- 1. The developer, its successor and/or subsequent owners and their agents ~~shall~~ will maintain landscaping on the property on a continuing basis for the life of the development.
- 2. Plant materials which exhibit evidence of insect pests, disease and/or damage ~~shall~~ must be appropriately treated. Dead plants ~~shall~~ must be promptly removed and replaced.
- 3. All landscaping is subject to periodic inspection by the Planning Official or designee.

4. The property owner ~~shall~~ will maintain landscape areas in good condition and in a way that presents a healthy, neat and orderly appearance. This maintenance ~~shall~~ must include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance, in accordance with acceptable horticultural practices.

5. The City may cause removal of any dead or diseased trees, plants and shrubs on private property within the City, when those trees, plants and shrubs constitute a hazard to life and/or property or harbor insects or disease which constitutes a potential threat to other trees, plants or shrubs within the City. If the Planning Official determines that removal of any diseased tree, plants or shrubs is necessary; the Planning Official ~~shall~~ will provide the property owner written notice of the required maintenance or removal.

#### F. Timing of Landscaping

##### 1. During the Development Process

Minimum timing requirements for landscaping (excluding street trees and master fence and screening improvements) are as follows:

a. For residential, nonresidential or mixed-use development, all required landscaping materials, both living and nonliving, ~~shall~~ must be in place prior to the time of issuance of a final certificate of occupancy, weather permitting. In periods of adverse weather conditions, a temporary certificate of occupancy may be issued, subject to the posting of a cash escrow or irrevocable letter of credit in an amount equal to the estimated cost of the landscaping, with the estimated cost certified by a landscaping provider. A contract letter or bill of sale from a landscape company or garden center for the required landscape materials may be accepted in lieu of a cash escrow or irrevocable letter of credit. The cash escrow or irrevocable letter of credit may be forfeited if the landscaping is not completed within one (1) year after the issuance of the temporary certificate of occupancy. Forfeiture of any cash escrow or irrevocable letter of credit ~~shall~~ will not relieve the owner of the responsibility to complete the required landscaping.

#### G. Street Trees

##### 1. Applicability

a. Street trees are required in all residential and nonresidential districts along all local and collector streets.

b. Street trees are required along street right-of-way of public or private street frontage, excluding arterial and minor arterial streets where perimeter landscaping is required by this section.

## 2. General Requirements

a. Street trees ~~shall~~ must be spaced as uniformly as possible, with an average spacing of forty (40) linear feet between trees in all districts, resulting in at least one (1) tree per lot in residential districts.

b. A minimum of two (2) street trees are required on corner lots.

c. Street trees count toward the required number of trees within the interior of the lot only in residential districts for single-family and two-family dwellings.

d. Exceptions to the location and spacing of trees may be allowed to accommodate for the location of utilities, streetlights, driveways, storm drain structures, sidewalks and traffic sight distance triangle areas.

e. At least six (6) feet of space is required between the right-of-way or sidewalk and the back of curb for the planting of street trees.

f. The applicant ~~shall~~ will coordinate adequate clearance between street trees and other infrastructure to allow for the location of street trees within the right-of-way, wherever practical, and ~~shall~~ will promote the longevity of the street trees to avoid premature loss of the trees. The street tree plan ~~shall~~ will coordinate the locations of street trees to allow access to utilities with minimal disruption to the street trees and their supporting root systems while avoiding increased service costs to the utilities.

g. See Section [18.30.220.E](#), Sight Distance.

h. No tree, shrub, or woody vegetation ~~shall~~ will be planted within a distance of ten (10) feet from any fire hydrant or fire department connection (FDC) to the sprinkler system.

i. No trees ~~shall~~ will be planted within fifteen (15) feet of a street light.

### 3. Procedures

#### a. Timing

Street tree species and typical spacing requirements ~~shall~~ must be provided with all preliminary plats and site development plans. Trees ~~shall~~ must be planted prior to occupancy of the building.

### 4. Required Species

a. The Planning Official ~~shall~~ will determine the botanical and common names of the street trees to be planted based on the requirements of this section.

b. Trees to be used to meet City street tree standards are as follows:

Botanical Name	Common Name
Acer platanoides var.	Norway Maple
rubrum var.	Red Maple
saccharum var.	Sugar Maple
Carya illinoienses	Pecan
Celtis occidentalis	Hackberry
Cladrastis lutea	American Yellowwood
Ginkgo biloba	Ginkgo (male, seedless)
Gleditsia triacanthos inermis var.	Honeylocust (thornless, podless)
Gymnocladus dioicus	Kentucky Coffeetree
Liquidambar styraciflua	Sweetgum Blackgum
Liriodendron tulipifera	Tuliptree
Platanus x acerfolia	London Planetree
Quercus acutissima	Sawtooth Oak
bicolor	Swamp White Oak
borealis	Northern Red Oak



Botanical Name	Common Name
imbricaria	Shingle Oak
macrocarpa	Bur Oak
muhlenbergi	Chinquapin Oak
robur	English Oak
Tilia americana	American Linden
cordata var.	Little Leaf Linden
tomentosa	Silver Linden
Sophora japonica	Japanese Pagoda tree
Ulmus carpinus var. buisman	Buisman Elm
parvifolia	Lacebark Elm
Zelkova serrata	Zelkova

- c. The Planning Official may approve other species that are similar in quality, durability, and appearance, and that are suitable for the climate and rainfall conditions in Olathe.

#### 5. Prohibited Plants/Trees

Include Ailanthus, White and Silver Birch, Box Elder, Catalpa, Cottonwood, Siberian Elm, "Fruit" trees, Silver Maple, Mimosa, Pin Oak, Russian Olive, Poplar, weeping trees, Willows and all Ash species. Prohibited plants include those that are invasive or potentially damaging to streets, sidewalks, utilities, drainage improvements, and foundations.

#### 6. Street Tree Specifications:

All street trees ~~shall~~ must meet the requirements of subsections [G.1](#) through [G.5](#), above, except that the minimum size of newly installed street trees may be reduced to two (2) inch caliper as measured six (6) inches above ground. Trees ~~shall~~ must be guaranteed by a one (1) year warranty period.

#### 7. Right-of-Way

- a. If the street trees are located in the right-of-way, the adjoining property owner ~~shall~~ must maintain them as depicted on the subdivision(s) street tree plan.

- b. The adjoining property owner ~~shall~~ must remove and replace street trees within the right-of-way (as depicted on the subdivision(s) street tree plan) that are dead, dying, diseased or otherwise unsafe at any time as depicted on the subdivision(s) street tree plan.

#### H. Landscaping along Arterial/Collector Streets (Master Fence/Screening Plan)

*The purpose of the master fence/screening plan is to increase privacy, mitigate noise, reduce glare and enhance the aesthetics of the streetscape through the use of fences, walls, berms and professional landscaping to separate residential units from thoroughfare streets.*

##### 1. Applicability

Where a subdivision for property zoned R-1 through R-4 is adjacent to an arterial street or where rear lot lines are adjacent to a collector roadway, a master fence/screening plan for all areas abutting the arterial street ~~shall~~ will be submitted for approval by the Planning Official prior to recording the final plat.

##### 2. Required Landscape Area

- a. Landscape tracts ~~shall~~ must have a landscape area with a minimum width of twenty-five (25) feet along an arterial roadway and fifteen (15) feet along a collector roadway.
- b. This landscape area is in addition to the minimum required lot width and yard setback requirements of the zoning district.

##### 3. Master Fence/Screening Plan Approval

- a. The Planning Official, or designee, ~~shall~~ must review the plans with regard to proper building and plant materials, setbacks, height, grading and their effectiveness in creating privacy and mitigating noise.
- b. Improvements indicated on the master fence/screening plan are considered a private subdivision improvement.
- c. The applicant may:
  - (1) Complete the landscaping improvements prior to the issuance of any building permit for any lots within the affected phase covered by the master landscape/screening plan, or

(2) Submit a bond or irrevocable letter of credit of up to two (2) years, equal to the value of the landscaping material as outlined in bids from the developer's landscape installer or contractor. The bond or letter ~~shall~~ will be held by the City until all landscaping is installed per the approved plan after inspection and acceptance by the City.

#### 4. Landscaping

a. The approved master fence/screening plan ~~shall~~ must contain the following landscaping materials as a minimum for each one hundred (100) linear feet, or portion thereof, of arterial street frontage. Minimum size requirements ~~shall~~ must be as stated in Section ~~18.62.070~~ 18.30.130.D.7.

(1) Eight (8) evergreen trees.

(2) Two (2) shade trees.

(3) One (1) ornamental tree.

b. The landscape area ~~shall~~ must not impair drainage and utility placements.

c. The required minimum landscape area ~~shall~~ must not be located within a utility easement.

d. For each tree preserved within the landscape tract which meets or exceeds the minimum size requirements outlined in subsection D.7, above, a one (1) to one (1) credit ~~shall~~ will be given against the minimum tree requirements of this section.

e. The above landscaping materials may be deviated from if an alternative list of materials is approved by the City Planner which achieves comparable screening and buffering.

#### 5. Grass areas

Grass areas located within the arterial street right-of-way as well as the landscape tract ~~shall~~ must be sodded. Use of appropriate drought-tolerant ground cover to reduce grass areas is encouraged in landscape tracts when approved through the planning process.

#### 6. Fences/Walls:

a. Fences or walls are not required as part of the master landscape/screening plan.

b. In cases where the developer of the subdivision chooses to install a fence or wall, all types of fences installed by the developer, except wrought iron, split rail or similar see-through fence/wall types, must be located one (1) foot inside the boundaries of the landscape tract along the residential side of the tract. Wrought iron or similar see-through fences may be installed by the developer anywhere within the landscape tract, except they may be no closer than five (5) feet from the right-of-way line of the abutting arterial street.

## 7. Berms

a. Berms are not required as part of the master fence/screening plan. In cases when the developer chooses to install a berm, the following standards apply:

- (1) The slope of all installed berms ~~shall~~ must not exceed three (3) to one (1);
- (2) All berms ~~shall~~ must be consistent with good engineering and landscape architectural design; and
- (3) The grading plan for berms within the landscape tract ~~shall~~ must be consistent with the approved subdivision grading plan and ~~shall~~ will be approved by the City Engineer.

## 8. Maintenance/Irrigation:

### a. Maintenance

The final plat and deed restrictions ~~shall~~ must contain language as approved by the City Planner which identifies the organization (e.g., a homes association) that will be the entity having permanent responsibility and authority to enter upon the said landscape tract to maintain, plant, replant, replace, mow, clip, trim, spray, chemically treat, repair, and otherwise maintain any and all grass, trees, shrubs, flowers, plants, fences, and walls. Said deed restrictions ~~shall~~ will be recorded with the Register of Deeds of Johnson County concurrently with the recording of the final plat.

### b. Irrigation

Landscape areas ~~shall~~ must be irrigated as necessary to maintain required plant materials in good and healthy condition. Irrigation systems ~~shall~~ must comply with the following standards:

- (1) All landscape areas ~~shall~~ must be provided with a readily available water supply with at least one (1) outlet within one hundred (100) feet of the plants to be maintained. The use of nonpotable water for irrigation purposes ~~shall~~ will be encouraged.
- (2) No permanent irrigation system is required for an area set aside on approved plans for preservation of existing natural vegetation.
- (3) Temporary irrigation systems installed pursuant to acceptable xeriscape landscape practices may be used to meet the standards of this section. Xeriscape means to landscape using vegetation that is drought tolerant or water conserving in character.
- (4) Irrigation systems ~~shall~~ must be continuously maintained in working order and ~~shall~~ be designed so as not to overlap water zones, or to water impervious areas.
- (5) Whenever practical, irrigation systems ~~shall~~ must be designed in zones to apply water onto shrub and tree areas on a less frequent schedule than those irrigating grass areas. When technically feasible, a rain-sensor switch ~~shall~~ must be installed on systems with automatic controllers.
- (6) No irrigation system ~~shall~~ will be installed or maintained abutting any public street which causes water from the system to spurt onto the roadway or to strike passing vehicular traffic.
- (7) The use of irrigation-quality effluent or reused water ~~shall~~ will be encouraged.

#### I. Screening

Landscape plans for all developments ~~shall~~ must include a detailed drawing of enclosure and screening methods as provided below.

1. All exterior mounted and all roof-top building HVAC and mechanical equipment, vents, piping, roof access ladder, and utility meters must be located out of view or otherwise screened from public view from all adjacent streets and residentially developed or zoned properties. Screening must be accomplished with landscaping, screen walls, building elements, or a combination of these methods.

2. Rooftop and Building Mounted Utility Screening

- a. All applications for preliminary or final development plan approval must include information regarding anticipated rooftop equipment and building mounted equipment, including mechanical units, vents, pipes, and other appurtenances. Such equipment must be indicated on building elevations where the size and location of such equipment is known, and any anticipated equipment or equipment locations not yet determined must be described in the notes on the building elevations along with the estimated maximum dimensions of such equipment and the intended methods of screening.
- b. All rooftop equipment must be screened from public view with an architectural treatment which is compatible with the building architecture and integral to the overall appearance of the building. An example includes a parapet wall that includes the same building materials as the lower levels of the building façade.
- c. For purposes of this chapter, the phrase "architectural treatment compatible with the building architecture" does not include painted or prefinished rooftop equipment.
- d. For rooftop equipment not adequately screened by the parapet, a supplementary screen will be provided by the use of prefinished architectural metal panels, stucco panels, masonry walls, or similar building materials.
- e. The height of the screen must be no lower than the height of the equipment.
- f. Screening must not interfere with Fire Department access to the roof.
- g. Building mounted equipment will be screened with either landscaping or architecture screening which may also include painting as required by the Approving Authority.
- h. The Approving Authority may waive or amend rooftop equipment or building mounted equipment screening requirements as part of a preliminary or final site development plan if the applicant provides a sight line visibility study and alternative screening provisions are provided if needed, and the approving authority finds that:

- (1) The building is located at a high elevation in relation to surrounding properties, and it is demonstrated that rooftop equipment will not be visible; or
  - (2) The building is located in the middle of an industrial park and rooftop equipment is not visible from arterial roadways or residential properties, and will not have a negative impact upon any sensitive areas or scenic view or vistas; or
  - (3) The building is sited in a manner where the location and setback of rooftop equipment from the building edge in relation to the elevation and visibility of surrounding properties is such that the equipment will not be visible from any distance and additional screening measures are not required.
- i. In the event that rooftop equipment or building mounted equipment location has not been determined at the time of final development plan approval, or changes are made to said equipment after the final development plan is approved, the applicant must provide suitable screening to meet the above criteria, subject to review and approval by the Planning Official. (Ord. 18-48 § 2, 2018; Ord. 16-20 §4, 2016; Ord. 15-16 §3, 2015)
- ~~13.~~ Areas or facilities used for trash, recycling containers, service and loading are to be located out of public view from streets, adjacent residential properties, and other highly visible areas such as parking lots, access drives, and similar areas.
- ~~24.~~ Trash containers, trash compactors, and recycling containers ~~shall~~ must be screened from public view on all four (4) sides:
- a. On three (3) sides with a six (6) to eight (8) foot solid wall constructed of masonry of a color and form that is consistent and compatible with the principal building architecture of the site; and
  - b. On one (1) side with a gate, ; and
  - c. The container/compactor areas ~~shall~~ must be appropriately landscaped ; and
  - d. Enclosures must be incorporated into and made part of the principal building when possible and must be located behind or to the rear of the principal building in areas less visible from public streets and adjoining properties.
- ~~3.—Recycling containers shall be screened from public view on the front or rear side with a six (6) to eight (8) foot solid wall constructed of masonry.~~

~~4~~5. The screening requirements of this subsection do not apply to containers used to collect clothing donations, or publicly accessible recycling containers. See Section 18.50.020.F for locational requirements.

~~5~~6. Alternative compatible, durable materials for the screening of trash containers and trash compactors may be approved by the City through the final site development plan approval process.

~~6~~7. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities' meter banks and coolers ~~shall~~ must be screened from public view with three (3) sided landscaping or with an architectural treatment compatible with the building architecture. Mechanical equipment ~~shall~~ will be subject to the following:

a. Preferred locations for utility structures (cabinets), as listed in order of preference are: 1) nonresidential properties; 2) rear yards; 3) street side yards on a corner lot behind the front yard setback; 4) front yards within the required side yard setback; and 5) arterial or collector landscape easements.

b. Size and Height

Residential: maximum height is thirty-six (36) inches above grade. Office/Commercial: limited to six (6) feet in height.

c. Arterial or Collector Streets

(i) Placement

Utility structures ~~shall~~ must be located on the interior façade of the building, away from arterial or collector streets, and when possible, recessed into the wall of the structure.

Utility structures ~~shall~~ will not be placed along collector or arterial streets except when approved by the City.

d. Location in Public Right-of-Way

Utility structures ~~shall~~ must be located behind the sidewalk and are subject to approval by the City Engineer. When requested within public right-of-way a landscaping plan ~~shall~~ will be required with the right-of-way permit.



e. Landscaping

Landscaping selected for screening ~~shall~~ will be provided for on three (3) sides of the structure and shield the structure from public view.



Adequate Three-Sided Screening



Decorative Wall Screening at Building

f. Other Requirements

Utility structures located within public right-of-way (in front of sidewalk) require approval of an administrative review application.

~~7~~8. All buildings or additions in nonresidential districts ~~shall~~ must provide a solid screen fence or wall at least six (6) feet in height within all rear and side yards abutting property zoned for residential purposes. The screening ~~shall~~ must be placed so the required perimeter landscape area is located between the property line and the fence or wall. The screening ~~shall~~ should not be placed on property lines or within the landscape area of the development and ~~shall~~ not extend in front of the building line of adjacent dwellings. The screening is not required where similar screening exists on the abutting residential property or where a screened storage lot is provided.

~~8~~9. In industrial and commercial districts, storage of materials, products or equipment outside of a fully enclosed building ~~shall~~ must be one hundred (100) percent screened from public view, except when adjacent to another storage area which is one hundred (100) percent screened from public view.

~~9~~10. Outdoor display confinement areas ~~shall~~ must be enclosed with materials compatible to the building architecture such as decorative fencing (i.e., wrought iron), a building wall or other similar enclosure. Limited visibility into the display confinement area may be permitted depending upon the location of the area and the visibility of the area from nearby roadways. The display merchandise may not extend above or be stacked higher than the confinement area enclosure.

~~10~~1. For purposes of this section, the phrase "screened from public view" means not visible from the subject property from adjoining properties or any street right-of-way at any distance.

## J. Buffers

*The intent of buffering is to provide landscaped separation between residential and nonresidential uses and to screen from view certain land uses that may create visual clutter and distraction. The standards of this section provide for increases in the width and the opacity of the buffer as the land use intensity of the new or expanded development increases.*

### 1. Applicability

#### a. Generally

This section applies to any activity subject to this section (see subsection [A](#), above).

## b. Exemptions

This section does not apply to:

- (1) Residential uses adjoining residential uses within the same residential zoning district.
- (2) Agricultural uses.
- (3) Any change of use that does not increase the existing building square footage or parking area.
- (4) Single-family dwellings located on an existing lot of record.
- (5) Contiguous commercial parcels or land areas under common ownership.

*Commentary: Subsection [J.1.b\(5\)](#), above, addresses situations where a parcel is rezoned with several different zoning districts, and one of the districts acts as a "buffer" for the other. For example, a landowner rezones part of a parcel to "C-2," the other part of the parcel as "R-1." The "R-1" portion of the parcel is a strip adjoining a residential area zoned "R-1." A type "3B, 4A, or 5A" buffer is normally required between the "C-2" and "R-1" districts. No buffer is required between the portion of the parcel zoned "C-2" and "R-1" internal to the property in this situation.*

## 2. Reduction in Required Buffers

The buffer requirements are reduced where a buffer exists on an abutting property, and the net buffer satisfies the minimum buffer requirements of this section.

## 3. Types of Buffers Required

- a. Table 18.30.130-1 shows when a buffer is required between an adjoining zoning district. Uses in the "adjoining zoning district" are not required to provide the same buffer, but may be subject to a separate additional buffer requirement as shown in Table 18.30.130-1. The applicant ~~shall~~ [must](#) install the type of buffer as indicated in the table.

*Commentary: For example, if the proposed development is located in a "C-1" zoning district (see row (5) of the table), and the "adjoining zoning district" is zoned "R-1" (see the column (2) under adjoining zoning district), then the applicant ~~shall~~ [must](#) install a type 3 buffer.*

- b. In order to encourage the preservation of natural vegetation, the applicant may substitute a type "N" buffer consistent with subsection [J.4](#), below, Table 18.30.130-2 for any category of required buffer.

Table 18.30.130-1. Required Buffers

		Adjoining Zoning District								
		1	2	3	4	5	6	7	8	9
District ↓		AG	R-1, R-2	R-3, R-4	N	O, C-1	C-2, C-3, C-4, BP, M-1	M-2, M-3	D, TOD	PD, PR
1	AG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	R-1, R-2	N/A	N/A	N/A	N/A	N/A	4B	4B	N/A	N/A
3	R-3, R-4	1	3	N/A	N/A	N/A	5B	5B	N/A	N/A
4	N	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	O, C-1	1	3	2 or 3	N/A	1	1	1	1	1
6	C-2, C-3, C-4, BP, M-1	1	3, 4A, or 5A <sup>1</sup>	3, 4B, or 5A <sup>1</sup>	3, 4B, or 5A <sup>1</sup>	1	1	1	1	1
7	M-2, M-3	1	3, 4A, 5A or 6 <sup>1</sup>	3, 4A, 5A or 6 <sup>1</sup>	3, 4A, 5A or 6 <sup>1</sup>	2	2	1	1	1
8	D, TOD	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	PD, PR	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

<sup>1</sup> Buffers vary based upon the size of the development area adjacent to residential zoned land. Development areas less than five (5) acres in size require buffer type 3. Development areas between five (5) to ten (10) acres in size require buffer type 4A. Development areas greater than ten (10) acres in size require buffer type 5A or 6.

#### 4. Buffer Types

- a. There are ~~ten (10)~~ nine (9) types of buffers. Table 18.30.130-2 shows the minimum width and number of trees and/or plants required for each one hundred (100) linear feet for each buffer.
- b. Each buffer type provides several plant material options. The applicant may either plant new trees or plants, or preserve existing trees or plants, within the required buffer which meet the requirements of this subsection.

c. Plant materials are required in both the 4B and 5B buffer types below. The applicant may request both the number of plantings and type (mix) of planting for the development during the plan review process for approval by the Approving Authority.

Table 18.30.130-2. Minimum Plant Materials Required for Each Buffer Type

Buffer Type	Minimum Width (in Feet)	Trees <sup>1</sup>			Shrubs and Ornamental Grasses per 100 Linear Feet <sup>2</sup>	Constructed Features <sup>3</sup>
		Deciduous Shade Trees per 100 Linear Feet	Ornamental Trees per 100 Linear Feet	Evergreen Trees per 100 Linear Feet		
1	10	1	1	1	20	None
2	15	2	3	2	35	None
3	20	1.5	1	1.5	35	Min. 6-ft. high wall or berm
4A	25	4	2	3	40	Min. 9-ft. high wall and berm combination (e.g., 6-ft. wall and 3-ft. berm)
4B	60	None	None	None	None	None
5A	30	5	3	5	45	Min. 11-ft. high wall and berm combination (e.g., 6-ft. wall and 5-ft. berm)
5B	75	None	None	None	None	None
6	40	5	4	5	50	Varied berm with 4-ft. average height
N <sup>4</sup>	20% reduction with minimum of 10 feet	Any combination of trees or shrubs is acceptable where: (1) the existing vegetation provides at least the number of equivalent planting units required by Table 18.30.130-2, or (2) the existing vegetation provides complete visual screening from the adjoining property.				--

<sup>1</sup> See Section [18.30.130.D](#) for acceptable tree species and sizes.

<sup>2</sup> See Section [18.30.130.D](#) for acceptable shrub species and sizes. A minimum one-third ( $\frac{1}{3}$ ) of the shrubs ~~shall~~ [will](#) be evergreen.

3 A double row of evergreen trees may be substituted for a screening wall, but may not be counted toward minimum requirements for trees, shrubs, and ornamental grasses.

4 Natural areas with native vegetation may be used to meet any of the above buffer requirements if the criteria of Table 18.30.130-2 are met. The width of a buffer ~~shall~~ will be reduced by twenty (20) percent if the minimum width is at least ten (10) feet. Irrigation requirements do not apply if no additional planting is required to meet these criteria.

5. The number of equivalent planting units (EPUs) for purposes of applying a type "N" buffer, above, are calculated based on the following ratios: Canopy Trees = 1 EPU, Understory = 0.5 EPU, Large Shrubs = 0.25 EPU, Medium Shrubs = 0.1 EPU, and Small Shrubs = 0.05 EPU. Each buffer type "1" through "6," above, is assigned the following number of EPUs for purposes of determining whether a type "N" buffer may be substituted:

Buffer Type	EPUs
1	1
2	2
3	1.5
4A or 4B	3
5	4
6	5

#### 6. Location of Buffer

- a. A buffer required by this section ~~shall~~ must be provided along the side lot line of abutting uses.
- b. The required perimeter landscape area ~~shall~~ must be located outside of the fenced area of the development between the fence and the street, unless this requirement is otherwise modified with final site development plan approval.
- c. Buffers are not required along the front property line.

#### 7. Permitted Uses Within the Buffer

- a. The buffer may be included in the required yard or building setback.
- b. No active recreation area, storage of materials, parking, or structures, except for necessary utility boxes and equipment, ~~shall~~ will be located within the buffer.

c. Parking is permitted within the building setback, but not within the minimum width of the buffer.

d. Buffers may be used as part of a greenway as defined in the parks/open space standards.

#### K. Residential Lots

1. In residential districts, large deciduous shade or evergreen trees are required within the interior of each lot at a ratio of three (3) trees for every single-family dwelling, four (4) trees for every two-family dwelling and one (1) tree for every dwelling unit for multifamily buildings.

2. For single-family and two-family dwellings, at least one (1) required interior lot tree may be a street tree in compliance with subsection [G](#), above.

3. Multifamily developments ~~shall~~ [must](#) have street trees in addition to the required interior lot trees. Perimeter and buffer landscaping trees ~~shall~~ [will](#) not count toward the required number of trees within the interior of any lots.

4. Residential lot trees ~~shall~~ [must](#) be planted in accordance with subsection [G.3](#), above.

#### L. Nonresidential Landscaping

1. Within the front and corner side yards where a street separates a nonresidential use from property zoned or designated on the Comprehensive Plan Map for residential use, a continuous fifteen (15) foot landscape area ~~shall~~ [must](#) be provided with landscaping, clustered or spaced linearly and need not be placed evenly, at a rate of one (1) deciduous shade or evergreen tree for every thirty (30) feet of linear street frontage. In addition, one (1) ornamental tree ~~shall~~ [must](#) be planted for every three (3) required deciduous shade or evergreen trees.

2. Where a street separates a nonresidential use from property zoned or designated on the Comprehensive Plan Map for nonresidential use, a continuous ten (10) foot landscape area ~~shall~~ [must](#) be provided with landscaping at a rate of one (1) deciduous shade or evergreen tree for every fifty (50) feet of linear street frontage. In addition, one (1) ornamental tree ~~shall~~ [must](#) be planted for every three (3) required deciduous shade or evergreen trees.

#### M. Parking and Vehicular Use Areas

All multifamily residential and nonresidential developments ~~shall~~ [must](#) include the following interior landscaping standards within their parking and vehicular use areas:

1. Generally

Landscaping and planting areas ~~shall~~ must be dispersed throughout the parking lot.

2. Perimeter

a. Along street rights-of-way, parking areas ~~shall~~ must be screened from public view in one (1) of the methods described below:

(1) A landscape mix of shrubs, trees and other plantings to create a visual screen of the parking and vehicular. Trees should be spaced with at least one (1) tree per thirty (30) linear feet of landscape strip, with a width of at least ten (10) feet; or

(2) Shrubs that form a continuous visual screen at least three (3) feet in height; or

(3) A decorative wall of a material and design compatible with the architecture of the primary structure not to exceed four (4) feet in height; or

(4) A berm at least three (3) feet above the adjacent elevation of the street or parking area, whichever is highest, with a maximum slope of three to one (3:1) and ~~shall~~ must have a crown of at least two (2) feet. Berms will include plantings such as shrubs, trees or other landscaping.

3. Interior

a. The interior dimensions of any planting area or landscape islands ~~shall~~ must be at least one hundred sixty-five (165) square feet in area. Landscape islands ~~shall~~ must be at least nine (9) feet wide, as measured from back of curb to back of curb, and ~~shall be~~ constructed at a ratio of one (1) per each twenty (20) parking spaces. Each area ~~shall~~ must be protected by vertical curbs or similar structures, and be designed and grouped into a parking and vehicular use area to create defined aisles and entrances for on-site traffic circulation.

b. One (1) shade tree ~~shall~~ must be provided for every parking and vehicular use landscape island. Areas where utility conflicts restrict tree plantings, other landscape plantings such as shrubs and ornamental grasses may be approved by the City.

c. Landscape aisles and strips between parallel parking rows ~~shall~~ must be a minimum of ten (10) feet in width. When incorporating pedestrian walkways, the aisles and strips ~~shall~~ must be a minimum of twenty (20) feet in width to accommodate vehicular overhangs, walks, lights, posts and other appurtenances. Landscape aisles and strips ~~shall~~ must include



medium to large deciduous trees at a minimum of one (1) tree every thirty (30) linear feet, in addition to other parking lot landscape requirements.

d. Primary landscape materials ~~shall~~ must be trees which provide shade or are capable of providing shade at maturity. Ornamental trees, evergreen trees, shrubbery, hedges and other planting materials may be used to complement the landscaping, but ~~shall~~ not be the sole means of landscaping. Earth berms, existing topography and decorative walls ~~shall~~ must be integrated with the landscape plan where feasible.

e. No landscaping tree, shrub, fence, wall, or similar item ~~shall~~ will be placed in traffic zones of ingress or egress at street corners, or in the intersection of public right-of-way, which the City Engineer determines is an obstruction to visibility, or extends into a sight-distance triangle as set forth in Section [18.30.220](#), or is otherwise a traffic hazard.

f. Landscape islands in parking lots may alternatively be designed and planted to serve as dual-purpose and stormwater treatment areas. When landscaping islands are designed as a stormwater treatment area, trees are not required as the primary landscaping material if the City determines that trees are incompatible with native plantings proposed for use as a means of stormwater treatment.

g. Islands ~~shall~~ must be designed in locations based on the following priorities: defining major drives and vehicle lanes, delineating the end of parking rows and at aisle intersections and internal to the parking rows.

h. Plantings ~~shall~~ must anticipate foot traffic patterns, discourage foot traffic where dictated by safety concerns, and ~~shall~~ must provide adequate visibility for the safety of pedestrians and vehicles.

i. If earthen berms are constructed they ~~shall~~ must be at least to a height of two and one-half (2½) feet above the adjacent elevation of the street or parking/loading area, whichever is highest, ~~shall~~ not to exceed a slope of three to one (3:1) and ~~shall~~ must have a crown of at least two (2) feet. The berm ~~shall~~ will be planted in ground covers and other plant materials to achieve a decorative effect.

N. Environmentally Sustainable Design/Principles

Landscape plans ~~shall~~ must address:

1. The placement/arrangement of building(s) to minimize disruption to existing ecosystems and designing the building to minimize its footprint, and
2. Strategies such as stacking the building program, and sharing parking facilities with adjacent property owners, to minimize the building footprint, and
3. The relationship of open space to development footprint(s) on site biodiversity, and
4. Marking construction boundaries to minimize disturbance of the existing site and restore previously degraded areas to their natural state, and
5. If appropriate to the site, a soil/climate analysis to determine appropriate plant material and design the landscape with native or adopted plants to reduce or eliminate irrigation requirements, and
6. The feasibility of using stormwater and/or condensate water for irrigation, and
7. Whether native plants are incorporated in lieu of planted landscaping.

O. Building Façade/Foundation Landscaping

*Purpose: Landscaping and planting areas provide a buffer between the parking lot or drives and building walls or pedestrian circulation. Landscape areas may be placed adjacent to the building wall or adjacent to the curb to coordinate with building overhangs and canopies, if any. Building landscaping is encouraged to include a variety of shrubs, ornamental trees and/or shade trees. Any trees used should accommodate pedestrian circulation.*

1. Applicability
  - a. This subsection applies to nonresidential developments, unless modifications to these standards are otherwise approved as part of final site development plan approval.
  - b. This subsection does not apply to building façades that abut a sidewalk or the rear yard.
2. Location
  - a. Along any building façade or foundation that fronts upon a public right-of-way or a parking lot provided for the building, landscape areas ~~shall~~ must be provided equivalent to

a minimum of twenty-five (25) percent of each building façade or foundation. The landscape area may be a continuous area or comprised of several areas.

b. Building façades along service areas are excluded, unless the service area fronts upon a public right-of-way or common access drive.

c. Landscape areas may be placed adjacent to the building wall or adjacent to the curb, with walkways, overhangs or canopies between the landscape area and building wall. Landscape areas ~~shall~~ must generally not be placed under overhangs and canopies.

### 3. Planting

a. Each landscape area ~~shall~~ must be planted with shrubs capable of reaching three (3) feet in height above the adjacent parking area or drive, covering a minimum of seventy-five (75) percent of the length of the landscape area.

b. A mixture of evergreen and deciduous shrubs ~~shall~~ must be used to maintain seasonal interest.

c. Ornamental trees (where appropriate), or shade trees should be included in the landscape design to further buffer the building façade from the drives and parking lot areas. In areas where pedestrian circulation is anticipated, trees with a branching habit conducive to walking under ~~shall~~ must be used. For example, Pin Oaks are not acceptable due to their descending branching habit.

d. Appropriate plant species should be installed so that mature tree limbs can be maintained at a minimum eight (8) foot clearance from ground level and so that shrubs do not exceed two and one-half (2½) feet in height for areas where it is important to maintain visibility for security and safety purposes.

e. Berms may be incorporated in the landscape areas if positive drainage from the building is provided.

4. Planting areas ~~shall~~ must have a minimum width of either six (6) feet or the equivalent of twenty (20) percent of the building façade height as measured from the ground elevation to the top of the wall or parapet, whichever is greater.

### 5. Irrigation

Building façade and foundation landscape areas ~~shall~~ must be irrigated.

P. Residential Traffic Islands, Thoroughfare Rights-of-Way, Planting Restrictions

No trees, shrubs, woody vegetation, or other landscape improvements over two (2) feet in height are permitted on residential traffic islands or thoroughfare rights-of-way unless approved by the City Engineer and the Planning Official."

**SECTION FIVE:** Section 18.30.135 of the Olathe Municipal Code (Unified Development Ordinance) is hereby amended to read as follows:

"18.30.135 Lighting

A. Applicability

Parking areas with more than twenty (20) parking spaces ~~shall~~ must have exterior lighting for nighttime illumination that complies with this section.

B. General Standards

1. Lighting used to illuminate parking areas ~~shall~~ must be arranged, located, shielded or screened to direct light away from any adjoining or abutting residential district or any street right-of-way.
2. Exterior lighting ~~shall~~ must not be provided solely by building mounted light fixtures. Where used, the building-mounted fixtures ~~shall~~ must be located where not visible from street right-of-way or residential properties. Any building mounted light fixtures, landscape lighting or other outdoor light fixtures for aesthetic purposes ~~shall~~ will be identified on any site development plan.

C. Building Exterior Lighting

1. The following lighting standards apply to building mounted lighting and lighting cast on buildings or signs, not including Agricultural, Single-Family Detached Residential, and Two-Family Residential building types as defined in Section 18.15.020.F.
  - a. Exterior building-mounted lighting must be LED type (light produced via light emitting diodes) of a soft-white or bright-white light color and quality.

- b. Light fixtures must be up-cast or downcast in nature and must possess sharp, cut-off qualities to limit off-site glare. Light cast onto a building or sign must not shine past the wall plane. Exceptions may be made by the Approving Authority for decorative wall sconce type light fixtures.
- c. Illuminated banding, illuminated translucent panels, exposed neon, exposed lightbulbs (including LED bulbs), permanent string lights, and similar exterior building lighting are prohibited unless approved by the Approving Authority.

#### G.D. Light Poles, Light Fixtures and Pole Base Criteria

1. All light fixtures, for general area lighting, ~~shall~~ must be full cut-off type fixtures, which do not produce any light above 90 degrees from nadir (nadir being the angle pointing directly downward from the luminaire or fixture), equipped with flat lenses; and with fixed, nonadjustable, mounting arms or brackets. Light fixtures for landscaping lighting and decorative building lighting may allow light above 90 degrees from nadir.
2. The style of light poles and fixtures ~~shall~~ must highlight, complement, and reinforce landscape and architectural design as focal points of interest. However, all multi-family and non-residential sites within the "Original Town" Overlay District, where a parking area or lot is part of a redevelopment for a final site development plan as approved by the Planning Commission, ~~shall~~ must have antique globe/coach style light poles and fixtures as approved by the Planning Official. The following actions are exempt from installing such style light poles and fixtures of parking areas or lots for redevelopment: a parking lot permit not part of a new final site development plan approval, administrative review process, routine maintenance, existing site light pole and fixture consistency, and those situations deemed approved by the Planning Official.
3. Parking lot poles and light fixtures ~~shall~~ must maintain the same style, height, and color and intensity of lighting throughout the development area. Varying styles of light fixtures are permitted if it is demonstrated that the styles contribute to an overall theme for the area.
4. The maximum overall height of light fixtures is:
  - a. 30 feet for commercial shopping centers, individual nonresidential businesses and uses, multi-family developments, and office parks, and

- b. 20 feet when the uses listed above are located adjacent to residential development.
5. Concrete pedestals/bases ~~shall~~ must not exceed three (3) feet in height and ~~shall~~ must be included in the maximum overall light pole height.
6. Non-residential parking lots that are located between the principal buildings and the street, or adjacent to a residential zoning district, ~~shall~~ must have their lighting levels for surface parking lots and the top levels of parking decks and structures reduced from full lighting operational levels after close of business or activity hours.
7. Acceptable lamp types include solar powered fixtures, LED fixtures, pulse-start metal halide, ceramic metal halide, fluorescent, or high-pressure sodium.
8. Light sources ~~shall~~ must have a minimum value of 60 CRI (Color Rendering Index).

#### ~~D~~E. Illumination Levels

Illumination levels for outdoor lighting foot-candle values indicated below are measured at grade, and based upon a photoelectric (photopic) photometer having a spectral response similar to that of the human eye, following the standard spectral luminous efficiency curve adopted by the International Commission on Illumination (C.I.E.).

- |   |   |
|---|---|
| Parking Lots:                             | <ul style="list-style-type: none"> <li>• Average Maintained Foot-candles (maximum) for all parking lots is three (3) foot-candles. The minimum average maintained foot-candles is one (1). The average maintained foot-candles <del>shall</del> <u>must</u> be calculated at not greater than 0.75 of initial foot-candles. The approving authority may approve maintenance factors above 0.75 if the applicant submits documentation that those values achieve a level of security and compatibility with surrounding land use, or are consistent with subsection <u>E</u> below.</li> <li>• Minimum Foot-candles and Uniformity Ratio: The minimum amount of maintained illumination for open parking areas <del>shall</del> <u>must</u> be arranged in order to provide at least 0.20 foot-candles and uniform illumination throughout the parking lot of up to a 5:1 ratio of average to minimum illumination and up to a 15:1 ratio of maximum to minimum.</li> <li>• The maximum maintained vertical foot-candle at an adjacent residential property line <del>shall</del> <u>must</u> be one-half (0.5) foot-candle measured three (3) feet above grade and facing into the project site.</li> </ul> |
| Pedestrian Walkways,<br>Paths and Plazas: | <p>Areas of pedestrian activity within a parking lot as designated on the final site development plan (i.e. sidewalks, crosswalks, seating, building entrances/exits, plazas) <del>shall</del> <u>must</u> maintain a minimum one (1) foot-candle minimum average.</p>  |

**F.F.** Plan Submission Requirements

1. A photometric plan with point-by-point calculations showing compliance with the parking lot and building lighting standards is required with all final site development plans. The calculation ~~shall~~ must be measured at grade. The photometric plan ~~shall~~ must include:

- a. all structure(s), parking spaces, building entrances, traffic areas (both vehicular and pedestrian),
- b. vegetation that might interfere with lighting,
- c. adjacent uses that might be adversely impacted by the lighting,
- d. a layout of all proposed fixtures by location, orientation, aiming direction, mounting height and type, and
- e. all other exterior lighting including but not limited to architectural, building-entrance, landscaping, flag, accent, etc.). (*Ord. 09-37 § 8, 2009; Ord. 02-54 § 2, 2002*)

2. A cut sheet of the proposed light fixtures, including the light fixtures candlepower distribution curve, ~~shall~~ must be submitted for light fixtures abutting residential properties.

**F.G.** Environmentally Sustainable Design/Principles

The approving authority may modify any of the standards in this section if the applicant obtains LEED certification and provides a lighting plan that addresses the following:

1. light pollution reductions that eliminate light trespass from the building and site by improving night sky access and by the reducing the development's impact on the natural environment;
2. fundamental building lighting systems that verify and ensure that fundamental building elements are designed, installed and calibrated to operate as intended;
3. minimum lighting energy performance that meet either local energy code requirements or the federal energy code;

4. lighting materials and resources that are extracted and manufactured within the region, thereby supporting the regional economy and reducing the environmental impacts resulting from transportation
5. indoor environmental lighting quality that provide a high level of thermal, ventilation, and lighting systems control by individual occupants or specific groups in multi-occupant spaces; and
6. lighting for the building occupants with a connection between indoor spaces and the outdoors through the introduction of daylight and views into the regularly occupied areas of the building; and
7. If applicable, any innovations that adds to the visual quality and compatibility of the building and site."

**SECTION SIX:** Section 18.30.160 of the Olathe Municipal Code (Unified Development Ordinance) is hereby amended to read as follows:

"18.30.160 Parking and Loading

A. Parking Required for All Structures

1. All buildings or structures that are erected, constructed, reconstructed, moved or altered ~~shall~~ must provide off-street parking in the form of garages or areas made available exclusively for parking.
2. Parking spaces ~~shall~~ must be located entirely on the same property as the principal use, except where specifically provided in this section or the zoning district regulations (Chapter 18.20).
3. No portion of the parking area or structure other than the necessary drives ~~shall~~ will extend into any street or other public way.
4. The issuance of building permits or certificates of occupancy require compliance with the minimum parking standards. This applies even if a final site development plan was previously approved with fewer parking spaces due to the unknown or changing status of occupancy.



## B. Improvement of Parking Areas

1. All parking areas and drives ~~shall~~ must be ready for use upon occupancy of a building.
2. Parking areas and drives ~~shall~~ must be surfaced with a permanent, bituminous or concrete paving meeting the technical specifications prior to the issuance of a certificate of occupancy.
3. All parking lots and drives, except those serving single-family dwellings, ~~shall~~ must have curbs and drainage facilities that are consistent with the technical specifications.
4. Approach aprons and curbs ~~shall~~ must be Portland cement concrete.

## C. Access to Parking Areas

See Section [18.30.050](#).

## D. Dimensions and Design of Parking Areas

### 1. Parking Stalls

Parking stall dimensions are as follows:

Table 18.30.160-1. Parking Space Dimensions

Type	Dimensions (feet) (minimum dimensions; excludes access drives or aisles)	Conditions / Exceptions
Standard spaces	9' x 20'	
Parallel Parking Space	9' x 22'	
Parking areas reduced for landscaping	9' x 18' (standard) with 25' wide aisle	The reduction in pavement area must be used as landscape area within the parking lot.
Spaces abutting curbed overhangs	9' x 18' (standard)	The parking space must abut an interior parking lot curbed area at least 6 feet wide (with landscaping or sidewalk). The overhang is measured from the face of the curb.

### 2. Parking Pods

Parking lots ~~shall~~ must be divided into parking pods with landscape strips, peninsulas, or grade separations to reduce the visual impact of large expanses of paving, to direct vehicular traffic

through the parking lot, and to provide a location for pedestrian walks. The maximum number of spaces within a parking pod is regulated by Chapter [18.15](#) (~~Composite~~ [Building and Site Design](#) Standards).

### 3. Entrance Drives

Landscape aisles ~~shall~~ [must](#) be placed on both sides of entrance drives to create pleasing tree-lined entrances, to direct vehicles into and out of the site, and to provide adequate space for vehicular stacking at exits onto perimeter roadways.

### 4. Pedestrians

- a. Parking lots ~~shall~~ [must](#) separate pedestrians from vehicles through protected pedestrian walkways which lead to store entrances, except for sites with unique conditions or terrain.
- b. Sidewalks and crosswalks ~~shall~~ [will](#) connect sidewalks along adjacent roadways, trails in the City's greenway system and buildings within a development.
- c. Walkways ~~shall~~ [must](#) be designed and buffered in a manner that encourages their use.
- d. Sidewalks and crosswalks ~~shall~~ [must](#) be designed to keep pedestrians together where they can be seen by motorists, and where they can cross most safely with the flow of vehicular traffic.
- e. Crosswalks designated on the final site development plan ~~shall~~ [must](#) comply with the general standards for crosswalks within the Manual of Uniform Traffic Control Devices (MUTCD). Crosswalks outside of the public right-of-way or in the D District may include:
  - (1) Brick pavers with concrete borders;
  - (2) Concrete with brick borders; or
  - (3) Stamped and colored concrete.

### 5. Reserved Parking Areas

- a. For purposes of this subsection, "reserved parking areas" including parking stalls for customer parking, employee parking, persons with disabilities, vehicles for sale, lease, rental, or display.

- b. Reserved parking spaces ~~shall~~ must be designated on all final site development plans and any other plans submitted for approval to the City.
- c. Reserved parking spaces used for sale, lease, rental or display ~~shall~~ will not be located within a required parking/paving setback area, ~~shall~~ and not reduce the capacity of a parking lot below that required by this section unless otherwise approved by the Planning Commission, and ~~shall~~ not hinder the movement of vehicles in drive aisles.
- d. All reserved parking spaces ~~shall~~ must be striped, maintained, and specifically used for the related purpose as identified on the plans.
- e. Areas designated for parking ~~shall~~ must not be used for display of vehicles for sale, lease, rental, etc.

#### E. Parking Spaces for Persons with Disabilities

Parking for persons with disabilities ~~shall~~ must comply with the applicable requirements of the 2010 ADA Standards for Accessible Design (United States Department of Justice, September 15, 2010), as amended.

#### F. Parking and Paved Area Setbacks

Parking areas and other paved areas such as drive-through aisles ~~shall~~ must be set back as follows:

1. In Districts AG, R-1, R-2, and for single-family and two-family dwellings in any other district, no parking area ~~shall~~ will be located within two (2) feet of a lot line, excluding nonresidential uses.
2. For multifamily dwellings not located in a planned district, no parking area ~~shall~~ will be located within thirty (30) feet of a street right-of-way or in a required yard area.
3. No parking area for a nonresidential use in any residential district ~~shall~~ will be located within thirty (30) feet of any street right-of-way or in a required yard area.
4. Parking areas are encouraged to be located internal to the development with buildings abutting the right-of-way. When this layout is not possible, parking areas located adjacent to any street right-of-way will be screened in accordance with Section 18.30.130.



5. In mixed use, commercial, office, business park and industrial districts, no parking area ~~shall~~ will be located within the applicable parking and paving setback requirements within that zoning district.

6. Parking area setbacks within planned zoning districts ~~shall~~ must be approved with the final site development plan, and ~~shall~~ must not occupy any portion of the required yard areas.

#### G. Parking Lot and Building Lighting

See Section [18.30.135](#).

#### H. Landscaping and Screening for Parking Areas

1. The interior of parking areas ~~shall~~ must be landscaped in accordance with this section.

2. As part of a rezoning, special use permit or site plan condition, the Approving Authority may require that any wall, fence or screen planting around a parking area ~~shall~~ must be set back from a street if needed to prevent adverse effects upon the appropriate use of adjacent property or to prevent a traffic concern. This setback ~~shall~~ will not exceed the front or side yard requirement applicable to the zoning district.

#### I. Deferred Construction of Parking Spaces

1. A portion of the parking area required for office, business park or industrial development may remain unimproved until it must be improved to adequately serve the parking demand. Delayed construction of parking is permitted only if:

- a. The initial occupancy of the premises is adequately served by the lesser number of spaces,

b. The final site development plan clearly indicates the location, pattern and circulation to and from the deferred parking spaces.

2. The land area delineated for future parking ~~shall~~ must be brought to finished grade and landscaped, and ~~shall~~ not be used for building, storage, loading or other purposes.

J. Parking Areas for Single- and Two-Family Dwellings

1. No driveway serving a single- or two-family dwelling ~~shall~~ will be located within two (2) feet of an adjoining lot line except for a driveway serving two (2) properties.

2. Parking is restricted to customary passenger vehicles and emergency vehicles up to a factory designated, one (1) ton, single axle, dual wheel size which is unloaded and immediately available for emergency response by an operator who is on duty or on call. However, emergency vehicles ~~shall~~ will not be parked upon a driveway for more than twelve (12) hours during any twenty-four (24) hour period.

3. All passenger cars ~~shall~~ must be parked on paved driveways or parking areas relating to the garage or carport. In areas where there are no garages or carports, passenger cars and motor vehicles may be parked on paved driveways constructed perpendicular to the street.

4. No parking is allowed in that portion of the street right-of-way not used for traffic movement, i.e., between the curb and the sidewalk, and between the curb and the front lot line.

5. Parking passenger vehicles on driveway extensions that lead directly to the garage or carport is permitted, if the extension does not exceed more than one additional ten (10) foot drive beyond the capacity of the garage or carport, and is adjacent and connected to the existing driveway. If there is no garage or carport, a drive up to twenty-two (22) feet in width is permitted.

6. No person ~~shall~~ will stop, stand or park a commercial vehicle on any street, alley, or lot within any residential district, except when necessarily loading or unloading property or when in the performance of a service to or upon property in the block where the vehicle is parked. This section may not be avoided by a mere location change of a vehicle within the residential district. Residential district refers to any place or area where the property is zoned for residential occupancy including single-family, two-family and multifamily dwellings.

## K. Off-Street Parking Schedule

1. The minimum number of parking stalls is as indicated in Table 18.30.160-2, below. Where the parking ratio indicates "sf," the ratio is based on gross floor area excluding attics, cellars, or similar uninhabitable space.
2. The Planning Official ~~shall~~ may determine the parking requirements for any use not listed above, based on the determination of similar uses as set out in the Use Matrix (Chapter [18.20](#)) and any documentation of parking generation for that type of use.
3. Where convention centers, conference centers, assembly halls, ballrooms or other similar facilities are built in conjunction with a hotel, office park or shopping center, the Planning Commission or Governing Body may permit up to a thirty-five (35) percent parking space reduction for each of the uses listed above when built in conjunction with the uses listed above, due to overlapping usage of a portion of the parking spaces. Request for such shared parking must be received as part of a preliminary development plan. The request ~~shall~~ must outline the justification in reducing the number of parking spaces. In addition, a change in use to a use other than listed above ~~shall~~ must conform to City parking standards.
4. Whenever a theater is located in a shopping center that has more than two hundred thousand (200,000) square feet of gross floor area, the number of parking spaces required for the theater may be reduced by twenty-five (25) percent; provided, that a joint parking agreement for the joint use of all parking within the shopping center is reviewed and approved by the City. The agreements ~~shall~~ must be recorded with the Register of Deeds and a copy submitted with the application for a building permit.
5. The revised parking requirement for eating places (of all types) ~~shall~~ will not apply to any preliminary site development plan approved in a planned district prior to August 1, 2005; provided, that a final site development plan is approved complying with the preexisting parking requirements and a building permit is issued prior to August 1, 2006.
6. The revised parking requirement for eating places (of all types) ~~shall~~ will not apply to any final site development plan approved in a planned district prior to August 1, 2005, or to any site development plan approved in a conventional district prior to August 1, 2005; provided, that the approved plan complied with the preexisting parking requirement.

Table 18.30.160-2. Parking Spaces Required

Use	Parking Spaces Required (minimum)
<b>Residential Uses</b>	
Accessory dwellings (carriage houses, granny flats, echo homes)	1 per dwelling unit
Cluster or conservation subdivisions	1 per dwelling unit
Elderly housing, multifamily residences	1 per dwelling unit
Elderly housing, single-family residences	1 per dwelling unit
Residence, adaptive reuse	0.5 per dwelling unit
Residence, multifamily 3 units (triplex)	1.5 per dwelling unit
Residence, multifamily 4 units (quadraplex)	1.5 per dwelling unit
Residence, multifamily, more than 4 units	1.5 per dwelling unit
Residence, single-family attached	1.5 per dwelling unit
Residence, single-family detached	2 per dwelling unit
Residence, single-family modular	2 per dwelling unit
Residence, two-family (duplex)	1.5 per dwelling unit
Residence, zero lot line	1.5 per dwelling unit
Residential design manufactured home	2 per dwelling unit
Residential property manager	1 per dwelling unit
Townhouse	1.5 per dwelling unit
Watchmen/caretakers	1 per dwelling unit
<b>Accommodations and Group Living</b>	
Bed and breakfast	1 per guest room plus 1 per 800 sf of restaurant space
Boarding and lodging house	1 per guest room plus 1 per 800 sf of restaurant or public meeting space
Community living facility, mental health convalescent	1 per 400 sf
Community living facility, mental health/substance abuse, on-site staff	1 per 400 sf
Day care, adult day care	1 per guest room
Dormitories	1 per 400 sf

Use	Parking Spaces Required (minimum)
Group home	1 per 400 sf
Group residence, general (9-15), limited (0-8), children, elderly residential services	1 per 400 sf
Hotel, motel	1 per each 2 employees on the largest shift and 1 per each guest room or 2 guest beds
Sorority and fraternity housing	1 per guest room
<b>Commercial, Services and Mixed Use</b>	
Adaptive reuse of converted buildings	1 per 500 sf
Agricultural machinery and equipment sales area and service facility	1 per 500 sf (indoor sales/service area only)
Animal care services – Veterinary clinics, animal hospitals, boarding, grooming, sitting, and training, no outside kennel, no retail	1 per 1,500 sf
Antique shop	1 per 500 sf
Apparel and accessory stores	1 per 300 sf
Bail bonding	1 per 500 sf
Bait shop	1 per 500 sf
Bakery, without wholesale distribution facilities	1 per 300 sf
Bars, taverns and drinking establishments	1 per each employee and 1 per 2 seats
Financial institution (bank, credit union, or savings institution)	1 per 400 sf
Beer, wine, and liquor store	1 per 300 sf
Bicycle sales and service	1 per 500 sf
Boat/watercraft, marine supplies, and marine/boating equipment sales and service	1 per 1,000 sf (indoor sales/service areas only)
Book, magazine, or stationery store	1 per 300 sf
Building materials sales – Without lumberyard	1 per 300 sf
Building materials sales and storage	1 per 300 sf
Business service centers, including blueprinting, printing, photostatting and copying	1 per 300 sf



Use	Parking Spaces Required (minimum)
Cafeterias and snack bars to serve the employees of office building within which they are located	1 per 800 sf
Camera and film shop; photography studio; frame shop	1 per 300 sf
Candy or confectionary making, on premises and retail only	1 per 300 sf
Car wash, automobile laundries, or car care centers	1 per 1,500 sf
Catering establishments	1 per 300 sf
Commercial uses in multifamily developments (no direct entry from the use to the street)	1 per 300 sf
Commercial buildings not specifically listed	1 per 250 sf
Convenience stores, with gas sales	1 per 250 sf
Convenience stores, without gas sales	1 per 250 sf
Courier and messenger services	1 per 800 sf
Delicatessen	1 per 100 sf
Department stores	1 per 300 sf
Drive-in facilities (for retail, restaurant or financial institution)	Parking analysis
Elderly service center, nonresidential	1 per 500 sf
Entertainment establishments, such as lounges, nightclubs, private clubs, and music or dance establishments	1 per 200 sf
Executive suite space (nonretail, nonindustrial)	1 per 800 sf
Farm/landscape/garden supply sales	1 per 300 sf
Farm supplies – Wholesale trade	1 per 300 sf
Farmer's markets	Parking analysis required
Fertilizer sales and storage	1 per 300 sf
Flex space (office and warehouse building); may include call centers or mail order houses	1 per 800 sf
Florist or floral/gift shop	1 per 300 sf
Food service, accessory	1 per 300 sf
Gas station	1 per 1,000 sf
Grocery, meat, dairy product and bakery sales	1 per 300 sf

Use	Parking Spaces Required (minimum)
Gun shops and gunsmiths	1 per 300 sf
Hardware store	1 per 300 sf
Laundry, pick-up only and garment services	1 per 300 sf
Laundry, coin operated	1 per 300 sf
Leasing office for apartment complex	1 per 300 sf
Leasing, commercial and industrial machinery and equipment	1 per 500 sf (indoor sales area only)
Leasing/rental – Accessory use, recreational goods (furniture, party supplies, sporting goods)	1 per 300 sf
Leasing/rental of trucks, trailers, RVs, boats, motorcycle	1 per 500 sf (indoor sales area only)
Leasing/rental, car and passenger vehicle	1 per 500 sf (indoor sales area only)
Light manufacturing accessory to retail use	1 per 1,500 sf
Live-work units	1 per dwelling unit
Management/services	1 per 800 sf
Medical equipment sales, rental or leasing	1 per 500 sf
Mixed use, commercial (includes office units located over storefronts)	1 per 500 sf
Mixed use, vertical (includes residences located over storefronts)	1 per 500 sf
Monument dealers (tombstones and markers)	1 per 1,000 sf
Motor vehicle sales	2 per 1,000 sf of indoor sales area plus 1 per 4,500 sf of outdoor sales area
Motorcycles, ATVs, retail sales and repair	1 per 500 sf
Musical instrument and supplies stores	1 per 300 sf
Nonstore retail/commercial (mail order, catalog facility, electronic markets)	1 per 800 sf
Office supply and equipment store	1 per 300 sf
Offices for business, professional, industry and government	3.8 per 1,000 sf
Optical goods stores	1 per 300 sf
Outdoor display and storage	n/a

Use	Parking Spaces Required (minimum)
Packing, crating, and convention and trade show services	1 per 800 sf
Palmistry services, fortune tellers, astrologers	1 per 1,000 sf
Pawnshops and secondhand goods	1 per 300 sf
Payday loan business or title loan business (as defined in Section <a href="#">5.43.010</a> )	1 per 300 sf
Personal care service shops	1 per 300 sf
Pet care	1 per 1,500 sf
Pet store	1 per 1,500 sf
Pharmacy and drugstore	1 per 300 sf
Real estate, sales, rental and leasing	1 per 800 sf
Rental management/leasing facility (residential)	1 per 800 sf
Repair, restoration of vehicles, machinery and equipment	1 per 500 sf
Restaurant or snack bar, subordinate to an office or retail building with no direct outside entrance	1 per 3 seats
Restaurant service, carry out	1 per 3 seats
Restaurant, full service	1 per 3 seats
Retail sales, accessory	
Retail sales, generally (not otherwise listed)	1 per 300 sf
Sales and service, manufactured home, recreation vehicle, bus, truck, or similar large vehicles	1 per 500 sf
Sales, boats/marine, recreational vehicle, travel trailer, camper sales or leasing (including repair)	1 per 500 sf
Services to buildings and dwellings (extermination, janitorial, landscaping, carpet and upholstery cleaning, packing and crating, etc.)	1 per 800 sf
Snack or nonalcoholic bar	1 per 150 sf
Specialty food stores	1 per 300 sf
Sporting goods shop	1 per 300 sf
Tailor/shoe repair	1 per 1,000 sf
Tattoo parlor/tattoo studio and/or body piercing	1 per 500 sf
Temporary sales and events	1 per 300 sf

Use	Parking Spaces Required (minimum)
Travel agency	1 per 300 sf
Travel plaza/truck stop	1 per 300 sf
Upholstery and furniture refinishing	1 per 300 sf
Vehicle repair and restoration, not including automotive wrecking or long-term disabled vehicle outdoor storage	1 per 500 sf
Video/audio sales and/or rental	1 per 300 sf
Woodworking shops, cabinetmaking shops, or wood crafting services	1 per 1,500 sf
<b>Industrial Uses</b>	
Automobile storage or towing (excluding wrecked and junked vehicles)	1 per 1,500 sf
Bottling works	1 per 1,500 sf
Building contractor	1 per 1,500 sf
Carpentry, floor, and tile contractor	1 per 1,500 sf
Computer and electronic product manufacturing	1 per 1,500 sf
Crematories	1 per 1,500 sf
Explosives manufacturing/storage	1 per 1,500 sf
Extractive industries	1 per 1,500 sf
Food and beverage manufacturing	1 per 1,500 sf
Fuel oil distribution	1 per 1,500 sf
Industrial uses not specifically listed	2.5 per 1,000 sf (buildings < 25,000 sf); 2.5 per 1,000 sf devoted to office uses plus 1 per 1,000 sf of other floor area (buildings > 25,000 sf)
Jewelry and silverware manufacturing	1 per 1,500 sf
Junk yards, salvage yards, and auto and scrap processing	1 per 1,500 sf
Laboratories – Research and testing	1 per 1,500 sf
Laboratories – Medical and diagnostic	1 per 1,500 sf
Landfill, demolition	1 per 1,500 sf
Landfill, land clearing and inert debris	1 per 1,500 sf
Landfill, sanitary	1 per 1,500 sf

Use	Parking Spaces Required (minimum)
Laundry, cleaning and garment services	1 per 1,500 sf
Limited manufacturing of products sold on the premises (up to 5,000 sf or 25% of the floor area of a principal retail use, whichever is less)	1 per 1,500 sf
Manufacturing, excluding other uses listed in this table	1 per 1,500 sf
Meat packing and poultry processing	1 per 1,500 sf
Medical equipment and supplies manufacturing	1 per 1,500 sf
Milling or canning of agricultural products, feed and flour mills	1 per 1,500 sf
Motor vehicle manufacturing	1 per 1,500 sf
Motor vehicle painting and body shops, exclusive of sales	1 per 1,500 sf
Office supply, inks, etc., manufacturing (except paper)	1 per 1,500 sf
Oil and gas well drilling	Parking analysis required
Paper manufacturing	1 per 1,500 sf
Petroleum and coal products manufacturing	1 per 1,500 sf
Printing/publishing	1 per 1,500 sf
Process plants (chemicals, and metals, machinery, and electronics manufacturing)	1 per 1,500 sf
Quarrying and stone cutting establishment	1 per 1,500 sf
Recycling centers	1 per 1,500 sf
Rendering and meat byproduct processing	1 per 1,500 sf
Research and development offices	1 per 1,500 sf
Sign makers	1 per 1,500 sf
Textiles	1 per 1,500 sf
Welding, tinsmithing and machine shop	1 per 1,500 sf
Wood or wood products manufacturing	1 per 1,500 sf
<b>Warehousing and Storage Uses</b>	
Construction equipment storage	n/a
Express and shipment facilities	1 per 1,500 sf
Mini-storage warehouse	3 spaces
Natural gas distribution, flammable liquid, petroleum, bulk stations and terminals and above-ground storage	n/a

Use	Parking Spaces Required (minimum)
Outdoor storage of construction equipment, generally	n/a
Refrigerated warehouse or cold storage	1 per 1,500 sf
Solar energy facility	1 per 1,500 sf
Warehousing, storage, wholesale, and distribution facilities	Parking analysis required
Wind energy conversion systems (WECS)	n/a
<b>Arts, Recreation and Entertainment</b>	
Adult business establishments	1 per 200 sf
Amphitheater, outdoor stage, bandstand, or similar structure	n/a
Amusement parks	Parking analysis required
Amusement, indoor	1 per 300 sf
Aquarium or planetarium	1 per 400 sf
Art gallery	1 per 400 sf
Artist studio	1 per 800 sf
Club, membership	1 per 400 sf
Community center	1 per 400 sf
Conference center	1 per 150 sf
Fairgrounds	Parking analysis required
Golf courses and clubhouses	Parking analysis required
Golf driving ranges (see outdoor recreation)	1 per 1.5 tee boxes
Golf, miniature	Parking analysis required
Historical association or society	1 per 800 sf
Indoor athletic facility	1 per 650 sf
Indoor athletic facility located in an existing building	1 per 1,000 sf
Museum/art gallery/cultural facility	1 per 400 sf
Parks and open space	n/a
Recreational vehicle parks/campgrounds	1 per 4 recreational vehicle or camping spaces
Skating rink – Ice or roller skating	1 per 500 sf
Sports stadiums and arenas	Parking analysis required

Use	Parking Spaces Required (minimum)
Temporary carnivals, rides, ferris wheels	Parking analysis required
Theater, drive-in	n/a
Theater, movie	1 per 4 seats
Theaters, performing arts	1 per 4 seats
Youth retreat	n/a
<b>Education, Public Administration, Health Care, and Institutional</b>	
Cemetery	n/a
Civic assemblies, including churches/religious assemblies, clubs, lodges, meeting halls, recreation buildings, and community centers	1 per 4 seats or building capacity calculated by building standards
Community food and personal support services, nonresidential	1 per 800 sf
Community services, counseling and intervention	1 per 800 sf
Correctional institution facility	1 per 800 sf
Correctional office, parole/probation	1 per 800 sf
Cultural facilities	1 per 400 sf
Day care	1 per 800 sf
Day care facility (accessory to institution or business)	1 per 800 sf
Day care facility, accessory to dwelling	n/a
Funeral home or mortuary	1 per each 2 employees on the largest shift and 1 space per 4 seats
Government – Post office and postal substations	1 per 400 sf
Government – Public safety services	1 per 800 sf
Government facilities, other than offices	1 per 800 sf
Hospital	1 per 4 beds and 1 per each staff member (including visiting doctors)
Library	1 per 1,000 sf
Medical office or clinic	1 per 500 sf
Postal service receptacle pods designated on a plat or approved site plan	n/a

Use	Parking Spaces Required (minimum)
Schools, academic, continuance, alternative, adult, and technical, trade, and other specialty schools	1 per 500 sf
Schools, colleges and universities	1 per each staff member and 1 per 2 students
Schools, elementary or secondary	1 per 1,000 sf
Elementary and secondary schools	1 per each staff member
High schools	1 per each staff member and 1 per 4 students
Schools, nursery and preschool	1 per 500 sf
Social services	1 per 800 sf
Transportation, Communication, Information, and Utilities	
Airport landing strip (field or strip only)	1 per 800 sf
Airport terminal	n/a
Bus, taxi, train or light rail depots, stations or dispatch facilities	n/a
Bus/truck maintenance, including repair and storage	1 per 1,500 sf
Freight terminals and truck terminals	1 per 1,500 sf
Heliport	1 per 1,500 sf
Parking lots, surface, accessory to principal use	n/a
Parking lots, surface, as principal use	n/a
Parking lots, pervious surface, as principal use	n/a
Parking lots, underground or structure, accessory to principal use	n/a
Parking lots, underground or structure, as principal use	n/a
Public transportation facility	n/a
Railroad facilities	1 per 1,500 sf
Stormwater management/flood control facilities	n/a
Utility Uses and Structures	
Commercial incinerator	n/a
Cable networks and distribution	1 per 800 sf
Commercial radio, television, broadcasting and/or receiving towers	n/a



Use	Parking Spaces Required (minimum)
Communication or telecommunication equipment attached to a building	n/a
Communication towers	n/a
Communication towers – Architecturally integrated	n/a
Environmental monitoring stations	n/a
Gas or electric generation distribution facilities, compressor stations, or substations	n/a
Hazardous waste storage or treatment facility	1 per 1,500 sf
Power generation plants	Parking analysis required
Public utility storage and service yards	n/a
Radio and television broadcasting or recording studio	1 per 800 sf
Solid waste collection centers, solid waste transfer stations, recyclable materials, yard waste and similar items	n/a
Solid waste landfill	n/a
Utility facilities, principal use	n/a
Utility facilities, accessory to permitted use	n/a
Water supply facilities including pump stations, dams, levees, culverts, water tanks, wells, treatment plants, reservoirs, and other irrigation facilities	n/a
<b>Agriculture</b>	
Agriculture (including raising of crops and pasturing livestock)	n/a
Animal production and support services	n/a
Concentrated animal feeding operations (CAFOs)	n/a
Farm product raw materials – Wholesale trade	n/a
Forestry, commercial	n/a
Noncommercial forestry or raising of vegetation/community garden	n/a
Grain or agricultural storage facility	n/a
Greenhouse or nursery	1 per 300 sf
Greenhouse, accessory to florist shop	n/a
Hatcheries and poultry houses	n/a
Livestock sales, and markets	n/a
Riding academies and/or stables (commercial)	1 per 1,500 sf

Use	Parking Spaces Required (minimum)
Stable, accessory to dwelling	n/a
Support functions for agriculture	n/a
Miscellaneous	
Accessory uses	n/a
Signs	n/a
Telecommunication tower facilities, antennae locations, repeater stations, and distribution centers	n/a

#### L. Off-Street Loading Schedule

- For purposes of this section there ~~shall will be considered to~~ be two (2) sizes of off-street loading spaces. Each large space ~~shall~~ must have an overhead clearance of at least fifteen (15) feet, ~~shall~~ be at least twelve (12) feet wide and ~~shall~~ be at least fifty (50) feet long, exclusive of access or maneuvering area, platform and other appurtenances. Each small space ~~shall~~ must have an overhead clearance of at least twelve (12) feet, ~~shall~~ be at least twelve (12) feet wide and ~~shall~~ be at least thirty (30) feet long, exclusive of access or maneuvering area, platform and other appurtenances.
- Off-street loading facilities ~~shall~~ must be located on the same building site on which the structure for which they are provided is located. Access, maneuvering area, ramps and other appurtenances ~~shall~~ must be furnished off the street right-of-way and so arranged that vehicles are not permitted to back from the property into the street. The number of required loading spaces which are adequate to serve the uses or categories of uses proposed ~~shall~~ must be in accordance with Table 18.30.160-3.
- Off-street loading facilities ~~shall~~ must be constructed, maintained and operated in accordance with City standards and ~~shall~~ must be surfaced with concrete, asphaltic concrete or asphalt maintained in good condition, free of weeds, dust, trash and debris.
- Where access and drives to off-street loading facilities occur in conjunction with off-street parking facilities that provide parking at street level for more than six hundred (600) cars, provisions ~~shall~~ must be made to maintain separate circulation routes within such facilities.
- Any off-street loading facility ~~shall~~ will not be used to satisfy the space requirements for any off-street parking facilities or portions thereof.

6. For the purpose of determining the amount of off-street loading, or if the number of berths to be provided by such use is not readily determinable, the number of loading areas ~~shall~~ will be fixed by the Planning Commission.

7. When off-street loading facilities are gated, fenced or secured by any other means, staging or parking for tractor trailers, trucks, or other such delivery vehicles must be accommodated within a designated parking area on-site. Staging of vehicles on public right-of-way is prohibited.

Table 18.30.160-3. Loading Spaces Required

Loading Category	Gross Floor Area in Square Feet	Required Number
<b>Institutional Uses</b>		
Schools	10,000 to 100,000	1
Health/Medical, Recreational, Civic, Social, Religious	For each additional 200,000 or fraction thereof	1 – Additional
<b>Business Uses</b>		
Retail	5,000 to 25,000	1
	25,001 to 200,000	2
	For each additional 200,000	1 – Additional
Retail Services	5,000 to 10,000	1
	10,001 to 100,000	2
	For each additional 100,000 or fraction thereof	1 – Additional
Service/ Trade	10,000 to 200,000	1
	For each additional 200,000 or fraction thereof	1
Service/Miscellaneous	5,000 to 25,000	1

Loading Category	Gross Floor Area in Square Feet	Required Number
	25,001 to 200,000	2
	200,001 to 400,000	3
	For each additional 100,000 over 400,000 or fraction thereof	1
<b>Industrial Uses</b>		
	5,000 to 10,000	1
	10,001 to 40,000	2
	40,001 to 100,000	3
	For each additional 100,000 or fraction thereof.	1 – Additional

#### M. Drive-in and Drive-through Stacking Distance Requirements

See Chapter [18.50](#) (drive-up/drive-through).

#### N. Parking Lot Permit

1. No person ~~shall~~ will initiate construction of a new parking lot or expansion of an existing parking lot without first obtaining a permit from the Public Works Department and reviewed by the Planning Division.
2. A parking lot permit is not required for the resurfacing or re-striping (painting) of an existing parking lot consistent with the current striping.
3. Application for a parking lot permit ~~shall~~ must be made on a form provided by the Public Works Department and ~~shall~~ will be accompanied by a site plan depicting:
  - a. The parking lot layout, including proposed striping;
  - b. Number and location of parking spaces, including handicapped spaces;
  - c. Structures on the same property;

- d. Structures and parking areas on adjacent property;
- e. Ingress and egress for the property;
- f. Existing and proposed landscaping;
- g. Grading, drainage and erosion and sedimentation control;
- h. Parking lot lighting; and
- i. All other information required by the Public Works Department and/or Development Services Department."

**SECTION SEVEN:** Section 18.30.240 of the Olathe Municipal Code (Unified Development Ordinance) is hereby amended to read as follows:

"18.30.240 Tree Preservation

*Purpose: these regulations recognize the need to alter the landscape during site development activities, while setting out standards necessary to ensure tree preservation and protection of environmentally sensitive areas to the greatest extent possible. (Ord. 09-22 § 14, 2009) This section balances the City's tree preservation goals with market and permit streamlining objectives by giving applicants to option to survey individual trees to protect tree stands, and to provide off-site mitigation in lieu of preserving trees onsite.*

A. Applicability

- 1. This section applies to applications for subdivision plat or site development plan approval.
- 2. This subsection does not apply to the "D" (Downtown), "N" (Neighborhood), "TOD" (Transit-Oriented Development), or "PR" (Planned Redevelopment) zoning districts.

B. Minimum Requirements

1. Protected Tree Designations

This subsection designates the types of trees that are subject to protection under this section, and establishes a threshold trunk size, measured in diameter at breast height (DBH), for various tree species.

- a. A significant tree means a tree of eight (8) inches or greater, as measured four and one-half (4½) feet above the ground, for all tree species except for non-native invasive species.
- b. The applicant may omit trees that are not considered significant from the tree survey.

## 2. Tree Designation Alternative

- a. The table below establishes the minimum percentage of all diameter inches or percent tree canopy of significant trees that must be preserved or mitigated. For single-family dwellings, developers and builders may elect to preserve trees at the platting or building permit stage. If a developer or builder elects to preserve at the platting stage, this method must be used throughout completion of the project.

Table 18.30.240-3.

	Single-Family Dwellings	Multi-family and Nonresidential Uses
Significant Trees	25% within each platted lot, excluding street right-of-way and easements.	30% within the entire site excluding the street rights-of-way and easements.
100-year floodplain	50% of all the trees within the floodplain. This applies toward preservation requirements on the remainder of the lot.	50% of the trees within the floodplain. This applies toward preservation requirements on the remainder of the site.
Mitigation Maximum	Up to 90% of significant may be mitigated rather than preserved.	Up to 90% of significant trees may be mitigated rather than preserved.

- b. Calculation of Preservation Ratios

All percentages relating to preservation stated within this section are based on the tree survey. Any subsequent redevelopment of property must minimally preserve the applicable percentage of the total diameter inches of protected trees as indicated by the tree survey.

## 3. Tree Stand Delineation Alternative

- a. Standards

As an alternative to a tree survey, a tree stand delineation may be used to meet the preservation requirements (see submittal requirements section [18.94](#) ~~18.90~~). In order to use this provision, the site must have area(s) of tree canopy that meet the woodlands criteria as set forth in below and must contain existing native understory vegetation.

## b. Woodlands

A "woodland" is an area of contiguous wooded vegetation where trees are at a density of at least one (1) significant tree per 500 square feet of land and where the branches and leaves form a continuous canopy. A woodland ~~shall~~ must include areas with a continuous canopy of trees over an area of at least twenty thousand (20,000) square feet and with any dimension being at least 35 feet. A woodland may be delineated through an aerial photograph or a ground survey. A woodland ~~shall~~ must include both understory and protected trees.

## c. Delineation

A tree stand delineation ~~shall~~ must meet the following standards:

- (1) A tree preservation plan submitted at the master development plan stage must preserve a minimum of 20 percent of contiguous tree canopy with the understory.
- (2) Tree save areas must be designated as such when the area is platted or in a preliminary site development plan.
- (3) Tree canopy area(s) to be preserved as tree save area(s) must include environmentally sensitive areas that are present on site; including steep slopes, drainage areas, riparian buffers, or corridors along arterial and collector streets.

## C. Tree Survey and Photogrammetric Documentation

1. An applicant who selects the Tree Designation Alternative ~~shall~~ must submit a tree survey and photogrammetric documentation indicating the size and common name of trees within the application area. The survey ~~shall~~ must identify by common name and indicate by caliper size each Significant Tree.
2. The tree survey ~~shall~~ must be prepared on a topographic survey of the site to establish the tree elevation at the trunk and the drip line for individual trees and at the edge of the drip line for wooded areas. (Ord. 09-22 § 14, 2009)

## D. Permitting Requirements

1. The developer ~~shall~~ must prepare and present a tree preservation conservation plan and statement of intent at the time of a pre-application meeting or submittal of this information with application for a plat, rezoning or final site development plan.

2. The conservation plan ~~shall~~ must:

- a. identify the general location and massing of wooded areas, areas with dense shrubbery, and isolated individual mature hardwood trees,
- b. designate which areas or trees are to be preserved and which are to be removed;
- c. identify the location of all site improvements, buildings, general utility locations, and preliminary site grading,
- d. indicate which trees and wooded areas are to be protected and the measures proposed to protect them during the construction phase. (*Ord. 09-22 § 14, 2009*)

E. Protection of Existing Trees

1. Existing trees and their root zones that are to be saved ~~shall~~ must be protected from all construction activities, including earthwork operations, movement and storage of equipment and vehicles and placement of construction materials and debris. No structure ~~shall~~ will encroach within/over a tree preservation easement.
2. Erosion protection measures may be required to prevent siltation of the tree preservation areas during construction.
3. Every effort ~~shall~~ must be made to locate utility easements away from tree preservation areas. However, utility easements may be located adjacent to tree preservation areas as long as adequate clearance and protection is provided for the tree preservation area during the installation of the utilities adjacent to the tree preservation easement. When utilities or infrastructure systems must cross tree preservation areas, every effort ~~shall~~ must be made to minimize tree removal in such areas. If the removal of trees within these areas is determined to be excessive, the Planning Official may require the developer to replace the trees or pay into a Tree Preservation Escrow. (*Ord. 09-22 § 14, 2009*)
4. To ensure protection of tree preservation areas, protection zones ~~shall~~ must be delineated on plats, rezoning and final site development plans. During the construction process, the protection zones ~~shall~~ must be identified on the property using standard orange barricade fencing or comparable fencing material. The fencing ~~shall~~ must be four (4) feet in height and supported by metal channel posts spaced at a minimum of ten (10) feet on center. The fencing ~~shall~~ must be placed around all trees or wooded areas to be protected and ~~shall~~ remain erect and secure throughout all construction phases. (*Ord. 09-22 § 14, 2009*)



5. A tree preservation plan and statement of intent is required prior to removal of 20% of existing woodland area or more when not associated with a pending development case. This requirement pertains to all properties zoned residential or used as a residence in excess of 10 acres and all other properties in excess of five (5) acres in size.

#### F. Exceptions

A credit may be granted for all existing hardwood and evergreen trees indicated to be preserved. Trees that measure from two and one-half (2½) to eight (8) inches in caliper, as measured four and one-half (4½) feet above ground level, may be credited on a one tree for one tree basis. Trees that measure greater than eight (8) inches in caliper may be credited on a two tree for one tree basis. Credited trees may only be located in that portion of the development project where new tree plantings are otherwise required, or in a Type "N" buffer as designated in Section [18.30.130](#). Tree credits ~~shall~~ will not be granted if one of the following conditions exists:

1. Trees posing imminent danger to the public health, welfare or safety of the residents of the City of Olathe. In those instances, the Planning Official may give verbal authorization to remove the trees. (*Ord. 09-22 § 14, 2009*)
2. Trees that are diseased injured, in danger of falling, or too close to existing or proposed structures.
3. Trees interfering with existing utility service, or creating unsafe vision clearance.

#### G. Mitigation

1. Any tree or trees removed from within an approved tree preservation area ~~shall~~ must be replaced with similar species or other hardwood species.
2. Replacement trees ~~shall~~ must meet the minimum requirements for trees as defined in Section in subsection [B](#) above at the rate of one (1) inch caliper of replacement tree for every one (1) inch caliper of tree removed.
3. In lieu of protecting trees on-site, the applicant may provide a cash escrow equivalent to one and one-half (1½) times the monetary value of the tree or topsoil removed or destroyed up to a maximum of ten thousand dollars (\$10,000) per occurrence. Monetary value is to be determined by referring to current tables and formulas produced by the Council of Tree and Landscape Appraisers. The developer or owner ~~shall~~ will incur the cost for the appraisal to be completed by a certified arborist using the International Society of Arboriculture Manual of Plant Appraisal.

The Tree Preservation Escrow Account ~~shall~~ must be used to install new trees on City-owned and publicly accessible property or rights-of-way. (Ord. 09-22 § 14, 2009)

H. Removal of Trees Within Existing Tree Preservation Areas:

Property owners may not remove trees meeting the minimum requirements for tree preservation unless mitigation is provided (see subsection [G](#), above)."

**SECTION EIGHT:** Section 18.50.180 of the Olathe Municipal Code (Unified Development Ordinance) is hereby amended to read as follows:

"18.50.180 Satellite Dish Antennas

A. Applicability

This section applies to any satellite dish antenna, defined as a device incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, cone, horn, or cornucopia. The device is used to transmit and/or receive radio or electromagnetic waves between terrestrial and/or orbital based uses. This definition includes but is not limited to, what are commonly referred to as satellite earth stations, TVROs (television reception only satellite dish antennas), and microwave antennas.

B. Ground-mounted

1. In residential districts, ground-mounted satellite dish antennas are subject to the following performance standards:

- a. The maximum height ~~shall~~ will not exceed thirty (30) feet from the established grade where it is mounted.
- b. The antenna ~~shall~~ must be located within the rear yard and set back a minimum of ten (10) feet from all property lines.
- c. All cables and lines serving the antenna ~~shall~~ must be located underground.

2. In commercial and industrial districts, ground-mounted satellite dish antennas are subject to the following performance standards:

- a. The maximum height is fifteen (15) feet from the grade where it is mounted.

- b. The antenna ~~shall~~ will not be located within a required yard setback.
- c. No antenna ~~shall~~ will be placed in the front yard.

C. Wall and Roof-mounted

1. In residential districts, the maximum height (measured from the highest point) of any wall or roof-mounted satellite dish antenna ~~shall~~ must not extend more than five (5) feet above the peak of the roof surface. The antenna ~~shall~~ will not be located on the front side of the house or roof.
2. In commercial and industrial districts, wall or roof-mounted satellite dish antenna are subject to the following performance standards:
  - a. The maximum height (measured from the highest point) is fifteen (15) feet above the roofline.
  - b. The antenna ~~shall~~ must be screened in accordance with Section ~~18.30.130.H.4~~ 18.30.130.I."

**SECTION NINE:** Section 18.50.190 of the Olathe Municipal Code (Unified Development Ordinance) is hereby amended to read as follows:

"18.50.190 Signs\*

\* Signs are also governed by OMC Chapter 12.10

*Purpose and Findings: This section regulates and controls all exterior signs placed for observation in order to preserve, protect and promote the public health, safety, and general welfare of the residents of the City of Olathe. This section:*

- *Encourages the reasonable, orderly and effective display of signs;*
- *Enhances the physical appearance of the City;*
- *Reduces visual clutter;*
- *Prevents blighting influences;*
- *Protects property values;*

- *Provides minimum standards to safeguard life, health, and property by regulating and controlling the size, height, design, quality of materials, construction, location, electrification and maintenance of all signs and sign structures; and*
- *Authorizes the use of signs that are compatible with their surroundings.*

#### A. Applicability and Definitions

This section applies to signs. Signs, sign types, and other terms and phrases used in this section are defined as follows:

**"A" Frame Sign** A freestanding sign which is ordinarily in the shape of an "A" or some variation thereof, which is readily moveable, and is not permanently attached to the ground or any structure. Nondurable materials, glass, paper, laminated paper, vinyl, plastic, PVC pipe frames, or illumination are prohibited materials for the construction of an "A" frame sign.

**Abandoned Sign** A sign which no longer advertises or identifies a business, lessor, owner, product, activity, message or location.

**Attention-Attracting Device** Any device intended to attract the attention of the public to an establishment, location, product or service, except signs as permitted by this section.

**Awning Sign (Nonilluminated.)** A sign which is mounted, painted or printed on, or attached to an awning, or canopy. ~~Awnings shall be made of canvas, glass, or metal and open ended; barrel-type awnings and standard residential type aluminum awnings are not permitted.~~

**Billboard** A freestanding outdoor advertising structure, on or off site, which advertises a product or service, or relays a message to the public, with a per face area greater than two hundred (200) square feet.

**Building Canopy** A roof-like structure attached to a building covering the entrance, exit, walkway or loading dock, not including the building roof line extension. For the purposes of this ordinance, when the pitch of a building canopy is 1:4 or less (twenty-five [25] degrees or less from vertical), the face of the canopy is considered part of the wall.

**Canopy** See "Building Canopy" and "Freestanding Canopy."

**Changeable Copy Sign** A permanent sign with a manually changeable face or message. This includes letters that can manually be replaced to change the message of the sign. It does not include electronic message boards or directly illuminated signs of any kind.

**Community Information Sign** A sign, located within a master planned community, that serves to direct people to a residential subdivision, public building, or community facility such as, but not limited to, a recreational area, nature trail, golf course, lake marina, information area, etc.

**Complex** A group of freestanding buildings, or buildings constructed in such a way as to give an appearance of being interrelated because of architectural similarity and/or interconnected drives and parking areas; or a building divided into two (2) or more separate offices, businesses or apartments; provided, that the building is not part of a large complex. A complex is limited to apartment, office or business complexes, shopping centers and/or industrial parks.

**Copy Area** (See Sign Face.)

**Directly Illuminated Sign** A sign where the source of illumination is located on the sign face. The source of illumination may include, but not be limited to neon tubes, incandescent bulbs, and fluorescent tubes.

**Electronic Message Board** A sign which displays information through a digital display. Typically, electronic message boards use a bank of lights that can be individually lit to form copy such as words, letters, logos, figures, symbols, illustrations, or patterns to form a message that may change or move without altering the sign face. This includes video screens, LED (light emitting diode boards), or similar technology.

**Erected** This term means attached, altered, built, constructed, reconstructed, and ~~shall~~ must include the painting of wall signs, but does not include copy changes on any legal conforming sign.

**Freestanding Canopy** A self-supported, detached roof-like structure ~~normally~~ covering such areas as gas islands pumps and drive-through service areas.

**Governmental Sign** A sign for the control of traffic and other regulatory purposes, street signs, construction signs, danger signs, railroad crossing signs, and signs of public service companies

indicating danger and aids to service or safety which are erected by or on the order of any public official in the performance of his/her public duty.

Indirectly Illuminated Sign A sign which is illuminated by a shielded light source.

Internally Illuminated Sign A sign illuminated by an internal light source diffused through a translucent material.

Marquee A permanent roof-like structure or canopy of rigid materials supported by and extending from the façade of a building frequently used to display signage.

Master Planned Community A mixed-use development consisting of six hundred forty (640) or more contiguous acres under one (1) ownership, for which a comprehensive master plan has been approved by the City Planning Commission.

Menu Board, Freestanding A permanent, nonportable sign that faces and is adjacent to a drive-through lane. Preview boards are freestanding.

Menu Board, Wall A sign that is located in a permanently mounted display box on the surface of the building. This type of sign customarily incorporates a menu containing a list of products and prices offered by a restaurant. Menu boards do not include preview boards.

Monument Sign A freestanding sign having a solid appearance and a low profile, normally consisting of a face and base. The sign may be constructed with stone, concrete, metal, routed wood planks or beams, brick or other materials consistent with the building the sign is representing.

Off-Site Sign A sign that pertains or directs attention to a business, product, service, activity, person, organization, institution, event, place, object, or location not located, manufactured, conducted, sold, or offered on the premises on which the sign is located.

Parapet or Parapet Wall That portion of a building wall that rises above the roofline.

Permanent Sign Any wall, monument, or other sign that is fixed, lasting, stable, enduring, not subject to change, and intended to remain for an indefinite period of time.

**Person** An individual, corporation, association, firm or partnership.

**Portable Sign** A sign which is not permanently affixed to the ground, building or other structure, which may be mounted on wheels, worn or carried by an individual, and can easily be transported from place to place, but does not include permitted temporary signs.

**Preview Board** A permanent, nonportable sign used in conjunction with a menu board that faces and is adjacent to a drive-through lane. Preview boards are freestanding, and are not attached to menu boards. Electronic preview boards with programmable messages are not permitted.

**Projecting Sign** A sign extending from the face of the building to which it is attached, not including wall signs. Also known as blade signs.

**Public Notices and Signs** Official notices or signs for a public purpose as required by any law, statute or ordinance or as permitted by the Governing Body, and includes signs of public service companies indicating danger and aids to service or safety.

**Real Estate Sign** An on-site or off-site sign which advertises the sale, rental or lease of property, or special program signs, such as open house, energy conservation, warranty, builder, etc.

**Roof** The primary cover of a building used to shed weather, including all supporting materials.

**Roof Sign** A sign erected, constructed or maintained partially or wholly upon or over the roof of a building.

**Sign** Any identification, description, illustration, message, symbol, logo or device which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanent or temporary display of merchandise, emblems, corporate flags, pennants or placards, designed to advertise, identify, or convey information, including all supporting structures.

**Sign Alteration** The replacement, enlargement, rewording, reduction, reshaping, or repainting using different colors, of a sign to serve an establishment or business.

Sign Area See "Sign Face."

Sign Base That portion of a sign attached to the ground and supports the sign face or sign copy area, but excluding the sign footing.

Sign Face That area used to measure the sign area (see subsection [C.6](#), below). See subsection [D](#), below, for sign face rules for monument signs and wall signs.

Sign Maintenance See Subsection [E.1](#), below.

Sign Structure The base, supports, uprights, braces, framework and face of a sign.

Snipe Sign A sign constructed of any kind of material that is attached to a utility pole, tree, fence or similar object located or situated on public or private property.

Subdivision Entry Marker A monument sign located at the entry of a platted subdivision.

Temporary Sign A sign constructed of cloth, canvas, cardboard, plywood or other similar material, which is readily moveable and not permanently attached to the ground or any structure thereof, that does not constitute a structure, and which is intended to be displayed for a short period of time. Examples include garage sale signs, grand opening signs, and election signs.

Traffic Control Sign A sign for the control of traffic and other regulatory purposes, street signs, construction signs, danger signs, railroad crossing signs, erected by or on the order of any public officer in the performance of his/her public duty, as well as signs erected on private property designed to facilitate traffic safety or traffic circulation on the site.

Under Canopy Sign A sign that is placed under the canopy at right angles to the wall of the building. Its sole purpose is for communicating to pedestrian traffic the name of the tenant.

V-Shaped Sign The two (2) permitted faces of a standard double-faced yard or monument sign placed in a v-shaped configuration where the two (2) faces or their supporting structures are connected at the point of the "V." The angle between the two (2) faces ~~shall~~ [will](#) not exceed sixty (60) degrees.



**Vehicular Sign** Any name, insignia, logo, or sign displayed, mounted, painted or otherwise placed on a trailer, truck, automobile, or other vehicle that is parked, placed, or stored so that the vehicular sign is visible from a public street or right-of way, or that is parked, placed, or stored for the purpose of displaying advertising signage.

**Wall** A vertical structure which is solid and encloses a building, and supports the roof.

**Wall Sign** A sign that is parallel to, and attached to, the surface of a wall, including illuminated awning signs. If a sign is placed on a canopy that has a roof slope of 1:4 or less (twenty-five [25] degrees or less from vertical), the face of the sign may be perpendicular to the ground.

**Window Sign** A sign that is placed on or behind a windowpane and intended to be viewed from outside the building. Window signs ~~shall~~ must be painted, posted, or etched on an interior translucent or transparent surface, including windows or doors. This sign may contain text, graphic logos, or images combined with color.

**Yard Sign** A sign supported by one or more uprights, posts, or bases placed upon or affixed in the ground and not attached to any part of a building.

## B. Administration

### 1. Sign Permit

#### a. Applicability

It is unlawful for any person to erect, or alter any sign as defined in this ordinance without first obtaining a sign permit. This does not require a permit for sign maintenance, altering permitted changeable copy, or signs exempted from a permit as described elsewhere in this section.

#### b. Initiation

Sign permit applications ~~shall~~ must be accompanied by one (1) set of plans drawn to scale indicating the sign size, location, method of illumination, colors, materials of the sign and structure, method of attachment, and any permit fees. In addition, the applicant ~~shall~~ must submit other information relating to the placement, construction, and design, as needed to demonstrate compliance with this section.

c. Decision

The Building Official ~~shall~~ will approve or deny the sign permit application no later than thirty (30) days following the date of its submission. If the Building Official fails to timely act on the application, the sign permit is deemed approved unless the applicant submits a request for continuance.

d. Issuance

The Building Official ~~shall~~ will issue a permit for the erection, alteration, or relocation of a sign within the City when an application has been properly made and the sign complies with all appropriate laws and ordinances.

e. Revocation and Denial

The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this section whenever the permit is issued on the basis of a misstatement of material fact or fraud. When a sign permit is denied by the Building Official, a written notice of the denial ~~shall~~ will be given to the applicant, together with a brief written statement of the reasons for the denial.

f. Sign Permit Appeal

An appeal of denial may be made to the Board of Zoning Appeals upon denial of a sign permit. The appeal ~~shall~~ must be filed within thirty (30) days of the denial of the sign permit. The Board of Zoning Appeals ~~shall~~ must make a final decision not later than forty-five (45) days after the appeal has been filed unless a request for continuance is submitted by City staff or applicant.

g. Scope of Approval

A sign permit does not authorize the maintenance of an unlawful sign, and does not constitute a defense in an action to abate an unlawful sign.

2. Removal of Sign

a. If the Planning Official determines that any sign or other advertising structure regulated by this section, located on private property, is unsafe, or has been constructed, erected or is being maintained in violation of the provisions of this ordinance, the Planning Official ~~shall~~ will notify the sign owner in writing. The owner ~~shall~~ must immediately remove or repair the

sign to bring it into compliance and/or make it safe. If the owner fails to remove or repair the sign so as to comply within five (5) days after the notice, the Planning Official may cause the sign to be removed or repaired to make it safe, at the expense of the permittee or owner.

b. The City Clerk ~~shall~~ will mail a statement of the costs for removal or repair of the unsafe or unlawful sign to either the last known address of the owner of record of the property, the person in charge of such property, or the sign permittee. If the costs are not paid within ten (10) days from the time of mailing of the notice, the Governing Body may proceed to pass an ordinance levying a special assessment for the cost against the subject lot or parcel of land. The City Clerk ~~shall~~ must certify the assessment to the County Clerk for collection and payment to the City in the same manner as other assessments and taxes are collected and paid to the City.

If the Planning Official determines that any sign, advertising structure, or attention-attracting device has been located on public property, including right-of-way, the Planning Official may remove the sign, structure, or device without notice to its owner or erector. These items ~~shall~~ must be disposed of immediately by the City of Olathe.

### 3. Access and Right of Entry

a. The Planning Official may inspect any sign to determine whether it complies with this section. Inspections ~~shall~~ will be done at a reasonable time.

b. If the building, premises or establishment to be inspected is occupied, the Planning Official ~~shall~~ must first present proper credentials and demand entry. If the building or premises is unoccupied, he/she ~~shall~~ must first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and demand entry. If entry is refused, the Planning Official ~~shall~~ must have recourse as provided by law to secure entry.

c. If, after demand, entry or access is refused, the Planning Official may acquire such access by application to a court of competent jurisdiction; provided, however, that the agency complies with the provisions of Section 15 of the Kansas Bill of Rights and the Fourth Amendment to the United States Constitution relating to unreasonable searches and seizures.

## C. General Standards

### 1. Routine Maintenance:

All signs ~~shall~~ must be of sound structural quality, be maintained in good repair, and have a clean and neat appearance. The land adjacent ~~shall~~ must be kept free from weeds and trash. If signs are not being maintained as described, said sign may be ordered to be removed.

### 2. Minimum Setback

All signs ~~shall~~ must maintain a minimum setback of ten (10) feet from all property lines and set outside of the site distance triangle except as provided in this section.

### 3. Placement on Easement or Right-of-Way

No private sign ~~shall~~ will be placed on a public easement, unless, in the opinion of the City Engineer, the placement will not interfere with the intended use of the easement. No private sign ~~shall~~ will be placed on a public right-of-way.

### 4. Illuminated Signs

Illuminated signs ~~shall~~ must be internally or indirectly illuminated. Neon tubes, incandescent bulbs, fluorescent tubes, and other sources of direct illumination that are exposed to the human eye are not permitted. Indirect illumination ~~shall~~ must be directed away from pedestrian walkways, and ~~shall~~ not shine into adjacent property or cause glare for motorists and pedestrians.

### 5. Compliance with Building Code

All signs ~~shall~~ must comply with the Building Code relating to design, structural members and connections. Signs ~~shall~~ must also comply with the provisions of the National Electrical Code and the additional construction standards set forth in this section.

### 6. Measurements of Signs

- a. In determining the area of a sign, the entire sign face is included.

- (1) The sign face includes the advertising surface and any framing, trim, molding, cabinet, panel or any visually or architecturally distinct area enclosing the copy, logo and any other graphic component of the sign.

(2) Where individual letters or graphics are used, and no distinct enclosed area is present, the sign face is the rectangle, box, circle or other regular geometric shape, or combinations thereof, enclosing the letters, logo or other graphic elements.

(3) For a V-shaped sign, the sign face is the area within a line including all outer extremities, framework, or background of the cabinet or structure on which the letters, text, or symbols are mounted, but not including the sign base. For the determination of sign area square footage, the two (2) faces of the "V" configuration ~~shall~~ must be considered together for an overall square footage.

b. If the sign structure or supports become part of the sign due to the design of the structure or supports in relation to the sign, the structure or supports are included in the determination of copy area.

c. If a sign is composed of letters only, with no connection by the advertising structure between the letters, the copy area ~~shall~~ must be determined by measuring the distance from the outside edges of the outside letters and from the top of the largest letter to the bottom of the lowest letter. If one (1) letter is unequally large or small in comparison to the other letters composing the sign, the unequal letter ~~shall~~ must be squared off, the remaining letters ~~shall~~ must be measured from the outside edges, and the two (2) added for a total copy area determination.

d. Unless determined by the zoning district regulations, the allowable copy area of a sign ~~shall~~ will be based on one (1) side of the sign. Double-faced copy area is allowed if both sides of the sign are parallel to one another and comply with the applicable area requirements of this section, or the sign is a V-shaped sign.

#### D. Standards by Sign Type

##### 1. Monument Signs

a. For a monument sign, the sign face is the area within a line including all outer extremities, framework, or background of the cabinet or structure on which the letters, text, or symbols are mounted, but not including the sign base.

b. Monument signs must be built on a solid base.

c. Monument signs may be single or double faced.

- d. Monument signs may be nonilluminated, indirectly illuminated or internally illuminated.
- e. The sign face and base ~~shall~~ must not exceed six (6) feet in overall height above the natural or average grade.
- f. The actual sign face ~~shall~~ must not exceed twenty-five (25) square feet in area per face if set back the minimum of ten (10) feet from a property line. For each additional five (5) feet of setback, the overall sign height may be increased two (2) feet and the sign face may be increased ten (10) square feet to a maximum of fifteen (15) feet in overall sign height and sixty-five (65) square feet per sign face.
- g. When a single business or complex is located on a site more than five (5) acres, one (1) of the two (2) monument signs permitted in the commercial and industrial districts may be increased to a maximum height of fifteen (15) feet and a maximum face area size of sixty-five (65) square feet, and ~~shall~~ must be set back at least fifteen (15) feet from all property lines and outside of sight distance triangles and easements.
- h. The sign base area ~~shall~~ must not exceed the actual sign face area by more than ten (10) percent. The sign face ~~shall~~ must not exceed the width of the base by more than twenty-five (25) percent.
- i. Landscaping, such as flower beds, shrubs and bushes, ~~shall~~ must be provided in an area of at least two and one-half (2½) feet around the base of the sign. The applicant ~~shall~~ must designate the area and type of plantings in the sign permit application.

## 2. Wall Signs

- a. For a wall sign, the sign face is the area within a line including the outer extremities of all individual mounted letters, text, or symbols attached to a wall or retaining wall. For any sign located on a wall or retaining wall that has a cabinet or background attached to the wall, then the sign face includes all outer extremities, framework or background of the cabinet or structure.
- b. Wall signs may be nonilluminated, internally illuminated or indirectly illuminated.
- c. When a wall sign is placed on a canopy and is perpendicular to the ground, all supports, braces and brackets ~~shall~~ must not be visible.

- d. The top of the sign when placed on a parapet or a canopy ~~shall~~ must not extend more than five (5) feet above the actual roofline.
- e. Wall signs ~~shall~~ must not extend more than twelve (12) inches above the top of the wall, parapet or canopy.
- f. Tenant spaces that are part of a multitenant building and face an internal parking lot with no direct wall area to a street frontage from the tenant space are allowed a wall sign to face the street frontage.

#### E. Signs Permitted in All Districts

The following signs are permitted in all districts and do not require a sign permit, unless otherwise noted. The signs must conform to all other regulations and ordinances of the City.

##### 1. Sign Maintenance

The normal care and minor repair that is necessary to retain a safe, attractive sign and supporting structures. Repainting with the same colors, or repairing copy or logo ~~shall~~ will be considered maintenance if the name, product, service, place, activity, person, or similar elements depicted remain the same.

##### 2. Governmental Signs

Traffic control signs and public notices, including changeable copy signs for government offices and facilities.

##### 3. Signs during Construction Activities

In addition to any other permitted sign, a temporary freestanding, nonilluminated sign is allowed.

- a. The sign must be located on the site of the development. If the development involves a subdivision plat for a single-family or duplex subdivision, signs during construction activities may also be located within 1,000 feet of the subdivision if the total number of on- and off-site signs does not exceed the amount prescribed in subsection [E.3.e](#), below.
- b. The sign ~~shall~~ must not exceed eight (8) feet in height or thirty-two (32) square feet in area per face.
- c. The sign may have two (2) faces.

d. The minimum setback from any property line is thirty (30) feet. For each additional setback of ten (10) feet, the face area may be increased ten (10) square feet and the height may be increased one (1) foot. The maximum face area ~~shall~~ must not exceed one hundred (100) square feet, and the maximum height ~~shall~~ must not exceed fifteen (15) feet, except as provided below.

e. One (1) sign during construction activities is permitted for every one thousand (1,000) feet of street frontage. If a development has more than one (1) street frontage, then a separate on-site development sign is permitted on each frontage. A maximum of three (3) on-site development signs is permitted for a development.

f. When a tract of property held under one (1) ownership is being developed as one (1) project and is more than one hundred (100) acres in size, one (1) of the permitted signs during construction activities may be increased in size to two hundred (200) square feet per face in area. When the development is larger than two hundred (200) acres, the sign face area of the sign during construction activities may be increased one (1) additional square foot for every five (5) acres over two hundred (200) acres. This sign ~~shall~~ must maintain a one hundred (100) foot setback from all property lines.

g. For purposes of applying the rules for removing temporary signs (see subsection [O.7](#) below), the events to which the sign is related are considered complete when a certificate of occupancy is issued for the last building or phase.

h. A sign permit is required.

#### 4. Real Estate Sign

##### a. R-1 and R-2 Districts

Real estate signs ~~shall~~ must not exceed six (6) square feet per face, with two (2) faces per sign permitted. The maximum height of the sign ~~shall~~ must not exceed six (6) feet. A maximum of three (3) signs per lot is permitted.

##### b. R-3, R-4, Commercial and Industrial Districts

Real estate signs ~~shall~~ must not exceed sixteen (16) square feet in area per face with two (2) faces permitted. The sign ~~shall~~ must not exceed five (5) feet in height with a maximum twelve (12) inch gap above grade. A maximum of two (2) signs is permitted for each parcel. In addition, one (1) real estate sign, not exceeding six (6) square feet per face, with a



maximum of two (2) faces permitted, and a maximum height of six (6) feet is permitted. For signs attached to the wall of a building, the sign ~~shall~~ must not exceed ten (10) percent of the wall area on which it is attached.

c. Undeveloped Land for Sale Signs

In lieu of the signs permitted in subsections [E.4.a](#) and [E.4.b](#), above, undeveloped and unplatted land over ten (10) acres in size are permitted two (2) "For Sale" signs not to exceed thirty-two (32) square feet in area per face, with two (2) faces permitted. The signs ~~shall~~ must not exceed eight (8) feet in height.

5. Community Information Signs

- a. Such signs ~~shall~~ must be part of an overall signage plan for a master planned community that includes directional signs, traffic control signs, governmental signs, identification signs, subdivision entry markers, monument signs, etc. The community information signs ~~shall~~ must be harmonious in color, sizing and location. The purpose of such signs will be to facilitate the movement of vehicular and pedestrian traffic within a master planned community. The number of signs ~~shall~~ must be kept to the minimum necessary to accomplish this purpose.
- b. Each sign ~~shall~~ must not exceed twenty (20) square feet per face with two (2) faces permitted. The sign ~~shall~~ must not exceed six (6) feet in height. The minimum setback from any property line ~~shall~~ must be one (1) foot. The design of the sign may incorporate a base of materials consistent with the overall signage plan. The sign base area ~~shall~~ must not exceed the actual face area by more than ten (10) percent.
- c. No advertising or promotional information is permitted on a community information sign; however, a logo used elsewhere in the master planned community may be permitted. Such sign may be nonilluminated, indirectly illuminated, or internally illuminated.
- d. Such sign ~~shall~~ will be maintained by the sign owner according to the provisions of this ordinance.
- e. A sign permit is required.

6. Traffic Control Signs on Private Property

Such signs ~~shall~~ must be in conformance with the requirements of the Manual on Uniform Traffic Control Devices.

#### 7. Signs Mounted on Interior Building Surfaces

Such as signs mounted on the inside of windows and doors except as provided in Section 18.64.105.

#### 8. Directional Signs

Such signs ~~shall~~ must not exceed four (4) square feet per face with two (2) faces permitted. The sign ~~shall~~ must not exceed four (4) feet in height if freestanding.

### F. Residential Districts (AG, R-1, R-2, R-3, R-4)

The following signs are permitted with a sign permit:

#### 1. Wall Signs

##### a. Residential Structures

In the R-1 and R-2 districts, one (1) nonilluminated wall sign is allowed per building, not more than one (1) square foot in area. No permit is required for these signs.

##### b. Public or Semi-Public Buildings

One (1) nonilluminated wall sign per building. Wall signs ~~shall~~ must not exceed ten (10) percent of the wall upon which they are placed or one hundred (100) square feet, whichever is less.

##### c. Legal Nonconforming Business

One (1) nonilluminated wall sign per building. Wall signs ~~shall~~ must not exceed ten (10) percent of the wall upon which they are placed.

#### 2. Subdivision Entry Markers

Each subdivision is permitted a monument sign at the subdivision entry, and located within the platted subdivision on a platted tract. Unless otherwise stated on the final plat or final site development plan, the owner of the property on which the sign is located ~~shall~~ must maintain the monument sign.

3. Monument Signs:

- a. Every building constructed for a permitted nonresidential use is permitted one (1) monument sign.
- b. One (1) monument sign per multifamily complex. If the complex fronts on two (2) streets, one monument sign ~~shall~~ will be allowed on each street frontage.

4. Changeable Copy Signs

- a. In lieu of permitted standard monument sign, one (1) changeable copy sign is allowed for the following permitted nonresidential uses:
  - (1) Colleges, universities, professional schools and junior colleges (public or private).
  - (2) Elementary and secondary schools, public and private.
  - (3) Libraries.
  - (4) Public buildings.
  - (5) Government offices and facilities.
  - (6) Similar uses as allowed by interpretation of the Planning Official.
- b. Permits are not required for replacing or altering changeable copy on these signs.
- c. Changeable copy signs ~~shall~~ must comply with the standards for monument (see subsection D.1, above).
- d. Electronic message boards are prohibited.

G. Mixed Use (N, TOD) and Planned (PD, PR) Districts

- 1. Due to the nature of the planned development district, sign standards and regulations may be established or modified as part of rezoning application and development plans.
- 2. The following signs are permitted in a Mixed Residential Area of an N district with a sign permit:
  - a. A sign may be a wall sign, an awning sign, projecting sign, or under canopy sign.

b. A single-family or two-family dwelling may have one (1) nonilluminated wall sign per building, not more than one (1) square foot in area, indicating a permitted home occupation.

c. A townhouse, condominium or multifamily building may have not more than two (2) signs with a total sign area of not more than eight (8) square feet.

d. A commercial building may have not more than two (2) signs with a total sign area of not more than twelve (12) square feet.

e. Neighborhood Entry Markers

Each neighborhood is allowed a monument sign at the entry.

f. Internal illumination of signs is prohibited.

3. The following signs are permitted in a Center Area, Civic Uses or Civic Spaces of an N district with a sign permit:

a. A sign may be a wall sign, an awning sign, projecting sign, under canopy sign, or monument sign.

b. A building may have up to five (5) signs with a total sign area of up to five (5) percent or thirty (30) square feet (whichever is less) per street-facing elevation.

c. No internally illuminated sign may be located on any wall of a nonresidential building facing a residential building.

d. A projecting sign is permitted a maximum of two (2) sign faces. The sign ~~shall~~ must not extend more than three (3) feet from the face of the building and ~~shall~~ must maintain not less than eight (8) feet clearance between the bottom of the sign and the finished grade.

e. Under Canopy Signs

In buildings with three (3) or more tenants, one (1) under canopy sign per business is permitted in addition to the signs described in this section. Under canopy signs ~~shall~~ must not exceed two (2) square feet in area.

f. Wall and Under Canopy Signs

In buildings with three (3) or more tenants, wall and under canopy signs ~~shall~~ must be similar in color, materials and lighting. These signs ~~shall~~ must be incorporated into the design of the area.

4. Supportive Uses in an N district are subject to subsection G.3, above. In addition, if the lot or parcel has a freestanding canopy, the following additional signs are allowed:

- a. Up to two (2) double-faced signs, which may be mounted on a freestanding canopy or may be projecting signs, under canopy signs, or monument signs.
- b. The sign(s) may be nonilluminated, internally illuminated or indirectly illuminated.
- c. The sign(s) ~~shall~~ must not exceed eighteen (18) square feet per face, with two (2) faces permitted.
- d. The maximum height of the signs, if not located on canopy supports, ~~shall~~ must not exceed ten (10) feet.
- e. The sign(s) ~~shall~~ must not be placed closer to the public right-of-way than the closest freestanding canopy.

#### H. Commercial/Office Districts (O, C-1, and BP)

The following signs are permitted in the O, C-1 and BP districts with a sign permit:

##### 1. Wall Signs

- a. Each freestanding building is permitted not more than two (2) wall signs, limited to one (1) per wall. The area of the wall sign ~~shall~~ must not exceed ten (10) percent of the area of the wall upon which it is mounted.
- b. If a business is part of a multitenant complex, each tenant ~~shall~~ will be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed. Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed. Signs facing the rear of the building are prohibited except as defined in subsection P.8, below.

##### 2. Monument Signs

- a. One (1) monument sign is permitted for each freestanding building housing one (1) tenant or each complex.

b. In complexes, or single business sites, on property more than five (5) acres in size and with more than one (1) street frontage, a second monument sign is permitted on the additional street frontage.

c. If a single business or complex is located on a site more than five (5) acres in size, one (1) of the two (2) monument signs may be increased to a maximum height of fifteen (15) feet and a maximum face area size of sixty-five (65) square feet. For each additional five (5) feet of setback (from the minimum required), the overall sign height may be increased two (2) feet in height and the sign area may be increased ten (10) square feet to a maximum of twenty-one (21) feet in overall sign height and a maximum face area size of ninety-five (95) square feet.

d. On a site of more than twenty (20) acres, signage may be allowed up to twenty-five (25) feet in height and a maximum sign face of one hundred (100) square feet. Both of the two (2) monument signs permitted may be increased up to a maximum height of thirty (30) feet and a maximum face area size of one hundred fifty (150) square feet with Governing Body approval. The increased monument signs ~~shall~~ must be set back at least fifteen (15) feet from all property lines and outside of sight distance triangles and easements (refer to Section [18.30.220](#)).

### 3. Projecting Signs

In lieu of one (1) of the above permitted wall signs, one (1) projecting sign is permitted. The projecting sign ~~shall~~ must not exceed twelve (12) square feet in area with a maximum of two (2) faces. The sign ~~shall~~ must not extend more than three (3) feet from the face of the building.

### 4. Under Canopy Signs

In complexes with three (3) or more tenants, under canopy signs are permitted in addition to the signage described above. One (1) under canopy sign is permitted for each business. Under canopy signs ~~shall~~ must not exceed two (2) square feet in area.

### 5. Wall and Under Canopy Signs

In complexes with three (3) or more tenants, wall and under canopy signs ~~shall~~ must be similar in color, materials and lighting. These signs ~~shall~~ must be incorporated into the design of the complex.

## 6. Additional Sign

*This subsection is designed to accommodate additional messages normally used by businesses in lower intensity commercial and office districts, such as time and temperature displays and the name of the complex or business that owns the sign.* In addition to permitted monument signs, one (1) additional monument, wall, or projecting sign may be permitted for a complex or a business in a freestanding building subject to approval by the Planning Commission and Governing Body. Size, height and setback requirements are the same as for monument signs.

## 7. Restaurants

*This subsection is designed to accommodate additional messages normally used by sit-down restaurants, such as menus.* In addition to the signs permitted above, restaurants with table service are allowed a menu board. These signs are not included in the calculation of maximum sign area for the building or tenant space.

- a. The menu board ~~shall~~ must be located adjacent to the entry. Attaching a sign to the exterior of a box is prohibited.
- b. These signs ~~shall~~ must not exceed four (4) square feet, including all framework.
- c. These signs are prohibited for drive-in and drive-through restaurants.

## I. Commercial Districts C-2, C-3, C-4

The following signs are permitted in the C-2, C-3 and C-4 districts with a sign permit:

### 1. Wall Signs

- a. Each freestanding building is permitted up to three (3) wall signs. These signs are limited to one (1) per wall and ~~shall~~ must not exceed ten (10) percent of the total area of the wall upon which it is placed. Each exterior wall ~~shall~~ must be common to the interior business space.
- b. If a business is part of a multitenant building or complex, each tenant is allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed and ~~shall~~ must be common to the interior business space. Corner tenant spaces are allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed. Signs facing the rear of the building are prohibited except as defined in subsection [P.8](#), below.

## 2. Monument Signs

Same as subsection [H](#), above.

## 3. Projecting Signs

Same as subsection [H](#), above.

## 4. Awning Signs

In addition to a wall sign or a projecting sign, an awning sign is permitted.

- a. Awning graphic ~~shall~~ [must](#) comprise no more than thirty (30) percent of the total exterior surface of an awning or canopy. If side panels are provided, they ~~shall~~ [must](#) not carry signs greater than twenty (20) percent of the area of the awning panel.
- b. Text on awnings is not allowed.
- c. Awnings must be permanently mounted on the wood or metal framing within a door or window opening, not on the wall surrounding the opening. The minimum height for awnings ~~shall~~ [must](#) be eight (8) feet from the lowest point to the sidewalk. Awnings ~~shall~~ [must](#) not extend more than four (4) feet from the building face.
- d. Awning signs are not allowed above the ground floor. Awnings without signs may be allowed above the ground floor if they complement the architecture.
- e. Awnings ~~shall~~ [must](#) not be a continuous feature extending over masonry piers or arches but designed to project over individual window and door openings.
- f. Internally lit or back-lit graphics awnings are not permitted.
- g. Standard residential aluminum awnings are not allowed. Awnings ~~shall~~ [must](#) be composed of noncombustible acrylic fabric.

## 5. Under Canopy Signs

Same as subsection [H](#), above.

## 6. Wall and Under Canopy Signs

Same as subsection [H](#), above.



7. Additional Sign

Same as subsection [H](#), above.

8. Restaurant Menu Signs

Same as permitted in subsection [H](#), above.

9. Drive-Through Restaurants

*To accommodate additional messages normally used by drive-through restaurants, such as menus, the following apply to eating places:*

- a. Each drive-through or drive-in restaurant is permitted signs in addition to those described above.
  - (1) The additional sign is limited to one (1) freestanding or wall menu board per lane.
  - (2) The sign ~~shall~~ [must](#) not exceed six (6) feet in height or thirty-two (32) square feet in total surface area. Total surface area means all of the area included in the face of the sign, the trim, the base and other appurtenances.
  - (3) These signs may be nonilluminated, or illuminated.
  - (4) The preview board must be built on a solid base that is at least seventy-five (75) percent of the width of the sign face.
  - (5) The signs ~~shall~~ [must](#) be located along the sides or rear of the building.
  - (6) If the sign is visible from a public street, additional landscaping and/or fencing is required to screen the menu board from view from the public street.
- b. In lieu of one (1) freestanding or wall menu board, a restaurant may have a menu board located at each order station. The menu boards at each order station ~~shall~~ [must](#) not exceed four (4) square feet in surface area per face.
- c. In addition to the allowed menu board, one (1) preview board is permitted per drive-through lane and ~~shall~~ [must](#) be located in the lane. The preview board ~~shall~~ [must](#) not exceed six (6) feet in height or fifteen (15) square feet in total surface area. It ~~shall~~ [must](#) be constructed to match the structure of the associated menu board and may be nonilluminated or illuminated. The preview board must be built on a solid base that is at

least seventy-five (75) percent of the width of the sign face. The preview board ~~shall~~ must be located along the sides or rear of the building, and set away from the menu-board by at least fifteen (15) feet. Whenever a preview board is visible from a public street, additional landscaping and/or fencing ~~shall~~ must be used in order to screen the preview board from view of the public street.

#### 10. Automatic Car Wash

*This section accommodates customary information provided by car washes about services offered.*

Each automatic car wash (conveyor type, longer than fifty [50] feet) is permitted signs in addition to those described in subsections [I.9.a\(1\)](#) through [I.9.a\(6\)](#), above. The additional signs are limited to one (1) freestanding or wall sign. The sign ~~shall~~ must not exceed five (5) feet in height, nor ~~shall~~ must it exceed twenty (20) square feet of surface area per face. The board may have two (2) faces. The signs ~~shall~~ must be nonilluminated, or indirectly illuminated. The signs ~~shall~~ must be located along the front, side or rear of the building. However, if the board is located in front of the building, sufficient fencing and/or landscaping ~~shall~~ must be provided to screen the board from view from public streets, alleys or other public property.

#### 11. Freestanding Canopy Signs

Signs may be placed on freestanding canopies if they meet the requirements for wall signs for buildings. Only the fascia of the canopy upon which the sign is placed ~~shall~~ must be used for determining the size of the sign.

#### 12. Convenience Stores with Gasoline Sales, or Gas Stations

*This subsection accommodates information customarily provided by these establishments about the price of gasoline sold and/or the nature of services offered on the premises.* These uses are permitted up to two (2) double-faced signs. The sign(s) may be nonilluminated, internally illuminated or indirectly illuminated. The sign(s) ~~shall~~ must not exceed eighteen (18) square feet per face, with two (2) faces permitted. The maximum height of the signs, if not located on canopy supports, ~~shall~~ must not exceed ten (10) feet. These signs are instead of standard monument signs.

### 13. Theater Signs

A movie theater may have an attraction panel based on the following criteria:

#### a. Modules

A movie theater, drive-in theater, or performing arts theater may have one (1) module per screen or stage, plus one (1) additional module. The module ~~shall~~ must not exceed eighteen (18) square feet. A module is that portion of the sign, including trim, customarily used to display the title of a movie.

#### b. Area and Number

The total surface area of a sign face ~~shall~~ must not exceed one hundred sixty-two (162) square feet per face. A maximum of two (2) faces is permitted.

#### c. Setback

A minimum of thirty (30) feet from a street right-of-way is required.

#### d. Height

The maximum height of the sign ~~shall~~ must not exceed fifteen (15) feet from average grade level.

#### e. Changeable Copy

Movie theater signs may have changeable copy. Permits are not required for replacing or altering changeable copy on existing movie theater signs.

### J. Districts M-1, M-2 and MP-3

The following signs are permitted with a sign permit:

#### 1. Wall Signs

a. Each freestanding industrial establishment or building is permitted not more than three (3) wall signs. The signs ~~shall~~ will be limited to one (1) per wall and ~~shall~~ must not exceed ten (10) percent of the total area of the wall upon which they are placed or two hundred (200) square feet, whichever is less.

b. If a business is part of a multitenant complex, each tenant ~~shall~~ must be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed. Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed. Signs facing the rear of the building are prohibited except as defined in subsection P.8, below.

2. Monument Signs

Same as subsection H, above.

3. Convenience Stores with Gasoline Sales, or Gas Stations

Same as subsection I, above.

4. Freestanding Canopy Signs

Same as subsection I, above.

5. Awning Signs

Same as subsection I, above.

K. Downtown (D) District

The following signs are permitted in the Downtown (D) district with a sign permit:

1. Wall Signs

Same as permitted in subsection G, above, in addition to the following standards:

a. If a business is part of a multitenant complex, each tenant is allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed. Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed.

b. Wall signs ~~shall~~ must be integrated with the architecture of the building and mounted in locations that respect the design of the building, including the arrangement of bays and openings. Signs ~~shall~~ must not obscure windows, cornices, grille work, piers, pilasters, and ornamental features.

- c. Lighted wall signs ~~shall~~ must not be located at the top of the building's façade if the façade is higher than two (2) stories and ~~shall~~ must not directly face a residential neighborhood.
- d. Wall signs are limited to the ground floor of the structure. Wall signs located on the side wall of a building that faces a side property line, alley, or parking area (including a side property line along a street), ~~shall~~ must not be lighted above the ground floor.
- e. One (1) wall sign located on the rear of the building is allowed provided it is adjacent to public right-of-way. Signs ~~shall~~ must be nonilluminated and are limited to ten (10) percent of the wall area or tenant space upon which they are placed.

## 2. Projecting Signs

In lieu of a wall sign or an awning sign, one (1) projecting sign per tenant in a multitenant building is permitted.

- a. Projecting signs ~~shall~~ must not be closer than fifty (50) feet apart, and no more than three (3) for every three hundred (300) feet of street frontage.
- b. Projecting signs ~~shall~~ must be oriented to pedestrians passing on the sidewalk in front of the buildings rather than to automobiles or pedestrians on the far side of the street, and ~~shall~~ must not be located above the ground floor.
- c. Projecting signs ~~shall~~ must not exceed twelve (12) square feet, and must provide a vertical clearance of eight (8) feet along pedestrian areas.
- d. Projecting signs ~~shall~~ must be mounted in locations that are compatible with the building design, including the arrangement of bays and openings. Signs ~~shall~~ must not obscure window, grille work, piers, pilasters, and ornamental features.
- e. Projecting signs ~~shall~~ must be internally or indirectly illuminated. Signs that use blinking or flashing lights are prohibited.

## 3. Awning Signs

In addition to a wall sign or a projecting sign, an awning sign is permitted.

- a. Sign copy ~~shall~~ must comprise no more than thirty (30) percent of the total exterior surface of an awning or canopy. If side panels are provided, they ~~shall~~ must not carry signs greater than twenty (20) percent of the area of the awning panel.
- b. Text on awning valences ~~shall~~ must not exceed eight (8) inches high. A valence drop length ~~shall~~ must not exceed twelve (12) inches.
- c. Awnings must be permanently mounted on the wood or metal framing within a door or window opening, not on the wall surrounding the opening. The minimum height for awnings ~~shall~~ must be eight (8) feet from the lowest point to the sidewalk. Awnings ~~shall~~ must not extend more than four (4) feet from the building face.
- d. Awning signs are not allowed above the ground floor. Awnings without signs may be allowed above the ground floor if they complement the architecture.
- e. Awnings ~~shall~~ must not be a continuous feature extending over masonry piers or arches but designed to project over individual window and door openings.
- f. Internally lit or back-lit graphics awnings are not permitted.
- g. Standard residential aluminum awnings are not allowed. Awnings ~~shall~~ must be composed of noncombustible acrylic fabric.

#### 4. Window Signs

In addition to a wall sign or projecting sign, but not an awning sign, one (1) window sign is permitted.

- a. No more than one (1) permanent window sign is allowed per window.
- b. Window signs ~~shall~~ must not exceed ten (10) percent of the window area so that visibility into and out of the window is not obscured, except that window signs may be as large as twenty (20) percent of each window area if no wall sign is provided.
- c. Sign copy ~~shall~~ must not exceed eight (8) inches in height, and ~~shall~~ must be applied directly to the interior face of the glazing or hung inside the window thereby concealing all mounting hardware and equipment.
- d. Window signs on glazing ~~shall~~ must be either silk screened, back painted, metal leafed, or sandblasted onto the glass. Vinyl lettering is not allowed.

- e. Neon and scrolling marquee signs displayed on the interior surface of a window constitute a permanent window sign within the Downtown Core and Downtown Santa Fe Corridor areas only. One (1) neon sign is permitted per business façade, and ~~shall~~ must not exceed twenty-five (25) percent of the total glass area of the window. Scrolling marquee signs are not permitted.

## 5. "A" Frame Signs

In addition to wall signs, projecting signs, or awning signs, "A" frame signs are permitted. "A" frame signs are permitted in the Downtown Core only.

- a. The maximum sign area for an "A" frame sign is eight (8) square feet.
- b. The maximum overall height is four (4) feet tall.
- c. "A" frame signs ~~shall~~ must not be permanently affixed to any object, structure, or the ground.
- d. Each tenant in a multitenant complex or building is limited to one (1) "A" frame sign, located on private property or within the public right-of-way adjacent to the tenant space, provided the sign does not interfere with vehicle access, pedestrian movement or wheelchair access to, through, and around the site. A minimum access width of five (5) feet should be maintained along all sidewalks and building entrances accessible to the public.
- e. "A" frame signs ~~shall~~ must be used only during regular business hours and ~~shall~~ must be removed during nonbusiness hours.

## 6. Menu Boards

In addition to the signs permitted above, a restaurant with table service is allowed a menu board. Restaurant menu signs are not included in the calculation of maximum sign area for the building or tenant space.

- a. Menu boards ~~shall~~ must be located in a permanently mounted display box on the surface of the building adjacent to the entry. Taping a sign to a box is prohibited.
- b. Menu boards ~~shall~~ must not exceed an area of six (6) square feet, including all framework.

## L. Billboard Regulations

*Purpose: This section allows nonconforming billboards to continue until they are removed under the terms of this ordinance. No new billboards may be constructed in any zoning district.*

1. Billboards are declared by this zoning ordinance to be incompatible to, and inconsistent with, land development and other permitted signs set forth within any particular zoning district. All existing billboards, in any zoning district, are declared nonconforming.
2. This section supersedes and controls over any conflicting provision in this chapter.
3. Billboards now in existence in any zone are declared legal nonconforming uses, and may remain, subject to the following restrictions:

### a. Sign Permit Required

All existing legal nonconforming billboards are required to renew the sign permit every three (3) years. The Planning Official ~~shall~~ will inspect all legal nonconforming billboards upon receipt of a renewal application to determine full compliance with the provisions of the Unified Development Ordinance. The Planning Official ~~shall~~ will approve or deny the sign renewal application no later than thirty (30) days following the date of its submission. When a renewal is denied by the Planning Official, written notice of the denial ~~shall~~ must be given to the applicant, together with a brief written statement of the reasons for the denial. Permits are not required for replacing or altering content on existing billboards.

### b. Alterations of Nonconforming Billboards

A legal nonconforming billboard may not be increased in size or elevation, relocated to another site or to a new location on the same site or expanded, enlarged, or extended in any way, including, but not limited to, the addition of advertising faces, the addition of digital faces, adding additional illumination or the addition of rotating faces with moveable panels designed to create additional advertising. Structural alterations mean alterations to, including replacement of, either the billboard face or the supporting structure. Normal maintenance and repair including painting, cleaning, or replacing damaged parts of the billboard is not considered a structural alteration.



c. Replacement, Restoration or Reconstruction

Any legal nonconforming billboard which remains damaged or in disrepair, regardless of the percentage of construction (or damage) value or area of square footage which is damaged, for a period of three (3) months following the date of damage ~~shall~~ must not be replaced, restored or reconstructed.

d. Repairs and Maintenance

All legal nonconforming billboards ~~shall~~ must be kept in good repair and maintained in a neat, clean, attractive and safe condition. Routine repairs and maintenance of nonconforming billboards necessary to maintain health and safety may be permitted. Said repairs and maintenance ~~shall~~ must include such activities as painting and the replacement of a damaged or deteriorated sign face. A billboard owner ~~shall~~ will be prohibited from repairing or replacing a legal nonconforming billboard which is in disrepair in excess of fifty (50) percent of its replacement cost. An exception is made for those billboards which were destroyed by vandalism or other criminal or tortuous acts. Any legal nonconforming billboard which remains damaged or in disrepair, regardless of the percentage of construction (or damage) value or area of square footage which is damaged, for a period of three (3) months following the date of damage ~~shall~~ must not be replaced, restored or reconstructed.

e. Failure to Comply

Failure to comply with any applicable restrictions or performance standards of this ordinance may result in the revocation of the sign permit and removal of both the billboard sign face and its structure.

4. Any one (1) faced billboard that has remained vacant for a period of three (3) months or more ~~shall~~ will be deemed to have been abandoned and ~~shall~~ must result in the revocation of the sign permit and removal of the billboard. Any two (2) faced billboard that has both sides vacant for a period of three (3) months or more ~~shall~~ will be deemed to have been abandoned and ~~shall~~ must result in the revocation of the sign permit and removal of the billboard. This regulation does not apply if only one face of a two (2) faced billboard is vacant.

## M. Highway Signs

In addition to other signs permitted by this ordinance, highway signs are permitted for freestanding businesses (not part of a complex) having a minimum of fifty (50) percent of its site within eight hundred (800) feet of the centerline, or five hundred (500) feet of the right-of-way (whichever is less) of I-35 or K-10 highway. Highway signs ~~shall~~ must comply with monument sign criteria with the following exceptions:

1. The width of the base of the sign ~~shall~~ must not be less than twenty (20) percent of the width of the sign face nor more than sixty (60) percent of the width of the sign face.
2. The height of the sign ~~shall~~ must not exceed thirty (30) feet in overall height above the natural or average grade.
3. The area per face of a highway sign ~~shall~~ must not exceed two hundred (200) square feet. A maximum of two (2) faces is permitted.
4. Landscaping, such as flowering trees, shrubs and bushes, ~~shall~~ must be provided around the base of the sign as approved.
5. Highway signs ~~shall~~ must not be closer than thirty (30) feet to all property lines or located within any easement.
6. Reader boards ~~shall~~ will not be permitted.

## N. Special Permit Uses

Sign regulations for special permit uses are as follows:

1. For those special permit uses that are located in agricultural and residential districts, signs are permitted under the provisions of subsections E and F, above, or as set forth for that use in this chapter.
2. For those special permit uses that are located in commercial districts, signs are permitted under the provisions of subsections E, H and I, above, or as set forth for that use in this chapter.
3. For those special permit uses that are located in industrial districts, signs are permitted under the provisions of subsections E or J, above, or as set forth for that use in this chapter.
4. Signs permitted in conjunction with special use permits:

- a. In the case of special use permit uses, all wall and detached signs ~~shall~~ must be approved by the Planning Commission, except where private sign criteria have been previously approved for the development.
- b. In reviewing and approving those signs, the Planning Commission ~~shall~~ will consider: (1) the use of the facility, (2) the height of the building, (3) the surrounding land uses and zoning districts, (4) the relationship of the site to interstate highways, where applicable, and (5) the topography of the site. Where appropriate, the sign regulations of the underlying zoning district or the most analogous zoning district may be followed.

## 5. Private Sign Criteria

All hotels, motor hotels, shopping centers, business parks, office parks or industrial parks ~~shall~~ must prepare a set of sign criteria which ~~shall~~ will be approved as part of a planned district zoning by the Planning Commission and/or Governing Body for all exterior signs in the development. The criteria are binding upon all subsequent purchasers or lessees within the development. The size, colors, materials, styles of lettering, appearance of logos, types of illumination and location of signs ~~shall~~ must be set out in such criteria. In all respects, the criteria ~~shall~~ must be within the regulations set out in this code and ~~shall~~ must be for the purpose of assuring harmony and visual quality throughout the development. Final development plans (in the case of a planned zoning district) or building permits (in the case of a conventional zoning district) ~~shall~~ will not be approved until the Planning Commission has approved the sign criteria. No sign permit ~~shall~~ will be issued for a sign that does not conform to the criteria. For purposes of this section, the terms "shopping centers, business parks, office parks or industrial parks" mean a project of one (1) or more buildings that has been planned as an integrated unit or cluster on property under unified control or ownership at the time that zoning was approved by the City. The sale, subdivision or other partition of the site after zoning approval does not exempt the project, or portions thereof, from complying with these regulations relative to the number of detached signs, harmony and visual quality of signs to be installed.

## O. Temporary Signs

*Findings: The Governing Body finds that temporary signs provide an important medium through which individuals may convey a variety of noncommercial and commercial messages. In the case of certain noncommercial messages, temporary signs may provide the only effective and economically viable avenue of communication. However, if left completely unregulated, the proliferation of temporary signs constructed of nondurable materials could become a threat to*

*public safety as a traffic hazard and a detriment to property values and the City's overall public welfare as an aesthetic nuisance. In order to accommodate legitimate needs of residents and landowners for temporary signs without compromising the City's interest in traffic safety, aesthetics and preservation of property values, temporary signs may be posted on property in the City, subject to the following requirements and those applicable provisions stated elsewhere in this chapter.*

## 1. General Requirements Applicable to All Temporary Signs

- a. No temporary sign ~~shall~~ will obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard. In all cases such signs ~~shall~~ must be placed outside the sight distance triangle.
- b. Temporary signs ~~shall~~ must be designed, constructed or mounted so as to be reasonably stable under all weather conditions, including high winds.
- c. No temporary sign ~~shall~~ will be illuminated or painted with light-reflecting paint.
- d. Temporary signs ~~shall~~ must only be posted with the consent of the property owner or occupant.
- e. Except where more stringent time limitations are imposed elsewhere in this section, a temporary sign may be posted for a period of up to sixty (60) days, within the calendar year at which time the sign ~~shall~~ must be removed or replaced.
- f. Temporary signs ~~shall~~ must be removed no later than five (5) days after the events to which the sign is related. Examples of the end of an event include the sale or occupancy of a property, the conclusion of the sale or event, or an election.
- g. No temporary sign ~~shall~~ will advertise or promote any commercial enterprise or event not conducted on the same building lot.

## 2. Temporary Signs in District AG and Residential Districts

### a. AG, R-1, and R-2 Districts

In addition to other signs permitted by this chapter, in Districts AG and R-1 and R-2, a maximum of two (2) temporary signs may be displayed at any time.

(1) These signs ~~shall~~ must be yard signs and the total surface area of each sign face ~~shall~~ must not exceed six (6) square feet per face and six (6) feet in height. A maximum of two (2) sign faces are permitted for each yard sign.

(2) Garage sale signs may only be placed at the site of the sale. Garage sale signs include sample and yard sale signs. Such signs ~~shall~~ must not exceed four (4) square feet per sign, with two (2) faces per sign permitted. No permit is required for these signs.

b. R-3 and R-4 Districts

In addition to other signs permitted by this chapter, in multifamily districts a maximum of three (3) temporary signs may be displayed at any time.

(1) Yard Signs

(a) The total surface area of each yard sign ~~shall~~ must not exceed sixteen (16) square feet per face and ~~shall~~ must not exceed five (5) feet in height with a maximum twelve (12) inch gap above grade. A maximum of two (2) sign faces is permitted for each sign and a maximum of two (2) signs is permitted.

(b) In addition to signs permitted in subsection [O.2.b\(1\)\(a\)](#), above, one (1) sign not exceeding six (6) square feet per face with a maximum of two (2) faces and a maximum height of six (6) feet is permitted.

(2) Wall Signs

Temporary wall signs are permitted and ~~shall~~ must not exceed ten (10) percent of the total area of the wall upon which the sign is mounted. No more than one (1) temporary wall sign is permitted on any one (1) building or structure. All wall signs ~~shall~~ must be mounted on a solid wall and ~~shall~~ must not extend over decks, railings, outdoor patios, doorways, or windows.

(3) Special Real Estate Signs

Special real estate events ~~shall~~ must be allowed the use of pennants or flags under the following conditions:

(a) In conjunction with area-wide tour events.

(b) The opening of a new subdivision or the new phase of an existing subdivision. In this instance, pennants and business flags are permitted for one (1), fifteen (15) day period every six (6) months.

(c) One (1) other special event similar to (a) above and limited to one (1), fifteen (15)-day period per year such as open house or model house, up to sixty (60) days in a calendar year.

(d) No fee is required for these signs.

### 3. Temporary Signs in Commercial Districts and Industrial Districts

a. One (1) sign per street frontage or building.

b. For a wall-mounted temporary banner, the maximum size ~~shall~~ must be no larger than that permitted for permanent wall signs.

c. Temporary signs are permitted to be displayed a maximum of four (4), thirty (30) day periods per calendar year. In no case ~~shall~~ will a thirty (30) day period be carried over from month-to-month.

d. Temporary freestanding signs ~~shall~~ must be set back a minimum of ten (10) feet from any property line and ~~shall~~ must not exceed ten (10) feet in height, measured at grade, with a sign face no greater than thirty-two (32) square feet. No temporary freestanding sign ~~shall~~ will be placed in a sight distance triangle as defined by Section 18.30.220. A permit is required for these signs.

e. Inflatable devices up to thirty (30) feet in height are permitted, except on roofs, for two (2), thirty (30) day periods per calendar year. In no case ~~shall~~ will a thirty (30) day period be carried over from month-to-month consecutively.

f. Searchlights are permitted from dusk to midnight.

g. Balloons attached to stakes ~~shall~~ must be permitted with a temporary sign permit.

4. Nonresidential uses in residential areas may follow the temporary sign regulations as set forth in subsection 0.3, above, but inflatable devices and searchlights are prohibited.

5. Temporary special events, such as civic club events, school activities, etc., or temporary sales and events approved per Section [18.50.225](#) are permitted to have temporary signs, banners, flags or pennants, after a sign permit is obtained. No fee is required for these signs.

6. Real Estate Sign

a. Single-Family and Two-Family Districts

Real estate signs ~~shall~~ [must](#) not exceed six (6) square feet per face, with two (2) faces per sign permitted. The maximum height of the sign ~~shall~~ [must](#) not exceed six (6) feet. A maximum of three (3) signs per lot are permitted.

b. Multifamily, Commercial and Industrial Districts

A maximum of two (2) signs are permitted for each parcel.

(1) Freestanding Signs

Real estate signs ~~shall~~ [must](#) not exceed sixteen (16) square feet in area per face with two (2) faces permitted. The sign ~~shall~~ [must](#) not exceed five (5) feet in height with a maximum twelve (12) inch gap above grade. In addition, one (1) real estate sign, not exceeding four (4) square feet per face, with a maximum of two (2) faces permitted, and a maximum height of six (6) feet is permitted.

(2) Signs attached to the wall of the building ~~shall~~ [must](#) not exceed ten (10) percent of the wall area upon which it is placed. A maximum of two (2) wall signs is permitted.

c. Undeveloped Land for Sale Signs

In lieu of the signs permitted in subsections [O.6.a](#) and [O.6.b](#), above, undeveloped and unplatted land over ten (10) acres in size are permitted two (2) "For Sale" signs not to exceed thirty-two (32) square feet in area per face, with two (2) faces permitted. The signs ~~shall~~ [must](#) not exceed eight (8) feet in height.

(1) V-Shaped Signs

Such signs ~~shall~~ [must](#) not exceed thirty-two (32) square feet in total area and ~~shall~~ [must](#) not exceed eight (8) feet in height measured at grade. A maximum of one (1) sign for each parcel is permitted.

## 7. Removal or Replacement

- a. The person who has posted or directed the posting of a temporary sign is responsible for the removal or replacement of that sign in accordance with this section.
- b. If that person does not remove or replace the temporary sign in accordance with this section, then the property owner or occupant of the building lot where the sign is posted is responsible for the sign's removal or replacement.
- c. The Planning Official is authorized to remove any temporary signs posted in violation of this chapter that are not removed or replaced in accordance with the provision above. Temporary signs posted on private property in violation of this section are deemed a public nuisance, and the Planning Official may abate that nuisance in accordance with subsection [S](#), below.
- d. The Planning Official may immediately remove temporary signs posted on public property or rights-of-way in violation of this chapter.

## P. Prohibited Signs and Devices

It is a violation of these zoning regulations to erect, install, place or maintain the following signs:

1. Any signs or advertising structures which are not specifically permitted under the sign subsection in the schedule of district regulations or otherwise specifically permitted under these zoning regulations.
2. Any sign or advertising structure which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination, or by obstructing the vision of drivers, or signs that obstruct or detract from the visibility of traffic control devices or emergency vehicles. The use of flashing lights or revolving lights is prohibited in any sign as constituting a hazard to traffic. Any sign which by glare or method of illumination constitutes a hazard to traffic is prohibited. Electronic/video screen signs ~~shall~~ [will](#) not be permitted. Exterior neon lighting, illuminated banding or other types of lighting that create a glow is prohibited unless it is approved by the Planning Commission as part of an overall theme for the development area.
3. Erect or alter any sign as defined in the Unified Development Ordinance, or make use of a living sign displaying a commercial message, without first obtaining a sign permit in accordance with the requirements of, and procedures set forth in, the Unified Development Ordinance.



4. Any sign or advertising structure with words, scenes or graphics which are obscene, indecent and prurient, within the meaning of K.S.A. [21-4301](#), as amended.
5. Any sign or advertising structure (other than those erected by a governmental agency or required to be erected by a governmental agency for a public purpose) erected, installed or placed on the right-of-way of any street, road or public way, or signs overhanging or infringing upon the right-of-way of any street, road or public way, except as specifically permitted by these regulations.
6. Any sign or advertising structure erected on City of Olathe property or other governmental property other than signs erected by said governmental entity for public purposes.
7. Any sign or advertising structure which is erected, installed or maintained that obstructs any fire escape, required exit, window or door opening intended as a means of ingress or egress.
8. Signs are prohibited on the rear of a building, except for the following:
  - a. A sign located on a rear exit door. The sign ~~shall~~ [must](#) not exceed six (6) inch nonilluminated letters painted, printed, stenciled or attached to the face of the rear door and covering no greater than twenty (20) percent of that door.
  - b. Where the rear of a commercial building is oriented toward street right-of-way or an internal shopping center access drive, a wall sign in accordance with subsections [H](#) and [J](#), above, are permitted on the rear wall of the building only if that building façade is architecturally designed to resemble the principal or front façade of the building by including similar architectural features such as windows, doors, awnings, building materials, and similar elements. The rear of a building is that side of a building opposite from the principal or main entrance to a building.
  - c. In the Downtown (D) district, subject to the standards established in subsection [K](#), above.
9. "A" frame sign (except in the Downtown (D) district).
10. Attention-attracting devices.
11. Abandoned signs.
12. Off-site signs (except billboards or where specifically allowed by this chapter).

13. Portable sign, excluding real estate signs.
14. Roof signs.
15. Snipe signs, except warning signs posted by public utility companies.
16. Temporary signs, except as permitted by subsection [O](#), above.
17. Vehicular signs, except that sign copy painted on a motor vehicle or semi-trailer normally in motion during use ~~shall~~ [will](#) not be considered a vehicular sign when moved at least one (1) time during a seventy-two (72) hour period.
18. Yard signs, except as permitted temporary signs.
19. Painted wall signs which are painted directly on the wall of a building or surface, except that signs painted on a window in a commercial zoning district (as part of the permitted wall sign) are permitted.
20. Directly illuminated signs, except to the extent specifically authorized in this chapter.
21. Any sign not specifically, or by reasonable implication, permitted in this section.
- [22. Barrel-type awnings signs.](#)
- [23. Standard residential type aluminum awnings.](#)

Q. Sign Maintenance

1. Any sign or advertising structure erected or installed under the provisions of this section ~~shall~~ [must](#) be maintained in a safe, functional and sound structural condition at all times. General maintenance of said sign ~~shall~~ [must](#) include the replacement of nonfunctional, broken, or defective parts, painting, cleaning and upkeep of the premises immediately surrounding the sign or advertising structure, and any other action required for the maintenance of said sign or advertising structure. All signs and supporting structures ~~shall~~ [must](#) be kept painted or treated in some manner to prevent rust, decay or deterioration.
2. If any sign, which is placed in a public easement, is damaged due to maintenance of utilities in that easement by the City or others, the cost for repairs or replacement of said sign ~~shall~~ [must](#) be borne by the sign owner.

## R. Abandoned Signs

1. Except as may be otherwise provided for in this ordinance, any sign which is located on a building, structure, or real property which becomes vacant and unoccupied for a period of three (3) months or more, or any sign which pertains to a time, event, or purpose which no longer applies, ~~shall~~ will be deemed to have been abandoned. An abandoned sign is prohibited and ~~shall~~ must be removed by the owner of the sign or the owner of the premises. When a wall sign is removed, the wall of the building or structure ~~shall~~ must be restored to its normal appearance. Removal of a monument or highway sign ~~shall~~ must include the face and base. Any sign structure that is in conformance with this chapter may remain as long as it is maintained and does not become unsafe or unsightly.
2. If after the three (3) month time period has elapsed and the sign has not been removed, the Planning Official ~~shall~~ will notify, in writing, the property owner of record that the sign ~~shall~~ must be removed within thirty (30) days after the date of the notice. If the sign has not been removed within thirty (30) days after the date of the notice, the Planning Official may have the sign removed and the associated costs assessed to the property.
3. The City Clerk ~~shall~~ will mail a statement of such cost for the removal of said sign to the last known address of the owner of record of the property, or person in charge of such property. If such costs are not paid within ten (10) days from the mailing of such notice, the Governing Body of the City ~~shall~~ will proceed to pass an ordinance levying a special assessment for such cost against the lot or piece of land. The City Clerk ~~shall~~ will certify such assessment to the County Clerk for collection and payment to the City in the same manner as other assessments and taxes are collected and paid to the City.

## S. Nonconforming Signs

Nonconforming signs are declared by this zoning ordinance to be incompatible to, and inconsistent with, land development and other permitted signs set forth within any particular zoning district. It is the intent of this section to allow those nonconforming signs to continue until they are removed under the terms of this ordinance, but not to encourage their survival.

1. "Nonconforming sign." A sign that, on the effective date of this ordinance, does not conform to one (1) or more of the regulations set forth in Chapter 18.64.

## 2. Alterations of Nonconforming Signs

No nonconforming sign or advertising structure ~~shall~~ must be expanded, relocated or restored unless said sign or advertising structure is brought into conformance with the provisions of this section or any other applicable City code requirement.

## 3. Replacement, Restoration or Reconstruction

If any existing nonconforming sign, as provided for in this section, is damaged by any means, including, but not limited to, fire, flood, wind, explosion, act of God, or act of a public enemy, to an extent of fifty (50) percent or more of the replacement, restoration or reconstruction value of the sign, or fifty (50) percent of the square footage of the sign copy area, said sign ~~shall~~ must not be replaced, restored or reconstructed unless it is brought into full compliance with the provisions of the Unified Development Ordinance. Any nonconforming sign which remains damaged or disrepaired, regardless of the percentage of construction (or damage) value or area of square footage which is damaged, for a period of three (3) months following the date of damage without the issuance of a valid sign permit, ~~shall~~ must not be replaced, restored or reconstructed unless it is brought into full compliance with all applicable codes and ordinances.

## 4. Repairs and Maintenance

Routine repairs and maintenance of nonconforming signs necessary to maintain health and safety may be permitted. These repairs and maintenance include activities such as painting and the replacement of a damaged or deteriorated sign face. The cost of the repairs and maintenance ~~shall~~ must not exceed fifty (50) percent of the value of the sign which is to be repaired or maintained. The value ~~shall~~ must be that which is current at the time of the repair or maintenance. Prior to the repair and maintenance taking place, the Code Enforcement Department ~~shall~~ will be consulted to determine if a sign permit is necessary. If the determination is made, then all applicable work performed ~~shall~~ must be accomplished through the issuance of a valid sign permit as required by this ordinance.

## 5. Termination of Nonconforming Signs

Upon the discontinuance of a use to which any nonconforming sign or advertising structure is accessory to, the tenant or property owner ~~shall~~ must remove all nonconforming signs, supports and structures upon the building or property upon which the use was located.

## T. Nonconforming Signs

1. Subject to the remaining restrictions of this section, nonconforming signs that were otherwise lawful on the effective date of this title may be continued.
2. No nonconforming sign may be altered in such a manner as to aggravate the nonconforming condition, nor may illumination be added to any nonconforming sign.
3. A nonconforming sign may be altered to bring the sign into complete conformity with this section.
4. Subject to the other provisions of this section, nonconforming signs may be maintained.
5. If a nonconforming sign other than a billboard advertises a business, service, commodity, accommodation, attraction, or other enterprise or activity that is no longer operating or being offered or conducted, that sign ~~shall~~ will be deemed abandoned and ~~shall~~ must be removed within thirty (30) days after abandonment by the sign owner, owner of the property where the sign is located, or other person having control over the sign.
6. If a nonconforming billboard remains blank for a continuous period of one hundred eighty (180) days, that billboard ~~shall~~ will be deemed abandoned and ~~shall~~ must, within thirty (30) days after abandonment, be altered to comply with this section or be removed by the sign owner or owner of the property where the sign is located, or other person having control over such sign. For purposes of this section, a sign is "blank" if:
  - a. It advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted; or
  - b. The advertising message it displays becomes illegible in whole or substantial part; or
  - c. The advertising copy paid for by a person other than the sign owner or promoting an interest other than the rental of the sign has been removed.

## U. Declaration of Nuisance

The Governing Body hereby determines that the public peace, safety, health and welfare requires that all signs and sign structures hereafter constructed or erected ~~shall~~ must conform and comply with such requirements forthwith. All signs which ~~shall~~ will hereafter be constructed or erected in violation of the provisions of this ordinance ~~shall~~ must be declared public nuisance, and ~~shall~~ must be removed and abated in the manner provided by law.

## V. Noncommercial Messages

Any commercial sign permitted under this chapter is allowed to contain noncommercial speech in lieu of any commercial speech, subject to all applicable restrictions and performance standards.

## W. Exceptions

Exceptions to sign regulations for standard zoning districts may only be granted by the Board of Zoning Appeals through a variance, subject to the provisions of Chapter [18.40](#) of the Unified Development Ordinance. Deviations to sign regulations for planned zoning districts may be approved by the Planning Commission and Governing Body at the time of rezoning as part of the preliminary development plan. Any deviation or exception to the requirements of this chapter may only be granted upon a finding by the Governing Body that all of the following conditions are met:

1. That the deviation requested arises from such condition which is unique to the property in question, is not ordinarily found in the same zone or district, and is not created by an action or actions of the property owner or applicant.
2. That granting the deviation will not adversely affect the rights of adjacent property owners or residents.
3. That the strict application of the provisions of this ordinance would constitute unnecessary hardship upon the property owner represented in the application.
4. That the deviation desired will not adversely affect the public health, safety, moral order, convenience, prosperity, or general welfare.
5. That granting the deviation will not be opposed to the general spirit and intent of this ordinance."

**SECTION TEN:** Section 18.90.020 of the Olathe Municipal Code (Unified Development Ordinance) is hereby amended to read as follows:

### "18.90.020 Definitions

#### A. Generally

1. Where a word or term is not defined in this [Chapter](#), but is defined elsewhere in this ordinance or in the Municipal Code, that definition applies unless the context indicates that a standard dictionary definition is more appropriate.

2. Where a word or term is defined in this ~~e~~Chapter and also defined elsewhere in this ordinance, the definition contained in this chapter generally applies except in the ~~e~~Chapter or ~~s~~Section to which the other definition applies.

3. Where a word or term is neither defined in this ~~e~~Chapter nor defined elsewhere in this ~~e~~Ordinance or in the Municipal Code, the definition found in the most current edition of ~~A Glossary of Zoning, Development, and Planning Terms~~ A Planners Dictionary ~~dated December 1999~~, by the American Planning Association Planning Advisory Service applies unless the context indicates that a standard dictionary definition is more appropriate.

4. Definitions for terms related to architecture and building design are found in Section 18.15.020.

#### B. Words and Phrases Defined

Abutting or Adjoining Joined contiguous to, having common district boundaries or lot lines or being immediately adjacent.

Access A means of vehicle, bicycle, or pedestrian approach, entry to, or exit from property.

Access/Private Drive A paved surface which provides access to a public street for a maximum of four (4) dwelling units.

Accessory Building A subordinate building having a use customarily incidental to and located on the lot occupied by the main building. A building housing an accessory use is considered to be an integral part of the main building when it has any part of a wall in common with the main building, or is under an extension of the main roof and designed as an integral part of the main building. Portable storage containers are not considered as an accessory building.

Accessory Use A use of a building or land which serves an incidental function to and is customarily associated with, and located on the same lot or premises as, the main use of the premises.

Adaptive Reuse The occupancy and use of an existing, abandoned building that was formerly used as a commercial, service, or other nonresidential use.

Adjacent Lying near or close to; sometimes, contiguous; or neighboring.

**Administrative Approval** A written approval that the Planning Official is authorized to grant after administrative review.

**Administrative Review** The procedures established in Chapter [18.40](#).

**Adult Business Establishment** See definition in Chapter [5.50](#).

**Advertising Trailer** A trailer carrying or having attached thereto a sign, billboard or other media for advertising purposes, such advertising being the prime purpose and use of the trailer.

**Aggrieved Party** Any person, property owner or entity with standing to challenge a decision taken under Chapter [18.40](#) under Kansas or federal law.

**Agricultural Purposes Land**, including necessary buildings and structures, is considered used for agriculture if the zoning lot contains at least forty (40) acres of land area, and if the principal use is the raising or keeping of livestock and/or the growing of crops in the open.

**Agricultural Use** The use of land where that is devoted to the production of plants, animals or horticultural products, including but not limited to:

Forages; grains and feed crops; dairy animals and dairy products; poultry and poultry products; beef cattle, sheep, swine and horses; bees and apiary products; trees and forest products; fruits, nuts and berries; vegetables; or nursery, floral, ornamental and greenhouse products. Agricultural use does not include use of land for recreational purposes, suburban residential acreages, rural home sites or farm home sites and yard plots whose primary function is for residential or recreational purposes even though the properties may produce or maintain some of those plants or animals listed in the foregoing definition.

**Airport-Heliport** An area of land or water that is used or designed for the landing and take-off of aircraft, of any type, and includes its buildings and facilities, for the shelter, servicing or repair of aircraft.



Alley A minor way, dedicated for public use, which is used primarily for secondary means of access to the sides or rear of lots.

Alteration Any addition, removal, extension or change in location of any exterior wall of the main building or accessory building.

~~Aluminum Siding Long pieces of aluminum that are used to cover the outside walls of a building.~~

Amendment Any addition, deletion, or revision of the text of the Unified Development Ordinance (UDO), or any addition, deletion, or revision of the Official Zoning Map or the Municipal Code adopted by the Governing Body after public hearings.

Amenity The characteristics of a development that increase its desirability to a community or its marketability to the public. Amenities may include such things as recreational facilities (e.g., a swimming pool, sports courts, play equipment for children, ball fields, walking trails, etc.), clubhouses, picnic tables, and natural landscape preserves.

Amusement Device Any machine, game, table or device which is designed, intended or used as entertainment, and may be operated by the public upon the insertion of a coin or token. Amusement device includes, but is not limited to, devices commonly known as pinball machines, pool tables, video games, electronic games, kiddie rides, mini-theaters-projection devices and video screens, and all games or operations similar thereto, whether or not registering a score. Not included within the definition of amusement device are such devices as food, televisions, phonographs, soft drink and cigarette vending machines.

Apartment Building A building arranged, intended or designed for residence by more than two (2) families.

Applicant The subdivider, developer or owner of any area subject to an application for a rezoning, site plan, subdivision plat, special use permit, building permit, certificate of occupancy, or any other approval required by this title (see Chapter [18.40](#)).

**Application** Any application for a text amendment, rezoning, site development plan, special use permit, variance, building permit, certificate of occupancy, variance, appeal, or any other approval required by this title.

**Approving Authority** The official or agency with authority to approve, approve with conditions, or deny any application.

~~**Architectural Block** A glass architectural material commonly used in wall and floor applications, consisting of one (1) or more blocks or bricks, typically at least two (2) inches thick, which may be solid glass or hollow in the center. Architectural blocks are commonly textured clear glass formed into a square shape, but are available in a variety of other shapes, colors, and textures. For purposes of this document, transparent glass architectural block may be subject to different regulations than opaque glass architectural block or mirror glass architectural block.~~

~~**Architectural Features** Physical additions to a structure that allow the creation of different styles including, but not limited to, porches, balconies, dormers, bay windows, shutters, belvederes, chimneys, colonnades, towers, cupolas, cornices, eaves, soldier courses, lintels, and decorative ornaments.~~

~~**Architectural Metal** Metals used as structural features such as trusses, or decorative features such as cladding, balustrades, handrails or detailed/customized panels. Architectural metal may be finished or weathered.~~

~~**Architectural Panels** A transparent sheet or panel of glass used as wall cladding, typically as part of a curtain wall system. Architectural panels may be transparent from one (1) or both directions, may come in a variety of colors and levels of translucence, and may be smooth, etched, or otherwise textured. For purposes of this document, transparent glass architectural panels may be subject to different regulations than opaque glass architectural panels or mirror glass architectural panels.~~

**Attached** Having a wall, roof or other structural member with building materials and architectural design in common with or in contact with another building.

~~Awning—A roof-like cover, often of fabric, metal, or glass designed and intended for protection from the weather or as a decorative embellishment, and which projects from a wall or roof of a structure over a window, walk, door, or the like.~~

Berm A manmade mound of earth used to shield, buffer, or screen properties from adjoining uses, highways, or noise, or to control the direction of surface water flow.

Block A tract or parcel of land entirely surrounded by public highways or streets, or by a combination of streets and public parks, cemeteries, railroad rights-of-way, shorelines of waterways, drainageways, municipal boundary lines, township lines or county lines.

Block Face The properties abutting on one (1) side of a street situated between intersecting public highways or streets, or by a combination of such street and public parks, cemeteries, railroad rights-of-way, public park, exterior boundary of a subdivision or any other physical barrier to the continuity of development.

Boat A vehicle for traveling in or on water, including all types of personal watercraft. The definition of boat includes the trailer, if the vehicle(s) is mounted on a single trailer.

~~Brick—Ceramic products manufactured primarily from clay, shale, or similar naturally occurring earthy substances and subjected to a heat treatment at elevated temperatures (firing), and that are shaped during manufacture by molding, pressing, or extrusion. Brick may include additives or recycled materials.~~

~~Brick Imprint or Overlay System—A concrete veneer product that is patterned and colored to resemble traditional brick.~~

~~Brick, Modular—Solid brick or brick panel/veneer whose dimensions are based on a standard eight (8) inch length.~~

~~Brick, Panel/Veneer—Brick that is installed on the exterior of a steel or wood frame, and that is not used to provide structural support for the building.~~

~~Brick, Solid A wall composed of either two (2) layers of brick, or a layer of concrete block with a brick exterior. The wall provides structural support for the building in compliance with the building code.~~

Buffer An area of land separating two (2) distinct land uses that acts to soften or mitigate the effects of one (1) land use on the other.

Building Any structure with a permanent roof, separated on all sides from adjacent open space by walls, built for the shelter or enclosure of persons, animals, chattels or property of any kind, not including portable storage containers.

Building Coverage That portion of the net site area which is covered by buildings or roofed areas, but excludes ground level paving, landscaping, open recreational facilities, incidental projecting eaves, balconies, and similar features.

~~Building Elevation A flat, scale drawing of the front, rear, or side of a building.~~

~~Building Front The side of a building with the main entrance door.~~

Building Official The duly appointed Building Official of the City, or his or her designee.

Building, Principal See "main building."

Camper A separate vehicle designed for temporary recreational human habitation and which can be attached to or detached from a pickup truck.

Campground An area of land available for the overnight or temporary parking of recreation vehicles which is in compliance with the zoning and other ordinances of the City.

Capital Improvement Program (CIP) A proposed schedule of future projects, listed in order of construction priority, together with cost estimates and the anticipated means of financing each project.

~~Cement Fiber Board or GRFC—A cementitious matrix composed of cement, sand, water, and admixtures, in which short length glass fibers are dispersed. GRFC is concrete that uses glass fibers for reinforcement instead of steel. It is typically used for nonstructural façade panels.~~

**Certificate of Occupancy** A document issued by the proper authority allowing for the occupancy or use of a building, and certifying that the structure or use has been constructed or will be used in compliance with all the applicable codes and ordinances of the City of Olathe.

**Child-Care Regulations** for licensing various day-care homes and group day-care homes for children in accordance with requirements of KSA [65-501](#) through [65-516](#), KAR [28-4-123](#) through [28-4-132](#) and amendments thereto.

**City** The City of Olathe, Kansas.

**Civic Space** A type of open space designed and designated for public or semi-public active use, located in an area visible and easily accessible to the public, and including a combination of pedestrian amenities and aesthetic elements such as plazas, benches, fountains, landscaping, art, clocks, towers, or recreational amenities. Civic spaces typically have a high percentage of impervious or semi-pervious surface area when compared to other types of open space, which generally have a low percentage of impervious surface area.

**Civic Use** Includes governmental administrative and business offices, colleges and universities (public or private), child-care, elementary and secondary schools (public or private), postal facilities, religious assembly, safety services, and transportation terminals.

**Commercial Districts** Districts O, C-1, C-2, C-3, C-4, D, and BP.

**Commercial Vehicle** A vehicle with or without its own motive power; with a chassis rated at one (1) ton or more; dimensions exceeding twenty (20) feet in total length, eight (8) feet in width, or seven (7) feet in height; and used primarily for the carrying of equipment, livestock, minerals, liquids or other commodities, or the carrying of persons in the performance of a transportation service. Commercial vehicles include hauling and advertising trailers if the total length of the bed or box exceeds eight (8) feet.

**Community Parking Facility** An off-site parking lot or garage that provides required parking for some or all of the uses within the D District or a Center Area (CA) of an N District.

**Compatible** Any properties, uses, designs or services capable of existing together without conflict or adverse effects while considering the Comprehensive Plan, corridor studies, design manuals, design guidelines, and other applicable studies, plans, and policies as approved by the Planning Commission and the Governing Body.

**Complex** A group of freestanding buildings, or buildings constructed in such a way as to give an appearance of being interrelated because of architectural similarity and/or interconnected drives and parking areas; or a building divided into three (3) or more separate offices, businesses or apartments; provided, that the building is not part of a large complex. A complex is limited to apartment complexes, office or business complexes, shopping centers and industrial parks.

**Comprehensive Plan** The Comprehensive Plan for the City adopted pursuant to KSA [12-747](#) et seq.

~~Concrete, Detailed Precast (using custom molds) or cast-on-site concrete that includes special finishes or design details such as geometric shapes or artistic designs.~~

~~Concrete Masonry Unit or "CMU" Large, rectangular blocks from cast concrete. Depending on the specific concrete materials or application, CMU may also be called concrete block, cement block, cinder block or foundation block.~~

~~Concrete Masonry Unit, Burnished A type of CMU that is polished after manufacture to highlight cement that includes naturally colored aggregates.~~

~~Concrete Masonry Unit, Flush/Plain CMU that has a plain, flush surface that has not been burnished to highlight naturally colored aggregates.~~

~~Concrete Masonry Unit, Split Faced A type of CMU that has a factory-produced stone-like texture produced by molding two (2) units together and splitting them apart to create a fractured appearance. Split-faced CMU is also sometimes called split-rib CMU.~~

Concrete, Plain Finish Precast or cast-on-site concrete that does not include special finishes or design details on visible surfaces.

~~Concrete, Precast Concrete cast in a reusable off-site mold or form and cured in a controlled environment before being transported to the construction site.~~

Corner Lot A lot on the junction of and abutting two (2) or more intersecting streets.

~~Corrugated Metal Sheet metal which has been drawn or rolled into parallel ridges and furrows to provide additional mechanical strength.~~

Crosswalk A designated pedestrian crossing on a drive or parking lot with some means employed to assist pedestrians wishing to cross from public connections to the development's amenities and to such primary structures, as identified by the applicant and staff, as indicated on the final site development plan.

Cul-de-Sac A street with only one (1) outlet and having an appropriate terminus for the safe and convenient reversal of traffic movements.

Curb Level The mean level of the curb in front of the lot or, in the case of a corner lot, along the abutting street, where the mean curb level is the highest.

Customary Passenger Vehicle A vehicle with its own motive power; not exceeding twenty (20) feet in overall length, eight (8) feet in width or seven (7) feet in overall height; and primarily designed to carry persons. Small pickup trucks, conversion vans, and sport utility vehicles ~~shall~~ must be considered as customary passenger vehicles.

Day-Care The provision of supervision, training, food, lodging or medical services to persons for less than twenty-four (24) hours a day. The supplemental use regulations define specific types of day-care facilities (⇔ See Section [18.50.035](#)).

Dedication The conveyance by a property owner or developer of private land for public use.

Deed A written instrument whereby property or property rights is conveyed.

**Deed Restriction** A private restriction on the use of land, attached in the deed to a property.

**Density** The number of dwelling units permitted per net acre of land.

**Detached** A building that does not have a wall, roof or other structural member in common with or in contact with another building.

**Detention Basin** A structure or facility, natural or artificial, which stores storm water on a temporary basis and releases it at a controlled rate.

**Developer** A person, firm or corporation undertaking the subdividing of land or the development of land, and ~~shall~~ must include the person, firm or corporation who is responsible for installing the public improvements on the land.

**Development** A manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

**Display Area or Lot** An off-street paved area designated for the advertisement or display of customary passenger cars, motor vehicles, recreational vehicles, boats, tractors and other motorized machinery except large construction equipment.

**Drive-in Service** See Section [18.50.040](#).

**Drive-through Service** See Section [18.50.040](#).

**Dwelling** A building or portion thereof designed exclusively for residential occupancy, including single-family, two-family and multifamily dwellings, but not including hotels or motels.

**Dwelling Unit** An enclosure containing sleeping, kitchen and bathroom facilities designed for and used or held ready for use as a permanent residence by one (1) family.



Easement A permanent or temporary grant of right by a landowner to the public, a corporation or other persons, of the use of a portion of a lot or tract of land for specified purposes where title to said portion of the lot or tract of land remains with the landowner.

Elevation The horizontal alignment of a surface, as it exists or as it is made by cut and/or fill.

Emergency Vehicle A vehicle used for the purpose of recovering and/or towing of disabled vehicles; that is used by a business, with an office and tow lot within the Olathe City limits, in the business of towing and recovery or wrecker service; that is registered with the Police Department of the City, Johnson County Sheriff or the Kansas Highway Patrol as being available for on-call vehicles recovery twenty-four (24) hours a day; that displays on the driver and passenger doors of the vehicle the towing business name, location and phone number.

~~Façade or Face The exterior wall of a building exposed to public view or that wall viewed by persons not within the building.~~

~~Façade, Primary Any façade that:~~

~~A. Faces or is visible from a public street, or a private drive or parking area that serves customers, residents or employees of the building's occupants, or~~

~~B. Has the primary customer entrance.~~

~~Façade, Secondary Any façade other than a primary façade.~~

Family One (1) or more persons who are related by blood or marriage, living together and occupying a single housekeeping unit with single kitchen facilities; or a group of not more than four (4) adult persons (excluding servants), living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities, on a nonprofit, cost-sharing basis; or a group of eight (8) or fewer unrelated disabled persons including two (2) additional persons acting as houseparents or guardians who need not be related to each other or to any of the disabled persons in residence.

Fence See Section [18.50.050](#).

Floodplain, Floodway and Floodway Fringe See Section [18.30.100](#), floodplain zoning.

Floor Area To determine the floor area and size of an establishment, "floor area" means the sum of the gross horizontal area of the several floors of the building measured from the exterior face of the exterior walls, or from the centerline of walls separating two (2) buildings. The floor area of a building includes basement floor area but not cellar floor with a headroom of seven (7) feet or less, penthouses for mechanical equipment, or attic space having headroom of seven (7) feet or less, interior balconies, mezzanines, and enclosed porches. However, any space devoted to off-street parking or loading is not included in floor area. The floor area of structures devoted to bulk storage of materials including, but not limited to, grain elevators and petroleum storage tanks ~~shall~~ [will](#) be determined on the basis of height in feet; i.e., ten (10) feet in height ~~shall~~ [must](#) equal one (1) floor.

Food Truck See Mobile Food Vendors, Chapter [5.30](#).

Frontage Means the length of all property fronting on a public street right-of-way.

Frontage Buildout The length of a front building façade compared to the length of the front lot line, expressed as a percentage.

Future Land Use Plan Means the map portion of the Comprehensive Plan which is the graphic representation of the City's land use goals, objectives and policies.

Garage An accessory building or portion of a main building primarily used for storage of motor vehicles.

Gas Extraction See Section [18.50.065](#).

~~Glass, Clear or Transparent Glass that is primarily transparent, without reflective coatings, that is used to visually link indoor and outdoor spaces. Transparent glass does not include faux windows that are not related to indoor spaces.~~

~~Glass, Spandrel Durable glass that is used to cover construction materials. It is often tinted or colored, and used to cover the space between building floors or other areas where the use of transparent glass is not possible. Spandrel glass may include faux windows.~~

Governing Body The Mayor and City Council of the City.

Grade A reference plane representing the average finished ground level adjoining the building at all exterior walls. When the finished ground level slopes away from the exterior walls, the reference plane ~~shall~~ must be established by the lowest point(s) within the area between the building and the lot line or, when the lot line is more than six (6) feet from the building, between the building and a point located six (6) feet from the building.

Green An open space available for unstructured recreation consisting of grassy areas and trees.

Greenway A series of connected natural areas for recreation and conservation that follows natural features such as ravines, creeks, streams, and other watercourses. Greenways may also consist of manmade linkages to provide connections between natural areas.

Gross Land Area All land contained within the boundaries of a particular lot or tract of legally described property, including all existing and proposed public and private streets and one-half of any abutting street rights-of-way, excluding state and federal highway rights-of-way.

Ground Cover Landscape materials, or living low-growing plants other than turf grass, installed in such a manner so as to form a continuous cover over the ground surface.

Hauling Trailer A trailer designed and normally used for over-the-road transportation of belongings, equipment, merchandise, livestock and other objects, but not equipped for human habitation. Hauling trailers are those trailers having a bed or box that does not exceed eight (8) feet.

Height of a Building or Structure See Section [18.30.110](#).

Highway A thoroughfare controlled and/or maintained by the Kansas Department of Transportation (KDOT).

Hobby Activity See Section [18.50.020.C](#).

Home Occupation See Section [18.50.070](#).

**Improvements** Any structure, grading, street surfacing, curbs and gutters, sidewalks, bikeways, crosswalks, water mains, sanitary sewers, storm sewers, drainage ditches, culverts, bridges, trees and other additions or deletions from the natural state of land which increase its utility or habitability.

**Indoor** Within a building which has a roof composed of weatherproof material, and which is enclosed on its perimeter with exterior walls composed of weatherproof materials.

**Industrial Districts** Districts M-1, M-2, and M-3.

**Inoperable Equipment or Parts** Any equipment or machine which is not in condition to be operated in a normal or customary manner. This is to include all manner of equipment or machines, or any major parts thereof such as body, chassis, engine, frame, wheels, tires or trailer portion of a tractor-trailer rig.

**Junk** Includes but is not limited to: older scrap copper; brass; rope; rags; batteries; paper; trash; rubber; debris; waste; junked, dismantled, scrapped or wrecked motor vehicle or parts thereof; iron; steel; or other old or scrap materials.

**Junkyard** An establishment or part thereof, which is maintained, operated, or used for storing, keeping, repairing, buying or selling junk, including any parts of vehicles, equipment, or machines or discarded or similar materials, or for the maintenance or operation of a salvage yard.

**Landowner** The legal or beneficial owner or owners of a lot or tract, or the holder of a contract to purchase or other person having an enforceable proprietary interest in a lot or tract. For purposes of Chapter [18.40](#), "landowner" includes any agent of the landowner.

**Landscape Material** Living materials such as trees, shrubs, ground cover, vines, turf grasses, and nonliving materials such as rocks, pebbles, sand, bark, brick pavers, earthen mounds (excluding pavement), and other items of a decorative or embellishment nature such as fountains, pools, walls, fencing, sculpture, etc.

**Landscaped Open Space** That part of the net land area which is free of streets, structures, or parking areas and provided to improve the drainage, microclimate and aesthetics of the site.

Such areas are usually landscaped and appropriately located to achieve maximum effect and appeal. Typically, the space includes lawn areas, shrubs and trees, walkways, paved terraces, sitting areas and outdoor recreational areas. Unpaved land areas within private or public street rights-of-way are not counted as landscaped open space unless they are in excess of minimum right-of-way standards.

**Landscaping** Bringing the soil surface to a smooth finished grade and installing sufficient trees, shrubs, ground cover and grass to soften building lines, provide shade and generally produce a pleasing visual effect of the premises.

**Loading Area** An off-street space on the same lot with a building or group of buildings for temporary parking of a commercial vehicle while loading and unloading merchandise or materials.

**Loading Dock** A platform, pier, or fixed hydraulic lift from which loading and unloading of commercial vehicles takes place.

**Lot** A parcel of land occupied, or to be occupied, by one (1) main building or unit group of buildings, and the accessory buildings or uses customarily incident thereto, including such open spaces as are required under these regulations, and having its principal frontage upon a public or private street. A lot as used in this ordinance may consist of one (1) or more platted lots or tracts, or parts thereof.

- A. Platted lot means a portion of a subdivision intended as a unit for transfer of ownership or for development.
- B. Corner lot means a lot abutting upon two (2) or more streets at their intersection. A corner lot ~~shall~~ will be deemed to front on that street on which it has its least dimension, unless otherwise specified by the City Planner, except that a lot made up of more than one (1) platted lot ~~shall~~ will be deemed to front on the street upon which the platted lots front.
- C. Double-frontage lot means a lot abutting upon two (2) or more streets, at least two (2) of which do not intersect.
- D. Interior lot means a lot whose side lot lines do not abut upon any street.

E. Through lot means an interior, double-frontage lot.

**Lot Coverage** That portion of the net site area which is covered by the ground floor of any structure, parking lots, and private streets and drives. Pools, tennis courts, sidewalks and plazas are not counted toward lot coverage.

**Lot Depth** The mean horizontal distance from the front lot line to the rear lot line.

**Lot Line** The boundary line of a lot.

A. Front lot line means that lot line abutting a street or private drive.

In the case of a corner lot where there are two (2) lot lines abutting intersecting streets, the front lot line ~~shall~~ must normally be the one with the shortest length.

B. Side lot line means any lot line which intersects the front lot line.

C. Rear lot line means any lot line which is not a front lot line or a side lot line.

**Lot Width** The horizontal distance between the side lot lines, measured at the front setback line or the front platted building line, whichever is greater.

**Lot-Split** The division of a platted lot into two (2) or more lots or portions thereof.

**Main Building or Main Structure**

The primary building or structure on a lot or a building or structure that houses a principal use.

**Major Street Map** The current official map adopted by the Governing Body in OMC Section [10.08.010](#) pursuant to KSA [12-765](#).

**Manufactured Home** See Section [18.50.100](#).

**Manufactured Home Park** A tract of land meeting the requirements of this ordinance containing suitable drives, utilities and other supporting elements, and devoted to the sole

purpose of accommodating mobile homes or manufactured homes on a permanent or a semi-permanent basis.

Manufactured Home Space That area of land within a manufactured home park set aside for use as a site for one (1) manufactured home, including the open spaces around said home.

~~Masonry Stone, brick, stucco, concrete (painted aggregate, exposed aggregate, split-face concrete units or decorative pattern), cement fiber board, or equivalent, permanent architecturally finished materials.~~

~~Mirror Glass Glass with a reflective metallic coating, as used for mirrors.~~

Mixed Use A tract of land, building or structure developed for two (2) or more different uses including but not limited to, residential, office, manufacturing, retail, or public.

Mobile Home A vehicle used, or so constructed as to permit being used, as a conveyance upon the public streets and highways and constructed in such a manner as will permit occupancy thereof for human habitation, dwelling or sleeping places for one (1) or more persons; provided further, that this definition ~~shall~~ must refer to and include all portable contrivances used or intended to be used generally for living and sleeping quarters and which are capable of being moved by their own power, towed or transported by another vehicle.

Motel or Motor Hotel A building or group of buildings containing one (1) undivided tract or parcel of land with a group of individual private units, each provided with separate sleeping room or rooms, having bath, lavatory and toilet facilities, designed and to be used primarily for transient guests traveling by automobile.

Motor Vehicle A motorized vehicle for use on streets or highways, including customary passenger vehicles and motor homes. Does not include trailers.

Motor Vehicle, Dismantled That a number of useful parts, including but not limited to tires, batteries, doors, hoods, or windows have been removed from the motor vehicle as to render the motor vehicle unsafe to operate.

**Motor Vehicle, Inoperable** A motor vehicle which cannot be driven away in a safe condition, other than wrecked, scrapped, ruined or dismantled vehicles.

**Motor Vehicle, Ruined** A motor vehicle which is substantially damaged to the extent that it is valueless or useless as an operable motor vehicle.

**Motor Vehicle, Scrapped** Has no value as an operable motor vehicle or parts thereof and most of the motor vehicle and parts thereof to be useful only as materials for reprocessing, remelting, remanufacturing, or disposal for salvage or scrap material.

**Motor Vehicle, Wrecked** Those motor vehicles which have more than twenty-five (25) percent of the vehicle in damaged condition externally as to render it unsafe to operate.

**Native Vegetation Plant types** historically located in the Olathe geographic area as part of the tall grass prairie ecosystem.

**Natural Features** The physical characteristics of properties that are not manmade (e.g., soil types, geology, slopes, vegetation, surface water, drainage patterns, aquifers, recharge areas, climate, floodplains, aquatic life, and wildlife).

**Neighborhood** A subarea of the City in which the residents share a common identity focused around public facilities and social institutions or other common features, and generally within walking distance of their homes.

**Net Acre** An acre within the perimeter of a development tract after excluding all dedicated arterial street rights-of-way.

**Net Site Area** The land area of a lot, tract or property, excluding all areas dedicated to the City, such as open space, park and greenways, and public street and alley rights-of-way, as are required by this ordinance. Easements which remain under private ownership are calculated as part of the net site area.

**Nonconforming Use** A nonconforming situation that occurs when property is used for a purpose or in any manner made unlawful by the use regulations or development and



performance standards applicable to the zoning district in which the property is located. The term also refers to the activity that constitutes the use made of the property.

Official Zoning Map The zoning map adopted by the City pursuant to KSA [12-753](#).

~~Opaque Glass Not transparent or translucent.~~

Open Space Any parcel or area of land or water set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space. Open space may include common, active and landscaped areas, as well as, areas of natural preservation. Includes squares, plazas, greens, preserves, parks, and greenways.

Open Space, Active That part of the net site area of a development that may be improved or set aside, dedicated, designated or reserved for recreational use such as swimming pools, play equipment for children, ball fields, picnic tables, sports courts, etc.

Open Space, Common That part of the net site area of a development, not individually owned or dedicated for public use, that is designed and intended for the common use or enjoyment of the residents of a development.

Open Space Improvements Includes swimming pools, tennis courts, basketball courts, sports fields, recreation centers, and community meeting halls.

Open Space, Landscaped That part of the net site area which is free of streets, structures, or parking areas and provided to improve the drainage, microclimate and aesthetics of the site. Such areas are usually landscaped and appropriately located to achieve maximum effect and appeal. Typically, such space includes lawn areas, shrubs and trees, walkways, paved terraces, sitting areas and outdoor recreational areas. Unpaved land areas within private or public street rights-of-way are not counted as landscaped open space unless they are in excess of minimum right-of-way standards.

Ordinance The Unified Development Ordinance.

**Other Motorized Machinery and Equipment** A vehicle or equipment not generally used on streets or highways and designed for use during construction, landscaping, farming and similar activities. Examples include tractors, combines, backhoes, graders, cranes, etc.

**Overhead Door** A door that allows passenger vehicles or trucks to enter or exit a building.

**Overlay District** A district which acts in conjunction with the underlying zoning district or districts.

**Park** An open space, available for recreation, consisting of paved paths and trails, some open lawn, trees, open shelters, or recreational facilities.

**Parking Area or Lot** Any portion of a parcel of land used for parking or storage of operable motor vehicles on a temporary (less than twenty-four [24] hour) basis which is connected with a street or alley by a paved driveway which affords ingress and egress for motor vehicles.

**Parking Area or Lot, Pervious Surface** A parking lot where the spaces are not in a covered building and where the surface is composed of porous pavement or similar surface that complies with Chapter [18.30](#).

**Parking Space** An enclosed or unenclosed paved area permanently reserved for the temporary (less than twenty-four [24] hour) storage of motor vehicles and connected with a street or alley by a paved driveway which affords ingress and egress for motor vehicles.

**Permit, Building** A permit issued by the Building Official which authorizes the construction, reconstruction, alteration, enlargement, conversion, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure.

**Permit, Special Use** A specific approval for a use that has been determined to be more intense or to have a potentially greater impact than a permitted or conditional use within the same zoning district.

**Planned Zoning District** The zoning of a lot or tract to permit that development as specifically depicted on plans approved in the process of zoning that lot or tract.

Planning Official The City Official with responsibility to administer this title as provided in Chapter [18.80](#). This includes the Planning Official or designee.

~~Plastic (Columns, Details, Etc.) A durable, synthetic fiberglass or vinyl material used for architectural elements such as columns or details.~~

Plat A map depicting the division or subdivision of land into lots, blocks, parcels, tracts, units or other portions thereof.

- A. "Plat, final" means a drawing of a permanent nature showing the precise location and dimension of such features as streets, lots, easements and other elements pertinent to transfer of ownership and prepared for permanent record.
- B. "Plat, preliminary" means a drawing showing the proposed general patterns of streets, lots and land uses within a tract to be subdivided.

Plaza An open space at the intersection of important streets, set aside for civic purposes and commercial activity, including parking; consisting of durable pavement and formal tree plantings.

Portable Storage Container Any container designed for the storage of personal property, including but not limited to metal or steel boxes, shipping containers, intermodal containers, converted semi-truck trailers and box truck beds, used to store or transport household goods, building materials, wares, or merchandise that is typically delivered and removed by a vehicle. This does not include accessory buildings, sheds, or trailers utilized on construction sites.

Preserve Open space that preserves or protects a critical environmental feature or other natural feature.

Recreational Vehicle See OMC Sections [6.06.030](#) and [10.01.001](#).

Recycling Collection Point An accessory use or structure that serves as a drop-off point for recyclable materials. The temporary storage of such items would be permitted, but no processing would be allowed.

**Redevelopment** The redesign or rehabilitation of existing properties.

**Regulatory Flood Elevation** The elevation indicated in the Flood Insurance Study as the elevation of the one hundred (100) year flood.

**Residence** See "dwelling unit."

**Residential Districts** Refers to zoning districts A, R-1, R-2, R-3, and R-4.

**Resubdivision** A change in a map of an approved or recorded subdivision plat, if such change affects any street layout on such map or area reserved for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption date of this ordinance.

**Retail Sales, Accessory** An establishment engaged in sales of goods, such as: furniture and home furnishings, electronics and appliances, sporting goods and hobbies, books, periodicals and music, tobacco sales, department stores, florists, office supplies and stationery, gifts and novelties, pets, hardware, pawn shops, video stores and auto parts. This classification includes the retail sales or rental of merchandise not specifically listed under another use or classification.

**Retention Basin** A reservoir designed to retain storm water runoff on a relatively permanent basis with the primary release of water being through evaporation or infiltration into the ground.

**Rezoning** An application for amendment of the zoning district classification applicable to one (1) or more specific lots or tracts.

**Right-of-Way or Rights-of-Way** The total width of any land reserved or dedicated as a street, alley, sidewalk, or for other public or private use.

**Rule Exception** The allowing of a subdivision to deviate from one (1) or more specific standards and requirements of these rules and regulations.

**Runoff** The surface water discharge and rate of discharge of a given watershed after a full rain or snow that does not enter the soil but runs off the surface of the land.

**Salvage Yard** Any establishment or part thereof, which is maintained, used or operated for storing, keeping, buying, repairing, or selling any wrecked, scrapped, ruined, and/or dismantled motor vehicles or parts thereof.

**Satellite Dish Antenna** See Section [18.50.180](#).

**Screening** A method of visually shielding or obscuring one abutting or nearby structure or use from another by the use of berms, densely planted vegetation, fencing, or walls.

**Sedimentation** The process by which soil or other surface material is accumulated or deposited by wind, water, or gravity.

**Setback Line** A line, parallel to the respective lot line and internal to the lot, which defines the required building setback as specified in the district regulations.

- A. Front setback line ~~shall~~ [must](#) be parallel to the front lot line and ~~shall~~ extend from side lot line to side lot line.
- B. Rear setback line ~~shall~~ [must](#) be parallel to all rear lot lines and ~~shall~~ extend from side lot line to side lot line.
- C. Side setback lines are parallel to any side lot line and extend from the front setback line to the rear setback line.
- D. See Section [18.30.220](#) for private street setback requirements.

**Setback or Building Setback or Yard Setback** That area between a lot line and the respective setback line which ~~shall~~ [must](#) remain unobstructed by buildings or structures from the ground to the sky, except as may be specifically permitted by other provisions of the Unified Development Ordinance (UDO).

**Shopping Center** A group of commercial establishments planned, developed, owned or managed as a unit, related in size (gross floor area) and type of shops to the trade area that the unit serves, and with off-street parking provided on the property.

**Side Path** A shared path located immediately adjacent and parallel to a roadway.

**Sight Distance** A triangular shaped portion of land established at street intersections in which nothing is erected, placed, planted or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving an intersection.

**Sign** Any framed, bracketed, free-formed, or engraved surface which is fabricated to create words, numerals, figures, devices, designs, trademarks or logos, which is mounted on or affixed to a building or the ground, and which is sufficiently visible to persons not located on the lot where such device is located to attract the attention of such persons or to communicate information to them. Sign includes sign supports.

**Site** The existing lot of record proposed for land development, including subdivision.

#### Site Development Plan

A. Site development plan, preliminary means a plan showing design of streets, driveways, entrances, limits if no access lines, major/minor drainage area, utility layouts, proposed uses (residential, commercial, industrial, or comparable uses), open areas, parks, tree preservation, and other significant features of the tract.

B. Site development plan, final means a detailed drawing (to scale) showing the proposed development of a specified parcel of land, including the location and design of building, easements, utility layouts, parking arrangements, public access, street patterns, drainage controls, existing vegetation and natural features, landscaping, lighting and other similar features.

**Square** An open space consisting of paved walks, lawns, trees, and civic buildings that may encompass an entire block, is located at the intersection of important streets, and is set aside for civic purposes.

**Stable** A structure or premises for the keeping of horses, ponies or mules.

~~Standard Metal Lap Siding Metal building siding consisting of beveled boards wider and longer than clapboards.~~

~~Stone, Modular A panelized system of individual natural stone components assembled in panels for use as a cladding material.~~

~~Stone, Synthetic An architectural concrete building unit manufactured to simulate natural cut stone.~~

~~Stone, Veneer A decorative building material composed of thin natural stone components, which may be laid individually or assembled in panels.~~

Storage Area or Lot Any off-street area designated and used for the placement, keeping, holding and storage of inoperable vehicles, vehicles awaiting repair, and parts thereof; building materials, supplies and equipment; trailers; heavy construction equipment and other motorized vehicles and equipment, but not for junkyard or salvage yard purposes.

Storage or Stored The keeping of items, equipment, vehicles, trailers or materials for a period of time longer than would be involved in the normal day-to-day use or consumption of the same.

Story That part of a building included between the surface of one (1) floor and the surface of the floor above or, if there is no floor above, that part of the building which is between the surface of the floor and the ceiling next above. A top story attic is a half-story when the main line of the eaves is not above the middle of the interior height of such story. The first story is a half-story when between fifty (50) and seventy-five (75) percent of the area of its exterior walls is exposed to outside light and air entirely above grade in which exterior walls contain windows or doors permitting the entrance of daylight and outside air. When less than fifty (50) percent of the area of the walls of the first story is exposed to outside light and air entirely above grade, that story ~~shall~~ must be classed as a basement and in the case of multifamily dwellings may not be occupied as a residence by other than a caretaker or manager.

Street A right-of-way or easement affording vehicular access to abutting properties designated as a street, avenue, highway, road, boulevard, lane or throughway. The following are street types:

- A. Collector street means a street which provides traffic circulation within residential areas. Land access is a secondary function of the

collector. The collector distributes trips from the arterials to the local street network.

B. Local street means a street which provides direct traffic access to abutting land in residential areas.

C. Major arterial means a street or highway that provides for rapid and efficient movement of large volumes of through traffic between sections of the City and across the urbanized area. It is not primarily intended to provide land access service.

D. Minor arterial means a street which provides for the through traffic movement between areas and across the City. A minor arterial accommodates trips of moderate length at a somewhat lower level of service and lower operating speeds than the major arterial.

E. Private street means an easement which affords principal access to property abutting thereon, which easement is owned, controlled and maintained by persons other than the public.

F. Public street means a right-of-way which affords the principal means of vehicular access to property abutting thereon which right-of-way has been dedicated to the public for such use.

G. Service street means a street which provides traffic circulation within commercial and industrial developments and complexes from the arterial street system.

**Street Line** The dividing line between the street right-of-way and the abutting property commonly known as the property line.

**Streetscape** The area within street right-of-way that contains sidewalks, street furniture, landscaping, or trees.

**Structural Alteration** Any change in the supporting members of a building, such as bearing walls, columns, beams or girders.



Structure Anything constructed or erected, which requires location on the ground, or attached to something having a location on the ground, not including portable storage containers.

~~Stucco, Genuine, Detailed A mortar mixture (usually composed of cement, sand and hydrated lime) used for siding, which is scored to appear as panels or to create design effects to provide visual interest and a sense of scale.~~

~~Stucco, Synthetic /EIFS A siding composed of foam insulation board or cement panels secured to walls and finished to appear similar to genuine stucco.~~

~~Stucco, Synthetic /EIFS (Detail Only) An architectural detail such as an accent, trim, cornice, sill, band, molding, column, pilaster or ornament that has a synthetic stucco exterior.~~

~~Stucco, Synthetic (Panels) A flat, plane surface with a synthetic stucco exterior, and surrounded by moldings, channels, or other surfaces in different planes.~~

Subdivider A person, firm or corporation undertaking the subdividing of land.

Subdivision Except for lot-split as defined below, means the division of a lot, tract or parcel of land into two (2) or more lots, plots, sites or other division of less than twenty (20) acres, including a resubdivision of land and vacation of streets, lots or alleys. The creation of a street, alley or other public way by dedication ~~shall~~ must be deemed a subdivision.

Technical Specifications and Design Criteria (TSDC) Public improvement specifications and criteria as established in the City's Technical Specifications and Design Criteria, February 1990, and as amended.

Temporary Structure A structure that is to be removed within a designated time period, or after an activity or use for which the temporary structure was erected has ended.

Tract A single unit of real property under one (1) ownership, which may be platted or unplatted.

Trailer A vehicle equipped with wheels and normally towed over the road behind a motor vehicle. A trailer including any advertising trailer or hauling trailer.

**Transient Merchant** Any person, principal or agent who engages in a merchandise business or services from a temporary location or structure in the city, and for the purpose of carrying on such a business or service hires, leases or occupies any land, structure or trailer or truck for the exhibition and sale of such goods, wares or merchandise and including the sale of any article, food, beverage, fruit, vegetable or farm product.

**Unified Development Ordinance (UDO)** Ordinance No. [14-39](#), as amended, that adopted and amended this document by reference.

**Up To** Has the same meaning as "not exceeding." For example, a height of "up to" seventy-five (75) feet has the same meaning as a height "not exceeding" seventy-five (75) feet.

**Use** The purpose or activity for which the land, or building thereon, is designed, arranged or intended, or for which it is occupied or maintained.

**Use, Permitted A** use permitted by right without the need for special administrative review and approval.

**Use, Principal** The main use of land or buildings as distinguished from a subordinate or accessory use. The principal use may be either a permitted or a special use.

**Use, Special A** use either public or private, which, because of its characteristics, cannot be classified as a permitted use in a particular district or districts.

**Use, Temporary** Any use designed, built, erected or occupied for short and/or intermittent periods of time and ~~shall~~ [must](#) include tents, lunch wagons, dining cars, trailers and other roofed structures on wheels or other supports used for business, storage, industrial, institutional, assembly, educational or recreational purposes.

**Utility Facility, Accessory to Permitted Use** A facility for the distribution of gas, electricity, water, steam, hot water, chilled water and landline communication to a principal building or structure on the same lot or property.

**Variance** A variation from a specific requirement in this ordinance applicable to a specific piece of property.

~~Vinyl Siding Plastic exterior siding for a house, used for decoration and weatherproofing, imitating wood clapboard.~~

Waiver A process for alleviating a specific requirement in this ordinance.

Watercourse A channel in which a flow of water occurs, either continuously or intermittently, and in the latter, with some degree of regularity. Such flow must be in a definite direction and cover a prescribed area. Watercourses may be either natural or artificial, and both may occur either on the surface or underground.

Watershed A land area, also known as a drainage area, which collects precipitation and contributes runoff to a receiving body of water or point along a watercourse.

Yard An open space at grade between a building and the adjoining lot lines. See Section [18.30.270](#).

Zero-Lot Line Dwelling A dwelling built adjacent to an interior side lot line with a yard adjacent to the opposite side lot line.

Zoning The division of the City by legislative regulations into areas, or zones, which specify allowable uses for real property and size and density restrictions for buildings within these areas.

Zoning Amendment An application to change or remove stipulations approved with a rezoning ordinance.

Zoning Certificate A certificate issued by the City Planner, certifying that any proposed use, building, or structure to be located on a lot is in accordance with all of the regulations of this ordinance.

Zoning District Section or sections of the City for which the regulations governing the use of buildings and lands are uniform for each class or use permitted therein."

**SECTION ELEVEN:** Existing sections 18.01.020, 18.30.010, 18.30.080, 18.30.130, 18.30.135, 18.30.160, 18.30.240, 18.50.180, 18.50.190 and 18.90.020 are hereby specifically repealed.

**SECTION TWELVE:** This Ordinance shall take effect from and after its publication as provided by law.

**PASSED** by the Governing Body this 19<sup>th</sup> day of November 2019.

**SIGNED** by the Mayor this 19<sup>th</sup> day of November 2019.

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Mayor

ATTEST:

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City Clerk  
(Seal)

APPROVED AS TO FORM:

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City Attorney



## Staff Report

**Planning Commission Meeting: October 14, 2019**

<b>Application:</b>	<b><u>UDO19-0005: Unified Development Ordinance Amendments</u></b>
<b>Applicant:</b>	City of Olathe, Public Works – Planning Division
<b>Staff Contact:</b>	Zachary Moore, Planner II

Staff has recently been working on a rewrite of Chapter 18.15 of the Unified Development Ordinance (UDO), pertaining to building and site design standards (UDO19-0001) and other associated housekeeping items. The screening and lighting requirements were previously provided to the Planning Commission in April 2019 as part of the rewrite to Chapter 18.15, however, staff determined that it was more appropriate to locate these items in another chapter and are being presented now.

Included in this update is also proposed language pertaining to parking for truck trailers when a facility is gated. Draft language for this update was provided to the Planning Commission on July 22, 2019. However, staff requested the update be held to a later date to allow more time to collaborate with industry representatives. From these discussions, staff reviewed the Section further and revisions were made.

Lastly, while preparing the draft for the identified updates in Chapter 18.30, additional opportunities emerged for several housekeeping updates. These updates will help increase clarity of existing standards and improve readability for the reader.

Below is a detailed summary of each updated UDO section prepared by staff. As mentioned above, updates pertaining to screening and lighting were previously presented to the Planning Commission during workshops in April 2019. A redline version of each update is also attached to this report.

## UDO AMENDMENTS – SECTION ONE: DEVELOPMENT CRITERIA

The following updates are those addressing development standards. These updates will help to provide clear and transparent expectations for applicants and property owners. It will also aid staff in our reviews so that information is more readily accessible and to improve the readability for the public.

### 1. **Section 18.30.130.I, Development Standards - Landscaping, Buffers and Screening (Screening)**

**Recommendation:** Update screening section to include rooftop equipment.

**Reason:** Currently, screening requirements for rooftop equipment is in Section 18.15 Building Design Standards. As part of the UDO rewrite for building and site design standards, staff identified that these requirements are more suited to be located with the screening section of the development standards. This will guide readers to one Section of the UDO for all screening requirements.

**Recommendation:** Include new language for screening of trash enclosures and other containers.

**Reason:** Enclosures currently state material requirements for screening on all four sides. However, current standards do not provide the reader with a clear understanding of what type of material or style the enclosures should be designed to. Staff is adding language to state the materials used must be compatible with the principle building architecture and color. Updates to this section also include identifying enclosures to be incorporated into the principle building or located in the rear portion of the site.

**Recommendation:** Add language to clarify expectations for identifying mechanical equipment on site development plans.

**Reason:** Current UDO requirements identify methods for how utility and mechanical equipment should be screened. However, staff is finding the location and method of screening utility equipment is not included on the site development plans or building elevations. Staff is recommending adding language to clarify what is required at the time of plan approval for where equipment will be located and how it will be screened.

### 2. **Section 18.30.130.J, Development Standards - Landscaping, Buffers and Screening (Buffers)**

**Recommendation:** Add requirement for Type 4B and Type 5B landscape buffers to include plantings.

**Reason:** Currently Section 18.30.130.J identifies nine (9) different buffer types for developers to choose from and the number of required plantings within them. However, there two of these buffer types (types 4B and 5B) that are open green space areas with no required vegetation. Staff is recommending these buffer types include plant materials to create additional opportunities for plantings and natural buffers between uses as needed. The requirement will allow the applicant to propose the amount and type of plant material used at the time of plan approval.

**3. Section 18.30.135, Development Standards - Lighting**

**Recommendation:** Add requirements for exterior building mounted lighting.

**Reason:** Section 18.30.135 outlines lighting requirements for parking areas only. Staff is recommending adding language to identify the type and color of lighting required when fixtures are cast on to a building or sign.

**4. Section 18.30.160, Development Standards – Parking and Loading**

**Recommendation:** Add a requirement for gated facilities to provide on-site parking areas for delivery vehicles and truck trailers.

**Reason:** The City has been experiencing higher volumes of truck trailers parking on public streets and highway ramps because distribution warehouses are commonly gated and provide limited access for deliveries. With drivers unable to park on-site and the hours of drive time restricted by the Federal Department of Transportation (DOT), congestion and sight distance issues are rising in these areas because of where they are parking. The recommendation to add on-site parking areas for delivery vehicles and truck trailers is intended to park vehicles until loading and unloading occurs, to reduce or eliminate congestion on public streets and highway ramps.

Staff collaborated with industry stakeholders on the proposed language.

**5. Section 18.30.240 Development Standards – Tree Preservation**

**Recommendation:** Require a tree preservation plan prior to removal of trees on site.

**Reason:** Currently, Section 18.30.240 does not require review of tree removal unless it is associated with an application for a plat, rezoning, or final development plan, which has resulted in loss of large groves of trees without the City's knowledge. To address this, staff is recommending requiring review and approval by the City regardless of an active case pending. The requirement is meant to provide City awareness for protection and preservation of trees while not creating a hardship for smaller lots or residences. Therefore, this would only be required when removing more than 20% of woodland on residential properties in excess of 10 acres in size and all other properties 5 acres in size or more.

## UDO AMENDMENTS – SECTION TWO: HOUSEKEEPING UPDATES

The following updates are considered housekeeping items as they correct verbiage or inconsistencies to reflect current practice. The items below do not create new standards, nor do they add new sections to the UDO.

### 1. **Section 18.30.010 Development Standards - Purpose**

**Recommendation:** Remove verbiage referencing Building Design Standards.

**Reason:** Currently the purpose statement for 18.30 references standards for building design. This update simply removes references to standards which no longer exist within this Chapter.

### 2. **Section 18.30.080 Development Standards – Easements**

**Recommendation:** Update misspelling of subsection header.

**Reason:** Staff is simply correcting the spelling of applicability.

### 3. **Section 18.30.130.H.4 Development Standards – Landscaping, Buffers and Screening**

**Recommendation:** Update code reference to reflect the accurate section of code.

**Reason:** Section 18.62.070 is the incorrect section reference and staff is simply updating the section number to point the reader to the appropriate section of code.

### 4. **Section 18.50.180 Supplemental Use Regulations**

**Recommendation:** Update code reference to reflect accurate section of code.

**Reason:** Section 18.50.180.C.2.b references Section 18.30.130.H.4 for equipment screening requirements. This is the incorrect reference and staff is updating the section number to point the reader to the appropriate section of code.

### 5. **Section 18.50.190 Supplemental Use Regulations – Signs**

**Recommendation:** Clarify definitions for awning signs and freestanding signs.

**Reason:** The definition for Freestanding Sign is being updated to provide clear examples for where these types of signs are located. In addition, the definition for awning sign also includes language on design type which is located in another section of the UDO and not appropriate here.



## **6. Section 18.90.020 Definitions**

**Recommendation:** Update resource reference for terms not found within the UDO.

**Reason:** Currently 18.90.020 points the reader to “A Glossary of Zoning, Development and Planning Terms” which is an outdated resource for industry terminology. Staff is updating the reference to recent version of “The Planner’s Dictionary” published by the American Planning Association.

**Recommendation:** Remove industry terms from Definitions chapter to reflect recent UDO updates.

**Reason:** All architecture terms and their associated definitions are now located in Chapter 18.15.

## **7. All Sections listed above**

**Recommendation:** Replace the word “shall” with must or will.

**Reason:** Legal and Planning communities are moving to a strong preference for “must” as the clearest way to express a requirement or obligation. The word “shall” is ambiguous and rarely occurs in everyday conversation. Staff has updated and replaced all references to “shall” in line with best practices recommended by the American Planning Association.

## **Staff Recommendation:**

These updates consist of amendments which will help to increase readability, provide clear direction for expectations for development, and assist in development reviews. Staff recommends approval of the proposed amendments to the Unified Development Ordinance (UDO), as detailed in the attached UDO Amendments Exhibit for the following Chapters 18.30., 18.50., and 18.90., as presented.

### **18.30.010 Purpose**

*This chapter provides regulations for infrastructure, ~~building design, and~~ site design and layout to:*

- protect the public health, safety and welfare of the City and its residents;*
- guide public and private policy and action in providing adequate and efficient transportation, water, sewerage, drainage, schools, parks, recreation facilities and other public facilities and requirements;*
- provide the most beneficial relationship between the uses of land and buildings,*
- provide efficient, multi-modal circulation throughout the City, particularly in order to avoid congestion in the streets and highways, and to provide for the proper location and width of streets and building lines in accordance with the Major Street Map;*
- establish reasonable standards of design and procedures for site plans, subdivisions and resubdivisions, in order to encourage the orderly layout and use of land;*
- ensure that public facilities are available and will have a sufficient capacity to serve the proposed subdivision;*
- prevent pollution of the air and waterways;*
- encourage the wise use and management of natural resources throughout the City;*
- preserve the natural beauty and topography of Olathe and to ensure appropriate development preserving natural features; and*
- secure dedication of public improvements that conform to City standards, specifications and the Capital Improvement Program.*

## 18.30.080 Easements

### A. Utility Easements

#### 1. Applicability

Utility easements ~~shall~~ must be provided where a public or private utility is required by this chapter.

#### 2. Location

The utility easements ~~shall~~ must be adjacent to the existing and/or proposed right-of-way, and be centered on rear or side lot lines.

#### 3. Width

Utility easements ~~shall~~ must be at least fifteen (15) feet wide when dedicated for a City utility, for ten (10) feet wide when dedicated for any other utility placement. A sanitary or drainage easement, which is combined with another utility for a dual-purpose easement, ~~shall~~ must be at least twenty (20) feet wide. However, the City Engineer may increase or decrease the required easement width where required by local conditions and pipe size.

#### 4. Dedication

The utility easements ~~shall~~ must be dedicated to the City of Olathe or to the utility provider for their intended purpose.

### B. Common Driveways

See § [18.30.050.E](#).

### C. Drainage

#### 1. ~~Applicability~~Applicability

If a subdivision is traversed by a watercourse, drainage way, channel, stormwater infrastructure, stream or the regulatory floodplain, then a storm water easement ~~shall~~ must be provided.

#### 2. Width and Configuration

- a. The easement ~~shall~~ must conform substantially to the lines of the watercourse.

- b. The easement ~~shall~~ must have sufficient width and construction to provide adequate storm water drainage and maintenance access.
- c. Drainage easements ~~shall~~ must be a minimum of fifteen (15) feet for enclosed structures and twenty (20) feet for open (paved or grass lined) channels where they cross private property. The City Engineer may adjust the required width where needed to comply with subsection b above.

### 3. Location

- a. Drainage easements ~~shall~~ must be separate from utility easements.

### 4. Recreational Easements

Recreational easements are required where parks or open space areas on plats are public, part of a public park or open space, or provide a connecting link to public recreational use areas such as lakes, parks and multi-purpose trails.

### 5. Public Easements

Public utility easements ~~shall~~ must be provided when necessary and be adjacent to the proposed right-of-way. The minimum width ~~shall~~ must be at least ten (10) feet wide and dedicated to the City of Olathe for the purpose of placing water and sanitary sewer lines. (Ord. 10-57 § 3, 2010; Ord. 02-54 § 2, 2002)

## 18.30.130 Landscaping, Buffers and Screening

*This chapter protects and preserves the appearance, character, health, safety and welfare of the City. Specifically, these regulations:*

- *Preserve and protect existing vegetation and trees;*
- *Maintain and improve environmental conditions by providing shade, air purification, oxygen regeneration, ground water recharge and decreased stormwater runoff;*
- *Abate noise, glare and heat;*
- *Encourage the use of xeriscaping and environmentally sustainable design/principles; and*

- *Improve the aesthetic quality and appearance of developed properties by establishing minimum landscaping, buffering and side design standards.*

## **A. Applicability**

1. This section applies to any final site development plan or building permit.
2. This section does not apply to:
  - a. Agricultural uses in the "A" Agriculture district.
  - b. Any development in the "D" Downtown district.

## **B. General Requirements**

1. All land area subject to a final site development plan and issued a building permit, which is not paved or covered by buildings, ~~shall~~ must be brought to finished grade and planted with turf, native grasses, or other appropriate ground covers.
2. The American Standard for Nursery Stock (see Technical References in Chapter [18.90](#)) applies to any technical landscaping term not already defined in this title.
3. The Planning Official ~~shall~~ will maintain/update the following preferred lists in order to meet City landscaping standards: trees and shrubs; street trees; and prohibited trees and shrubs.
4. Development constraints and conditions vary greatly among sites. The Planning Official may therefore approve landscape plans that deviate from strict compliance with this section, including the applicability of any subsection to a particular development, if the purpose and intent of this section (including any subsection) are met. Any proposed deviation ~~shall~~ must be clearly identified on the proposed landscape plan, which ~~shall~~ will be accompanied by a written description of the proposed deviation(s) and an explanation of how the purpose and intent of this section (including any subsection) are met by the proposed revised landscape plan.
5. If landscaping is not installed, maintained and replaced as needed to comply with the approved plan and/or building permit plans, the owner and its agent or agents are considered in violation of the terms of the certificate of occupancy.

## **C. Landscape Plan**

All plans submitted in support of a final site development plan or building permit ~~shall~~ must include a landscape plan sealed by a landscape architect licensed to practice in the state of Kansas. The

Planning Official may waive this requirement for smaller projects such as expansions, renovations, and sign installations. The landscape plan ~~shall~~ must include the information required by Chapter [18.94](#).

## **D. Species and Installation**

### **1. Generally**

All landscape materials ~~shall~~ must be installed in accordance with the current planting procedures established by the most recent edition of the American Standard for Nursery Stock.

### **2. Design Principles**

- a. Landscape design and species ~~shall~~ must be used to create visual continuity throughout the development.
- b. Landscape coordination ~~shall~~ must occur among all phases of the development area.
- c. Trees, shrubs and other landscaping materials depicted on the approved final site development plans are considered site improvements in the same manner as parking, building materials and other details.
- d. A variety of different species (including both deciduous and evergreen species) ~~shall~~ will be incorporated into the site design to provide visual interest, as well as disease and pest resistance.
- e. At least one-third ( $\frac{1}{3}$ ) of the plantings ~~shall~~ must be evergreen species.
- f. Plant materials ~~shall~~ must be placed intermittently against long expanses of building walls, fences and other barriers to create a softening effect.
- g. Earthen berms and existing topography ~~shall~~, whenever practical, be incorporated into the landscape treatment of a site.
- h. Required landscape plantings ~~shall~~ must be coordinated with the location of utilities, driveways and traffic sight distance triangle areas.
- i. Trees ~~shall~~ must not be placed within public utility easements, but within adjacent areas that do not conflict with such public easements and meet site landscaping requirements.

- j. Planting design ~~shall~~ will coordinate the locations of trees to allow access to utilities with minimal disruption to the trees and their supporting root systems, while avoiding increased service costs to the utilities.
3. The Planning Official may approve exceptions to the location and spacing of trees to accommodate the location of public utilities.
4. Any area of a site not intended for a specific use, including a commercial pad site intended for future development, ~~shall~~ must be seeded unless retained in its natural state. In all cases the site ~~shall~~ will be maintained.
5. Vegetative stabilization and management techniques ~~shall~~ must be used at a site after construction is completed. The applicant ~~shall~~ must protect disturbed areas from any unnecessary run-on of stormwater from adjacent sites.

## 6. Approved Species List

The Planning Official ~~shall~~ will publish a comprehensive list of approved planting materials (the "approved species list"), and nuisance species or prohibited plants that are prohibited in required landscape areas. The applicant ~~shall~~ will select planting materials corresponding with the approved species list. The Planning Official may approve a landscape plan with species not shown on the approved species list if:

- a. The species are comparable in appearance and durability to the approved species; and
- b. Are normally grown in northeastern Kansas, or are adaptable to the climate and growing conditions of northeastern Kansas and are not invasive.

## 7. Minimum Plant Specifications

Minimum planting specifications are:

Category	Specifications
<b>Deciduous shade trees</b>	2½- to 3-inch caliper measured 6 inches above ground
<b>Evergreen trees</b>	6 to 8 feet in height
<b>Small deciduous or ornamental trees</b>	1- to 1½-inch caliper measured 6 inches above ground. For multi-trunk clusters (3 or more trunks) the smallest trunk <del>shall</del> <u>will be at least</u> be ¾ inch.

Category	Specifications
<b>Deciduous and Evergreen Shrubs</b>	24-inch-high plant size. Spacing from 3 to 5 feet apart depending upon species. Native plants should use the largest size available in the area. The seed stock for native plants <del>shall</del> <u>must</u> be grown within a 200 mile radius of the job site.
<b>Ground cover plants</b>	Ground cover <del>shall</del> <u>will</u> be planted in a number as appropriate by species to provide 50 percent surface coverage.

## 8. Turf

- a. Turf ~~shall~~ will be used where necessary to provide coverage and soil stabilization.
- b. Seeding may be approved in lieu of turf at the time of final site development plan approval by the Planning Commission, or, in the case of plats, by the Planning Official.

## 9. Native Vegetation, Drought Resistance/Xeriscape and Irrigation

- a. Native vegetation and drought resistant plant material ~~shall~~ will be used wherever possible.
- b. If native vegetation or drought resistant plant materials are not used, then an irrigation system ~~shall~~ must be installed to provide water during a three (3) year establishment period.
- c. Native vegetation and xeriscape plants may exceed the height limit for vegetation provided in Section [6.09.050](#) of the municipal code.
- d. Xeriscape landscape practices are allowed as a way to minimize the need for supplemental watering. The following techniques ~~shall~~ must be used where possible:
  - (1) Using plant materials with lower moisture requirements;
  - (2) Selecting plants on the basis of specific slope, aspect, soil and micro climate conditions;
  - (3) Using native and adapted plant species;
  - (4) Minimizing the amount of irrigated turf area;
  - (5) Planting and designing slopes to minimize runoff, using terracing in lieu of a consistent slope, where possible;



- (6) Separating irrigation zones according to plants' water requirements to reduce evaporation;
- (7) Emphasizing soil improvement by conserving topsoil, deeply loosening soil and incorporating organic matter and amendments based on soil tests;
- (8) Using mulch in planting areas to reduce weed growth, promote soil cooling and reduce evaporation.

## 10. Substitute Planting Materials

- a. After the landscape plan is approved and before planting occurs, the Planning Official may approve comparable substitute planting materials if:
  - (1) The approved plants and landscape materials are not available at the time that installation is to occur, or
  - (2) Other unforeseen conditions prevent the use of the exact materials shown on the approved landscape plan.
- b. If the substitute planting materials are on the approved species list, no new landscape plan is required.
- c. A new landscape plan is required if the substitute planting materials are not on the approved species list. The applicant is not required to resubmit any other applications related to the landscaping plan (such as a site development plan or rezoning). The Planning Official may approve, approve with conditions, or deny the landscape plan. The applicant may appeal this decision to the City Manager.

## E. Maintenance

- 1. The developer, its successor and/or subsequent owners and their agents ~~shall~~ will maintain landscaping on the property on a continuing basis for the life of the development.
- 2. Plant materials which exhibit evidence of insect pests, disease and/or damage ~~shall~~ must be appropriately treated. Dead plants ~~shall~~ must be promptly removed and replaced.
- 3. All landscaping is subject to periodic inspection by the Planning Official or designee.
- 4. The property owner ~~shall~~ will maintain landscape areas in good condition and in a way that presents a healthy, neat and orderly appearance. This maintenance ~~shall~~ must include weeding,

watering, fertilizing, pruning, mowing, edging, mulching or other maintenance, in accordance with acceptable horticultural practices.

5. The City may cause removal of any dead or diseased trees, plants and shrubs on private property within the City, when those trees, plants and shrubs constitute a hazard to life and/or property or harbor insects or disease which constitutes a potential threat to other trees, plants or shrubs within the City. If the Planning Official determines that removal of any diseased tree, plants or shrubs is necessary; the Planning Official ~~shall~~ will provide the property owner written notice of the required maintenance or removal.

## **F. Timing of Landscaping**

### **1. During the Development Process**

Minimum timing requirements for landscaping (excluding street trees and master fence and screening improvements) are as follows:

a. For residential, nonresidential or mixed-use development, all required landscaping materials, both living and nonliving, ~~shall~~ must be in place prior to the time of issuance of a final certificate of occupancy, weather permitting. In periods of adverse weather conditions, a temporary certificate of occupancy may be issued, subject to the posting of a cash escrow or irrevocable letter of credit in an amount equal to the estimated cost of the landscaping, with the estimated cost certified by a landscaping provider. A contract letter or bill of sale from a landscape company or garden center for the required landscape materials may be accepted in lieu of a cash escrow or irrevocable letter of credit. The cash escrow or irrevocable letter of credit may be forfeited if the landscaping is not completed within one (1) year after the issuance of the temporary certificate of occupancy. Forfeiture of any cash escrow or irrevocable letter of credit ~~shall~~ will not relieve the owner of the responsibility to complete the required landscaping.

## **G. Street Trees**

### **1. Applicability**

a. Street trees are required in all residential and nonresidential districts along all local and collector streets.

- b.** Street trees are required along street right-of-way of public or private street frontage, excluding arterial and minor arterial streets where perimeter landscaping is required by this section.

## **2. General Requirements**

- a.** Street trees ~~shall~~ must be spaced as uniformly as possible, with an average spacing of forty (40) linear feet between trees in all districts, resulting in at least one (1) tree per lot in residential districts.
- b.** A minimum of two (2) street trees are required on corner lots.
- c.** Street trees count toward the required number of trees within the interior of the lot only in residential districts for single-family and two-family dwellings.
- d.** Exceptions to the location and spacing of trees may be allowed to accommodate for the location of utilities, streetlights, driveways, storm drain structures, sidewalks and traffic sight distance triangle areas.
- e.** At least six (6) feet of space is required between the right-of-way or sidewalk and the back of curb for the planting of street trees.
- f.** The applicant ~~shall~~ will coordinate adequate clearance between street trees and other infrastructure to allow for the location of street trees within the right-of-way, wherever practical, and ~~shall~~ will promote the longevity of the street trees to avoid premature loss of the trees. The street tree plan ~~shall~~ will coordinate the locations of street trees to allow access to utilities with minimal disruption to the street trees and their supporting root systems while avoiding increased service costs to the utilities.
- g.** See Section [18.30.220.E](#), Sight Distance.
- h.** No tree, shrub, or woody vegetation ~~shall~~ will be planted within a distance of ten (10) feet from any fire hydrant or fire department connection (FDC) to the sprinkler system.
- i.** No trees ~~shall~~ will be planted within fifteen (15) feet of a street light.

### 3. Procedures

#### a. Timing

Street tree species and typical spacing requirements ~~shall~~ must be provided with all preliminary plats and site development plans. Trees ~~shall~~ must be planted prior to occupancy of the building.

### 4. Required Species

a. The Planning Official ~~shall~~ will determine the botanical and common names of the street trees to be planted based on the requirements of this section.

b. Trees to be used to meet City street tree standards are as follows:

Botanical Name	Common Name
Acer platanoides var.	Norway Maple
rubrum var.	Red Maple
saccharum var.	Sugar Maple
Carya illinoienses	Pecan
Celtis occidentalis	Hackberry
Cladrastis lutea	American Yellowwood
Ginkgo biloba	Ginkgo (male, seedless)
Gleditsia triacanthos inermis var.	Honeylocust (thornless, podless)
Gymnocladus dioicus	Kentucky Coffeetree
Liquidambar styraciflua	Sweetgum Blackgum
Liriodendron tulipifera	Tuliptree
Platanus x acerfolia	London Planetree
Quercus acutissima	Sawtooth Oak
bicolor	Swamp White Oak
borealis	Northern Red Oak

Botanical Name	Common Name
imbricaria	Shingle Oak
macrocarpa	Bur Oak
muhlenbergi	Chinquapin Oak
robur	English Oak
Tilia americana	American Linden
cordata var.	Little Leaf Linden
tomentosa	Silver Linden
Sophora japonica	Japanese Pagoda tree
Ulmus carpinus var. buisman	Buisman Elm
parvifolia	Lacebark Elm
Zelkova serrata	Zelkova

- c. The Planning Official may approve other species that are similar in quality, durability, and appearance, and that are suitable for the climate and rainfall conditions in Olathe.

## 5. Prohibited Plants/Trees

Include Ailanthus, White and Silver Birch, Box Elder, Catalpa, Cottonwood, Siberian Elm, "Fruit" trees, Silver Maple, Mimosa, Pin Oak, Russian Olive, Poplar, weeping trees, Willows and all Ash species. Prohibited plants include those that are invasive or potentially damaging to streets, sidewalks, utilities, drainage improvements, and foundations.

## 6. Street Tree Specifications:

All street trees ~~shall~~ must meet the requirements of subsections [G.1](#) through [G.5](#), above, except that the minimum size of newly installed street trees may be reduced to two (2) inch caliper as measured six (6) inches above ground. Trees ~~shall~~ must be guaranteed by a one (1) year warranty period.

## 7. Right-of-Way

- a. If the street trees are located in the right-of-way, the adjoining property owner ~~shall~~ must maintain them as depicted on the subdivision(s) street tree plan.

- b. The adjoining property owner ~~shall~~ must remove and replace street trees within the right-of-way (as depicted on the subdivision(s) street tree plan) that are dead, dying, diseased or otherwise unsafe at any time as depicted on the subdivision(s) street tree plan.

## H. Landscaping along Arterial/Collector Streets (Master Fence/Screening Plan)

*The purpose of the master fence/screening plan is to increase privacy, mitigate noise, reduce glare and enhance the aesthetics of the streetscape through the use of fences, walls, berms and professional landscaping to separate residential units from thoroughfare streets.*

### 1. Applicability

Where a subdivision for property zoned R-1 through R-4 is adjacent to an arterial street or where rear lot lines are adjacent to a collector roadway, a master fence/screening plan for all areas abutting the arterial street ~~shall~~ will be submitted for approval by the Planning Official prior to recording the final plat.

### 2. Required Landscape Area

- a. Landscape tracts ~~shall~~ must have a landscape area with a minimum width of **twenty-five (25) feet along an arterial** roadway and **fifteen (15) feet along a collector** roadway.
- b. This landscape area is in addition to the minimum required lot width and yard setback requirements of the zoning district.

### 3. Master Fence/Screening Plan Approval

- a. The Planning Official, or designee, ~~shall~~ must review the plans with regard to proper building and plant materials, setbacks, height, grading and their effectiveness in creating privacy and mitigating noise.
- b. Improvements indicated on the master fence/screening plan are considered a private subdivision improvement.
- c. The applicant may:
  - (1) Complete the landscaping improvements prior to the issuance of any building permit for any lots within the affected phase covered by the master landscape/screening plan, or

(2) Submit a bond or irrevocable letter of credit of up to two (2) years, equal to the value of the landscaping material as outlined in bids from the developer's landscape installer or contractor. The bond or letter ~~shall~~ will be held by the City until all landscaping is installed per the approved plan after inspection and acceptance by the City.

#### 4. Landscaping

a. The approved master fence/screening plan ~~shall~~ must contain the following landscaping materials as a minimum for each one hundred (100) linear feet, or portion thereof, of arterial street frontage. Minimum size requirements ~~shall~~ must be as stated in Section ~~18.62.070~~ 18.30.130.D.7.

(1) Eight (8) evergreen trees.

(2) Two (2) shade trees.

(3) One (1) ornamental tree.

b. The landscape area ~~shall~~ must not impair drainage and utility placements.

c. The required minimum landscape area ~~shall~~ must not be located within a utility easement.

d. For each tree preserved within the landscape tract which meets or exceeds the minimum size requirements outlined in subsection D.7, above, a one (1) to one (1) credit ~~shall~~ will be given against the minimum tree requirements of this section.

e. The above landscaping materials may be deviated from if an alternative list of materials is approved by the City Planner which achieves comparable screening and buffering.

#### 5. Grass areas

Grass areas located within the arterial street right-of-way as well as the landscape tract ~~shall~~ must be sodded. Use of appropriate drought-tolerant ground cover to reduce grass areas is encouraged in landscape tracts when approved through the planning process.

#### 6. Fences/Walls:

a. Fences or walls are not required as part of the master landscape/screening plan.

**b.** In cases where the developer of the subdivision chooses to install a fence or wall, all types of fences installed by the developer, except wrought iron, split rail or similar see-through fence/wall types, must be located one (1) foot inside the boundaries of the landscape tract along the residential side of the tract. Wrought iron or similar see-through fences may be installed by the developer anywhere within the landscape tract, except they may be no closer than five (5) feet from the right-of-way line of the abutting arterial street.

## **7. Berms**

**a.** Berms are not required as part of the master fence/screening plan. In cases when the developer chooses to install a berm, the following standards apply:

- (1)** The slope of all installed berms ~~shall~~ must not exceed three (3) to one (1);
- (2)** All berms ~~shall~~ must be consistent with good engineering and landscape architectural design; and
- (3)** The grading plan for berms within the landscape tract ~~shall~~ must be consistent with the approved subdivision grading plan and ~~shall~~ will be approved by the City Engineer.

## **8. Maintenance/Irrigation:**

### **a. Maintenance**

The final plat and deed restrictions ~~shall~~ must contain language as approved by the City Planner which identifies the organization (e.g., a homes association) that will be the entity having permanent responsibility and authority to enter upon the said landscape tract to maintain, plant, replant, replace, mow, clip, trim, spray, chemically treat, repair, and otherwise maintain any and all grass, trees, shrubs, flowers, plants, fences, and walls. Said deed restrictions ~~shall~~ will be recorded with the Register of Deeds of Johnson County concurrently with the recording of the final plat.

### **b. Irrigation**

Landscape areas ~~shall~~ must be irrigated as necessary to maintain required plant materials in good and healthy condition. Irrigation systems ~~shall~~ must comply with the following standards:



- (1) All landscape areas ~~shall~~ must be provided with a readily available water supply with at least one (1) outlet within one hundred (100) feet of the plants to be maintained. The use of nonpotable water for irrigation purposes ~~shall~~ will be encouraged.
- (2) No permanent irrigation system is required for an area set aside on approved plans for preservation of existing natural vegetation.
- (3) Temporary irrigation systems installed pursuant to acceptable xeriscape landscape practices may be used to meet the standards of this section. Xeriscape means to landscape using vegetation that is drought tolerant or water conserving in character.
- (4) Irrigation systems ~~shall~~ must be continuously maintained in working order and ~~shall~~ be designed so as not to overlap water zones, or to water impervious areas.
- (5) Whenever practical, irrigation systems ~~shall~~ must be designed in zones to apply water onto shrub and tree areas on a less frequent schedule than those irrigating grass areas. When technically feasible, a rain-sensor switch ~~shall~~ must be installed on systems with automatic controllers.
- (6) No irrigation system ~~shall~~ will be installed or maintained abutting any public street which causes water from the system to spurt onto the roadway or to strike passing vehicular traffic.
- (7) The use of irrigation-quality effluent or reused water ~~shall~~ will be encouraged.

## I. Screening

Landscape plans for all developments ~~shall~~ must include a detailed drawing of enclosure and screening methods as provided below.

1. All exterior mounted and all roof-top building HVAC and mechanical equipment, vents, piping, roof access ladder, and utility meters must be located out of view or otherwise screened from public view from all adjacent streets and residentially developed or zoned properties. Screening must be accomplished with landscaping, screen walls, building elements, or a combination of these methods.

## 2. Rooftop and Building Mounted Utility Screening

- a. All applications for preliminary or final development plan approval must include information regarding anticipated rooftop equipment and building mounted equipment, including mechanical units, vents, pipes, and other appurtenances. Such equipment must be indicated on building elevations where the size and location of such equipment is known, and any anticipated equipment or equipment locations not yet determined must be described in the notes on the building elevations along with the estimated maximum dimensions of such equipment and the intended methods of screening.
- b. All rooftop equipment must be screened from public view with an architectural treatment which is compatible with the building architecture and integral to the overall appearance of the building. An example includes a parapet wall that includes the same building materials as the lower levels of the building façade.
- c. For purposes of this chapter, the phrase "architectural treatment compatible with the building architecture" does not include painted or prefinished rooftop equipment.
- d. For rooftop equipment not adequately screened by the parapet, a supplementary screen will be provided by the use of prefinished architectural metal panels, stucco panels, masonry walls, or similar building materials.
- e. The height of the screen must be no lower than the height of the equipment.
- f. Screening must not interfere with Fire Department access to the roof.
- g. Building mounted equipment will be screened with either landscaping or architecture screening which may also include painting as required by the Approving Authority.
- h. The Approving Authority may waive or amend rooftop equipment or building mounted equipment screening requirements as part of a preliminary or final site development plan if the applicant provides a sight line visibility study and alternative screening provisions if needed, and the approving authority finds that: (Ord. 09-22 § 13, 2009)

- (1) The building is located at a high elevation in relation to surrounding properties, and it is demonstrated that rooftop equipment will not be visible; or
  - (2) The building is located in the middle of an industrial park and rooftop equipment is not visible from arterial roadways or residential properties, and will not have a negative impact upon any sensitive areas or scenic view or vistas; or
  - (3) The building is sited in a manner where the location and setback of rooftop equipment from the building edge in relation to the elevation and visibility of surrounding properties is such that the equipment will not be visible from any distance and additional screening measures are not required.
  - i. In the event that any rooftop equipment or building mounted equipment has not yet been determined at the time of final development plan approval, or changes are made to rooftop equipment after the final development plan is approved, the applicant must provide suitable screening to meet the above criteria, subject to review and approval by the Planning Official. (Ord. 18-48 § 2, 2018; Ord. 16-20 §4, 2016; Ord. 15-16 §3, 2015)
- 14.** Areas or facilities used for trash, recycling containers, service and loading are to be located out of public view from streets, adjacent residential properties, and other highly visible areas such as parking lots, access drives, and similar areas.
- 25.** Trash containers, trash compactors, and recycling containers ~~shall~~ must be screened from public view on all four (4) sides:
- a. On three (3) sides with a six (6) to eight (8) foot solid wall constructed of masonry of a color and form that is consistent and compatible with the principal building architecture of the site; and
  - b. On one (1) side with a gate~~;~~ and
  - c. The container/compactor areas ~~shall~~ must be appropriately landscaped~~;~~ and
  - d. Enclosures must be incorporated into and made part of the principal building when possible and must be located behind or to the rear of the principal building in areas less visible from public streets and adjoining properties.

~~3. Recycling containers shall be screened from public view on the front or rear side with a six (6) to eight (8) foot solid wall constructed of masonry.~~

~~46.~~ The screening requirements of this subsection do not apply to containers used to collect clothing donations, or publicly accessible recycling containers. See Section 18.50.020.F for locational requirements.

~~57.~~ Alternative compatible, durable materials for the screening of trash containers and trash compactors may be approved by the City through the final site development plan approval process.

~~68.~~ Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities' meter banks and coolers ~~shall~~ must be screened from public view with three (3) sided landscaping or with an architectural treatment compatible with the building architecture. Mechanical equipment ~~shall~~ will be subject to the following:

**a.** Preferred locations for utility structures (cabinets), as listed in order of preference are: 1) nonresidential properties; 2) rear yards; 3) street side yards on a corner lot behind the front yard setback; 4) front yards within the required side yard setback; and 5) arterial or collector landscape easements.

**b. Size and Height**

Residential: maximum height is thirty-six (36) inches above grade. Office/Commercial: limited to six (6) feet in height.

**c. Arterial or Collector Streets**

**(i) Placement**

Utility structures ~~shall~~ must be located on the interior façade of the building, away from arterial or collector streets, and when possible, recessed into the wall of the structure.

Utility structures ~~shall~~ will not be placed along collector or arterial streets except when approved by the City.

**d. Location in Public Right-of-Way**

Utility structures ~~shall~~ must be located behind the sidewalk and are subject to approval by the City Engineer. When requested within public right-of-way a landscaping plan ~~shall~~ will be required with the right-of-way permit.

**e. Landscaping**

Landscaping selected for screening ~~shall~~ will be provided for on three (3) sides of the structure and shield the structure from public view.



**Adequate Three-Sided Screening**



**Decorative Wall Screening at Building**

**f. Other Requirements**

Utility structures located within public right-of-way (in front of sidewalk) require approval of an administrative review application.

**79.** All buildings or additions in nonresidential districts ~~shall~~ must provide a solid screen fence or wall at least six (6) feet in height within all rear and side yards abutting property zoned for residential purposes. The screening ~~shall~~ must be placed so the required perimeter landscape area is located between the property line and the fence or wall. The screening ~~shall~~ should not be placed on property lines or within the landscape area of the development and ~~shall~~ not extend in front of the building line of adjacent dwellings. The screening is not required where similar screening exists on the abutting residential property or where a screened storage lot is provided.

**810.** In industrial and commercial districts, storage of materials, products or equipment outside of a fully enclosed building ~~shall~~ must be one hundred (100) percent screened from public view, except when adjacent to another storage area which is one hundred (100) percent screened from public view.

**911.** Outdoor display confinement areas ~~shall~~ must be enclosed with materials compatible to the building architecture such as decorative fencing (i.e., wrought iron), a building wall or other similar enclosure. Limited visibility into the display confinement area may be permitted depending upon the location of the area and the visibility of the area from nearby roadways. The display merchandise may not extend above or be stacked higher than the confinement area enclosure.

**102.** For purposes of this section, the phrase "screened from public view" means not visible from the subject property from adjoining properties or any street right-of-way at any distance.

## **J. Buffers**

*The intent of buffering is to provide landscaped separation between residential and nonresidential uses and to screen from view certain land uses that may create visual clutter and distraction. The standards of this section provide for increases in the width and the opacity of the buffer as the land use intensity of the new or expanded development increases.*

### **1. Applicability**

#### **a. Generally**

This section applies to any activity subject to this section (see subsection [A](#), above).

#### **b. Exemptions**

This section does not apply to:

- (1) Residential uses adjoining residential uses within the same residential zoning district.
- (2) Agricultural uses.
- (3) Any change of use that does not increase the existing building square footage or parking area.
- (4) Single-family dwellings located on an existing lot of record.
- (5) Contiguous commercial parcels or land areas under common ownership.

*Commentary: Subsection [J.1.b\(5\)](#), above, addresses situations where a parcel is rezoned with several different zoning districts, and one of the districts acts as a "buffer" for the other. For example, a landowner rezones part of a parcel to "C-2," the other part of the parcel as "R-1." The "R-1" portion of the parcel is a strip adjoining a residential area zoned "R-1." A type "3B, 4A, or 5A" buffer is normally required between the "C-2" and "R-1" districts. No buffer is required between the portion of the parcel zoned "C-2" and "R-1" internal to the property in this situation.*

## 2. Reduction in Required Buffers

The buffer requirements are reduced where a buffer exists on an abutting property, and the net buffer satisfies the minimum buffer requirements of this section.

## 3. Types of Buffers Required

- a. Table 18.30.130-1 shows when a buffer is required between an adjoining zoning district. Uses in the "adjoining zoning district" are not required to provide the same buffer, but may be subject to a separate additional buffer requirement as shown in Table 18.30.130-1. The applicant ~~shall~~ [must](#) install the type of buffer as indicated in the table.

*Commentary: For example, if the proposed development is located in a "C-1" zoning district (see row (5) of the table), and the "adjoining zoning district" is zoned "R-1" (see the column (2) under adjoining zoning district), then the applicant ~~shall~~ [must](#) install a type 3 buffer.*

- b. In order to encourage the preservation of natural vegetation, the applicant may substitute a type "N" buffer consistent with subsection [J.4](#), below, Table 18.30.130-2 for any category of required buffer.

**Table 18.30.130-1. Required Buffers**

Adjoining Zoning District									
District ↓	1	2	3	4	5	6	7	8	9
	<b>AG</b>	<b>R-1, R-2</b>	<b>R-3, R-4</b>	<b>N</b>	<b>O, C-1</b>	<b>C-2, C-3, C-4, BP, M-1</b>	<b>M-2, M-3</b>	<b>D, TOD</b>	<b>PD, PR</b>
1 <b>AG</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 <b>R-1, R-2</b>	N/A	N/A	N/A	N/A	N/A	4B	4B	N/A	N/A
3 <b>R-3, R-4</b>	1	3	N/A	N/A	N/A	5B	5B	N/A	N/A
4 <b>N</b>	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 <b>O, C-1</b>	1	3	2 or 3	N/A	1	1	1	1	1
6 <b>C-2, C-3, C-4, BP, M-1</b>	1	3, 4A, or 5A <sup>1</sup>	3, 4B, or 5A <sup>1</sup>	3, 4B, or 5A <sup>1</sup>	1	1	1	1	1
7 <b>M-2, M-3</b>	1	3, 4A, 5A or 6 <sup>1</sup>	3, 4A, 5A or 6 <sup>1</sup>	3, 4A, 5A or 6 <sup>1</sup>	2	2	1	1	1
8 <b>D, TOD</b>	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9 <b>PD, PR</b>	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

<sup>1</sup> Buffers vary based upon the size of the development area adjacent to residential zoned land. Development areas less than five (5) acres in size require buffer type 3. Development areas between five (5) to ten (10) acres in size require buffer type 4A. Development areas greater than ten (10) acres in size require buffer type 5A or 6.

#### 4. Buffer Types

- a. There are ~~ten (10)~~ nine (9) types of buffers. Table 18.30.130-2 shows the minimum width and number of trees and/or plants required for each one hundred (100) linear feet for each buffer.
- b. Each buffer type provides several plant material options. The applicant may either plant new trees or plants, or preserve existing trees or plants, within the required buffer which meet the requirements of this subsection.



c. Plant materials are required in both the 4B and 5B buffer types below. The applicant may request both the number of plantings and type (mix) of planting for the development during the plan review process for approval by the Approving Authority.

**Table 18.30.130-2. Minimum Plant Materials Required for Each Buffer Type**

Buffer Type	Minimum Width (in Feet)	Trees <sup>1</sup>			Shrubs and Ornamental Grasses per 100 Linear Feet <sup>2</sup>	Constructed Features <sup>3</sup>
		Deciduous Shade Trees per 100 Linear Feet	Ornamental Trees per 100 Linear Feet	Evergreen Trees per 100 Linear Feet		
<b>1</b>	10	1	1	1	20	None
<b>2</b>	15	2	3	2	35	None
<b>3</b>	20	1.5	1	1.5	35	Min. 6-ft. high wall or berm
<b>4A</b>	25	4	2	3	40	Min. 9-ft. high wall and berm combination (e.g., 6-ft. wall and 3-ft. berm)
<b>4B</b>	60	None	None	None	None	None
<b>5A</b>	30	5	3	5	45	Min. 11-ft. high wall and berm combination (e.g., 6-ft. wall and 5-ft. berm)
<b>5B</b>	75	None	None	None	None	None
<b>6</b>	40	5	4	5	50	Varied berm with 4-ft. average height
<b>N<sup>4</sup></b>	20% reduction with minimum of 10 feet	Any combination of trees or shrubs is acceptable where: (1) the existing vegetation provides at least the number of equivalent planting units required by Table 18.30.130-2, or (2) the existing vegetation provides complete visual screening from the adjoining property.				--

<sup>1</sup> See Section [18.30.130.D](#) for acceptable tree species and sizes.

<sup>2</sup> See Section [18.30.130.D](#) for acceptable shrub species and sizes. A minimum one-third (1/3) of the shrubs ~~shall~~ will be evergreen.

*3 A double row of evergreen trees may be substituted for a screening wall, but may not be counted toward minimum requirements for trees, shrubs, and ornamental grasses.*

*4 Natural areas with native vegetation may be used to meet any of the above buffer requirements if the criteria of Table 18.30.130-2 are met. The width of a buffer ~~shall~~ will be reduced by twenty (20) percent if the minimum width is at least ten (10) feet. Irrigation requirements do not apply if no additional planting is required to meet these criteria.*

**5.** The number of **equivalent planting units** (EPUs) for purposes of applying a type "N" buffer, above, are calculated based on the following ratios: Canopy Trees = 1 EPU, Understory = 0.5 EPU, Large Shrubs = 0.25 EPU, Medium Shrubs = 0.1 EPU, and Small Shrubs = 0.05 EPU. Each buffer type "1" through "6," above, is assigned the following number of EPUs for purposes of determining whether a type "N" buffer may be substituted:

Buffer Type	EPUs
1	1
2	2
3	1.5
4A or 4B	3
5	4
6	5

## **6. Location of Buffer**

- a. A buffer required by this section ~~shall~~ must be provided along the side lot line of abutting uses.
- b. The required perimeter landscape area ~~shall~~ must be located outside of the fenced area of the development between the fence and the street, unless this requirement is otherwise modified with final site development plan approval.
- c. Buffers are not required along the front property line.

## **7. Permitted Uses Within the Buffer**

- a. The buffer may be included in the required yard or building setback.
- b. No active recreation area, storage of materials, parking, or structures, except for necessary utility boxes and equipment, ~~shall~~ will be located within the buffer.

- c. Parking is permitted within the building setback, but not within the minimum width of the buffer.
- d. Buffers may be used as part of a greenway as defined in the parks/open space standards.

## K. Residential Lots

1. In residential districts, large deciduous shade or evergreen trees are required within the interior of each lot at a ratio of three (3) trees for every single-family dwelling, four (4) trees for every two-family dwelling and one (1) tree for every dwelling unit for multifamily buildings.
2. For single-family and two-family dwellings, at least one (1) required interior lot tree may be a street tree in compliance with subsection [G](#), above.
3. Multifamily developments ~~shall~~ [must](#) have street trees in addition to the required interior lot trees. Perimeter and buffer landscaping trees ~~shall~~ [will](#) not count toward the required number of trees within the interior of any lots.
4. Residential lot trees ~~shall~~ [must](#) be planted in accordance with subsection [G.3](#), above.

## L. Nonresidential Landscaping

1. Within the front and corner side yards where a street separates a nonresidential use from property zoned or designated on the Comprehensive Plan Map for residential use, a continuous fifteen (15) foot landscape area ~~shall~~ [must](#) be provided with landscaping, clustered or spaced linearly and need not be placed evenly, at a rate of one (1) deciduous shade or evergreen tree for every thirty (30) feet of linear street frontage. In addition, one (1) ornamental tree ~~shall~~ [must](#) be planted for every three (3) required deciduous shade or evergreen trees.
2. Where a street separates a nonresidential use from property zoned or designated on the Comprehensive Plan Map for nonresidential use, a continuous ten (10) foot landscape area ~~shall~~ [must](#) be provided with landscaping at a rate of one (1) deciduous shade or evergreen tree for every fifty (50) feet of linear street frontage. In addition, one (1) ornamental tree ~~shall~~ [must](#) be planted for every three (3) required deciduous shade or evergreen trees.

## M. Parking and Vehicular Use Areas

All multifamily residential and nonresidential developments ~~shall~~ [must](#) include the following interior landscaping standards within their parking and vehicular use areas:

## 1. Generally

Landscaping and planting areas ~~shall~~ must be dispersed throughout the parking lot.

## 2. Perimeter

a. Along street rights-of-way, parking areas ~~shall~~ must be screened from public view in one (1) of the methods described below:

(1) A landscape mix of shrubs, trees and other plantings to create a visual screen of the parking and vehicular. Trees should be spaced with at least one (1) tree per thirty (30) linear feet of landscape strip, with a width of at least ten (10) feet; or

(2) Shrubs that form a continuous visual screen at least three (3) feet in height; or

(3) A decorative wall of a material and design compatible with the architecture of the primary structure not to exceed four (4) feet in height; or

(4) A berm at least three (3) feet above the adjacent elevation of the street or parking area, whichever is highest, with a maximum slope of three to one (3:1) and ~~shall~~ must have a crown of at least two (2) feet. Berms will include plantings such as shrubs, trees or other landscaping.

## 3. Interior

a. The interior dimensions of any planting area or landscape islands ~~shall~~ must be at least one hundred sixty-five (165) square feet in area. Landscape islands ~~shall~~ must be at least nine (9) feet wide, as measured from back of curb to back of curb, and ~~shall be~~ constructed at a ratio of one (1) per each twenty (20) parking spaces. Each area ~~shall~~ must be protected by vertical curbs or similar structures, and be designed and grouped into a parking and vehicular use area to create defined aisles and entrances for on-site traffic circulation.

b. One (1) shade tree ~~shall~~ must be provided for every parking and vehicular use landscape island. Areas where utility conflicts restrict tree plantings, other landscape plantings such as shrubs and ornamental grasses may be approved by the City.

c. Landscape aisles and strips between parallel parking rows ~~shall~~ must be a minimum of ten (10) feet in width. When incorporating pedestrian walkways, the aisles and strips ~~shall~~ must be a minimum of twenty (20) feet in width to accommodate vehicular overhangs, walks, lights, posts and other appurtenances. Landscape aisles and strips ~~shall~~ must include

medium to large deciduous trees at a minimum of one (1) tree every thirty (30) linear feet, in addition to other parking lot landscape requirements.

**d.** Primary landscape materials ~~shall~~ must be trees which provide shade or are capable of providing shade at maturity. Ornamental trees, evergreen trees, shrubbery, hedges and other planting materials may be used to complement the landscaping, but ~~shall~~ not be the sole means of landscaping. Earth berms, existing topography and decorative walls ~~shall~~ must be integrated with the landscape plan where feasible.

**e.** No landscaping tree, shrub, fence, wall, or similar item ~~shall~~ will be placed in traffic zones of ingress or egress at street corners, or in the intersection of public right-of-way, which the City Engineer determines is an obstruction to visibility, or extends into a sight-distance triangle as set forth in Section [18.30.220](#), or is otherwise a traffic hazard.

**f.** Landscape islands in parking lots may alternatively be designed and planted to serve as dual-purpose and stormwater treatment areas. When landscaping islands are designed as a stormwater treatment area, trees are not required as the primary landscaping material if the City determines that trees are incompatible with native plantings proposed for use as a means of stormwater treatment.

**g.** Islands ~~shall~~ must be designed in locations based on the following priorities: defining major drives and vehicle lanes, delineating the end of parking rows and at aisle intersections and internal to the parking rows.

**h.** Plantings ~~shall~~ must anticipate foot traffic patterns, discourage foot traffic where dictated by safety concerns, and ~~shall~~ must provide adequate visibility for the safety of pedestrians and vehicles.

**i.** If earthen berms are constructed they ~~shall~~ must be at least to a height of two and one-half (2½) feet above the adjacent elevation of the street or parking/loading area, whichever is highest, ~~shall~~ not to exceed a slope of three to one (3:1) and ~~shall~~ must have a crown of at least two (2) feet. The berm ~~shall~~ will be planted in ground covers and other plant materials to achieve a decorative effect.

## N. Environmentally Sustainable Design/Principles

Landscape plans ~~shall~~ must address:

1. The placement/arrangement of building(s) to minimize disruption to existing ecosystems and designing the building to minimize its footprint, and
2. Strategies such as stacking the building program, and sharing parking facilities with adjacent property owners, to minimize the building footprint, and
3. The relationship of open space to development footprint(s) on site biodiversity, and
4. Marking construction boundaries to minimize disturbance of the existing site and restore previously degraded areas to their natural state, and
5. If appropriate to the site, a soil/climate analysis to determine appropriate plant material and design the landscape with native or adopted plants to reduce or eliminate irrigation requirements, and
6. The feasibility of using stormwater and/or condensate water for irrigation, and
7. Whether native plants are incorporated in lieu of planted landscaping.

## O. Building Façade/Foundation Landscaping

*Purpose: Landscaping and planting areas provide a buffer between the parking lot or drives and building walls or pedestrian circulation. Landscape areas may be placed adjacent to the building wall or adjacent to the curb to coordinate with building overhangs and canopies, if any. Building landscaping is encouraged to include a variety of shrubs, ornamental trees and/or shade trees. Any trees used should accommodate pedestrian circulation.*

### 1. Applicability

- a. This subsection applies to nonresidential developments, unless modifications to these standards are otherwise approved as part of final site development plan approval.
- b. This subsection does not apply to building façades that abut a sidewalk or the rear yard.

### 2. Location

- a. Along any building façade or foundation that fronts upon a public right-of-way or a parking lot provided for the building, landscape areas ~~shall~~ must be provided equivalent to

a minimum of twenty-five (25) percent of each building façade or foundation. The landscape area may be a continuous area or comprised of several areas.

**b.** Building façades along service areas are excluded, unless the service area fronts upon a public right-of-way or common access drive.

**c.** Landscape areas may be placed adjacent to the building wall or adjacent to the curb, with walkways, overhangs or canopies between the landscape area and building wall. Landscape areas ~~shall~~ must generally not be placed under overhangs and canopies.

### **3. Planting**

**a.** Each landscape area ~~shall~~ must be planted with shrubs capable of reaching three (3) feet in height above the adjacent parking area or drive, covering a minimum of seventy-five (75) percent of the length of the landscape area.

**b.** A mixture of evergreen and deciduous shrubs ~~shall~~ must be used to maintain seasonal interest.

**c.** Ornamental trees (where appropriate), or shade trees should be included in the landscape design to further buffer the building façade from the drives and parking lot areas. In areas where pedestrian circulation is anticipated, trees with a branching habit conducive to walking under ~~shall~~ must be used. For example, Pin Oaks are not acceptable due to their descending branching habit.

**d.** Appropriate plant species should be installed so that mature tree limbs can be maintained at a minimum eight (8) foot clearance from ground level and so that shrubs do not exceed two and one-half (2½) feet in height for areas where it is important to maintain visibility for security and safety purposes.

**e.** Berms may be incorporated in the landscape areas if positive drainage from the building is provided.

**4.** Planting areas ~~shall~~ must have a minimum width of either six (6) feet or the equivalent of twenty (20) percent of the building façade height as measured from the ground elevation to the top of the wall or parapet, whichever is greater.

### **5. Irrigation**

Building façade and foundation landscape areas ~~shall~~ must be irrigated.

## **P. Residential Traffic Islands, Thoroughfare Rights-of-Way, Planting Restrictions**

No trees, shrubs, woody vegetation, or other landscape improvements over two (2) feet in height are permitted on residential traffic islands or thoroughfare rights-of-way unless approved by the City Engineer and the Planning Official. (*Ord. 18-48 § 4, 2018; Ord. 17-52 §§ 10, 41, 2017; Ord. 16-20 § 4, 2016; Ord. 15-16 § 3, 2015; Ord. 10-57 § 2, 2010; Ord. 10-56 § 2, 2010; Ord. 09-22 §§ 1, 2, 5, 7—9, 11—13, 2009; Ord. 02-54 § 2, 2002*)

## **18.30.135 Lighting**

### **A. Applicability**

Parking areas with more than twenty (20) parking spaces ~~shall~~ must have exterior lighting for nighttime illumination that complies with this section.

### **B. General Standards**

1. Lighting used to illuminate parking areas ~~shall~~ must be arranged, located, shielded or screened to direct light away from any adjoining or abutting residential district or any street right-of-way.
2. Exterior lighting ~~shall~~ must not be provided solely by building mounted light fixtures. Where used, the building-mounted fixtures ~~shall~~ must be located where not visible from street right-of-way or residential properties. Any building mounted light fixtures, landscape lighting or other outdoor light fixtures for aesthetic purposes ~~shall~~ will be identified on any site development plan.

### **C. Building Exterior Lighting**

1. The following lighting standards apply to building mounted lighting and lighting cast on buildings or signs, not including Agricultural, Single-Family Detached Residential, and Two-Family Residential building types as defined in Section 18.15.020.F.
  - a. Exterior building-mounted lighting must be LED type (light produced via light emitting diodes) of a soft-white or bright-white light color and quality.
  - b. Light fixtures must be up-cast or downcast in nature and must possess sharp, cut-off qualities to limit off-site glare. Light cast onto a building or sign must not shine past



the wall plane. Exceptions may be made by the Approving Authority for decorative wall sconce type light fixtures.

- c. Illuminated banding, illuminated translucent panels, exposed neon, exposed lightbulbs (including LED bulbs), permanent string lights, and similar exterior building lighting are prohibited unless approved by the Approving Authority.

#### **C.D. Light Poles, Light Fixtures and Pole Base Criteria**

1. All light fixtures, for general area lighting, ~~shall~~ must be full cut-off type fixtures, which do not produce any light above 90 degrees from nadir (nadir being the angle pointing directly downward from the luminaire or fixture), equipped with flat lenses; and with fixed, nonadjustable, mounting arms or brackets. Light fixtures for landscaping lighting and decorative building lighting may allow light above 90 degrees from nadir.
2. The style of light poles and fixtures ~~shall~~ must highlight, complement, and reinforce landscape and architectural design as focal points of interest. However, all multi-family and non-residential sites within the "Original Town" Overlay District, where a parking area or lot is part of a redevelopment for a final site development plan as approved by the Planning Commission, ~~shall~~ must have antique globe/coach style light poles and fixtures as approved by the Planning Official. The following actions are exempt from installing such style light poles and fixtures of parking areas or lots for redevelopment: a parking lot permit not part of a new final site development plan approval, administrative review process, routine maintenance, existing site light pole and fixture consistency, and those situations deemed approved by the Planning Official.
3. Parking lot poles and light fixtures ~~shall~~ must maintain the same style, height, and color and intensity of lighting throughout the development area. Varying styles of light fixtures are permitted if it is demonstrated that the styles contribute to an overall theme for the area.
4. The maximum overall height of light fixtures is:
  - a. 30 feet for commercial shopping centers, individual nonresidential businesses and uses, multi-family developments, and office parks, and
  - b. 20 feet when the uses listed above are located adjacent to residential development.

5. Concrete pedestals/bases ~~shall~~ must not exceed three (3) feet in height and ~~shall~~ must be included in the maximum overall light pole height.
6. Non-residential parking lots that are located between the principal buildings and the street, or adjacent to a residential zoning district, ~~shall~~ must have their lighting levels for surface parking lots and the top levels of parking decks and structures reduced from full lighting operational levels after close of business or activity hours.
7. Acceptable lamp types include solar powered fixtures, LED fixtures, pulse-start metal halide, ceramic metal halide, fluorescent, or high-pressure sodium.
8. Light sources ~~shall~~ must have a minimum value of 60 CRI (Color Rendering Index).

#### **~~D-E~~. Illumination Levels**

Illumination levels for outdoor lighting foot-candle values indicated below are measured at grade, and based upon a photoelectric (photopic) photometer having a spectral response similar to that of the human eye, following the standard spectral luminous efficiency curve adopted by the International Commission on Illumination (C.I.E.).

##### **Parking Lots:**

- **Average Maintained Foot-candles** (maximum) for all parking lots is three (3) foot-candles. The minimum average maintained foot-candles is one (1). The average maintained foot-candles ~~shall~~ must be calculated at not greater than 0.75 of initial foot-candles. The approving authority may approve maintenance factors above 0.75 if the applicant submits documentation that those values achieve a level of security and compatibility with surrounding land use, or are consistent with subsection E below.
- **Minimum Foot-candles and Uniformity Ratio:** The minimum amount of maintained illumination for open parking areas ~~shall~~ must be arranged in order to provide at least 0.20 foot-candles and uniform illumination throughout the parking lot of up to a 5:1 ratio of average to minimum illumination and up to a 15:1 ratio of maximum to minimum.
- The **maximum maintained vertical foot-candle** at an adjacent residential property line ~~shall~~ must be one-half (0.5) foot-candle measured three (3) feet above grade and facing into the project site.

##### **Pedestrian Walkways, Paths and Plazas:**

Areas of pedestrian activity within a parking lot as designated on the final site development plan (i.e. sidewalks, crosswalks, seating, building entrances/exits, plazas) ~~shall~~ must maintain a minimum one (1) foot-candle minimum average.

**F.F. Plan Submission Requirements**

1. A **photometric plan** with point-by-point calculations showing compliance with the parking lot and building lighting standards is required with all final site development plans. The calculation ~~shall~~ **must** be measured at grade. The photometric plan ~~shall~~ **must** include:

- a. all structure(s), parking spaces, building entrances, traffic areas (both vehicular and pedestrian),
- b. vegetation that might interfere with lighting,
- c. adjacent uses that might be adversely impacted by the lighting,
- d. a layout of all proposed fixtures by location, orientation, aiming direction, mounting height and type, and
- e. all other exterior lighting including but not limited to architectural, building-entrance, landscaping, flag, accent, etc.). (*Ord. 09-37 § 8, 2009; Ord. 02-54 § 2, 2002*)

2. A **cut sheet** of the proposed light fixtures, including the light fixtures candlepower distribution curve, ~~shall~~ **must** be submitted for light fixtures abutting residential properties.

**F.G. Environmentally Sustainable Design/Principles**

The approving authority may modify any of the standards in this section if the applicant obtains LEED certification and provides a lighting plan that addresses the following:

- 1. light pollution reductions that eliminate light trespass from the building and site by improving night sky access and by the reducing the development's impact on the natural environment;
- 2. fundamental building lighting systems that verify and ensure that fundamental building elements are designed, installed and calibrated to operate as intended;
- 3. minimum lighting energy performance that meet either local energy code requirements or the federal energy code;
- 4. lighting materials and resources that are extracted and manufactured within the region, thereby supporting the regional economy and reducing the environmental impacts resulting from transportation

5. indoor environmental lighting quality that provide a high level of thermal, ventilation, and lighting systems control by individual occupants or specific groups in multi-occupant spaces; and
6. lighting for the building occupants with a connection between indoor spaces and the outdoors through the introduction of daylight and views into the regularly occupied areas of the building; and
7. If applicable, any innovations that adds to the visual quality and compatibility of the building and site.

### **18.30.160 Parking and Loading**

#### **A. Parking Required for All Structures**

1. All buildings or structures that are erected, constructed, reconstructed, moved or altered ~~shall~~ must provide off-street parking in the form of garages or areas made available exclusively for parking.
2. Parking spaces ~~shall~~ must be located entirely on the same property as the principal use, except where specifically provided in this section or the zoning district regulations (Chapter [18.20](#)).
3. No portion of the parking area or structure other than the necessary drives ~~shall~~ will extend into any street or other public way.
4. The issuance of building permits or certificates of occupancy require compliance with the minimum parking standards. This applies even if a final site development plan was previously approved with fewer parking spaces due to the unknown or changing status of occupancy.

#### **B. Improvement of Parking Areas**

1. All parking areas and drives ~~shall~~ must be ready for use upon occupancy of a building.
2. Parking areas and drives ~~shall~~ must be surfaced with a permanent, bituminous or concrete paving meeting the technical specifications prior to the issuance of a certificate of occupancy.
3. All parking lots and drives, except those serving single-family dwellings, ~~shall~~ must have curbs and drainage facilities that are consistent with the technical specifications.

4. Approach aprons and curbs ~~shall~~ must be Portland cement concrete.

### C. Access to Parking Areas

See Section [18.30.050](#).

### D. Dimensions and Design of Parking Areas

#### 1. Parking Stalls

Parking stall dimensions are as follows:

**Table 18.30.160-1. Parking Space Dimensions**

Type	Dimensions (feet) ( <i>minimum dimensions; excludes access drives or aisles</i> )	Conditions / Exceptions
Standard spaces	9' x 20'	
Parallel Parking Space	9' x 22'	
Parking areas reduced for landscaping	9' x 18' (standard) with 25' wide aisle	The reduction in pavement area must be used as landscape area within the parking lot.
Spaces abutting curbed overhangs	9' x 18' (standard)	The parking space must abut an interior parking lot curbed area at least 6 feet wide (with landscaping or sidewalk). The overhang is measured from the face of the curb.

#### 2. Parking Pods

Parking lots ~~shall~~ must be divided into parking pods with landscape strips, peninsulas, or grade separations to reduce the visual impact of large expanses of paving, to direct vehicular traffic through the parking lot, and to provide a location for pedestrian walks. The maximum number of spaces within a parking pod is regulated by Chapter [18.15](#) (~~Composite~~ [Building and Site Design](#) Standards).

#### 3. Entrance Drives

Landscape aisles ~~shall~~ must be placed on both sides of entrance drives to create pleasing tree-lined entrances, to direct vehicles into and out of the site, and to provide adequate space for vehicular stacking at exits onto perimeter roadways.

#### 4. Pedestrians

- a. Parking lots ~~shall~~ must separate pedestrians from vehicles through protected pedestrian walkways which lead to store entrances, except for sites with unique conditions or terrain.
- b. Sidewalks and crosswalks ~~shall~~ will connect sidewalks along adjacent roadways, trails in the City's greenway system and buildings within a development.
- c. Walkways ~~shall~~ must be designed and buffered in a manner that encourages their use.
- d. Sidewalks and crosswalks ~~shall~~ must be designed to keep pedestrians together where they can be seen by motorists, and where they can cross most safely with the flow of vehicular traffic.
- e. Crosswalks designated on the final site development plan ~~shall~~ must comply with the general standards for crosswalks within the Manual of Uniform Traffic Control Devices (MUTCD). Crosswalks outside of the public right-of-way or in the D District may include:
  - (1) Brick pavers with concrete borders;
  - (2) Concrete with brick borders; or
  - (3) Stamped and colored concrete.

#### 5. Reserved Parking Areas

- a. For purposes of this subsection, "reserved parking areas" including parking stalls for customer parking, employee parking, persons with disabilities, vehicles for sale, lease, rental, or display.
- b. Reserved parking spaces ~~shall~~ must be designated on all final site development plans and any other plans submitted for approval to the City.
- c. Reserved parking spaces used for sale, lease, rental or display ~~shall~~ will not be located within a required parking/paving setback area, ~~shall~~ and not reduce the capacity of a parking lot below that required by this section unless otherwise approved by the Planning Commission, and ~~shall~~ not hinder the movement of vehicles in drive aisles.
- d. All reserved parking spaces ~~shall~~ must be striped, maintained, and specifically used for the related purpose as identified on the plans.

- e. Areas designated for parking ~~shall~~ must not be used for display of vehicles for sale, lease, rental, etc.

## E. Parking Spaces for Persons with Disabilities

Parking for persons with disabilities ~~shall~~ must comply with the applicable requirements of the 2010 ADA Standards for Accessible Design (United States Department of Justice, September 15, 2010), as amended.

## F. Parking and Paved Area Setbacks

Parking areas and other paved areas such as drive-through aisles ~~shall~~ must be set back as follows:

1. In Districts AG, R-1, R-2, and for single-family and two-family dwellings in any other district, no parking area ~~shall~~ will be located within two (2) feet of a lot line, excluding nonresidential uses.
2. For multifamily dwellings not located in a planned district, no parking area ~~shall~~ will be located within thirty (30) feet of a street right-of-way or in a required yard area.
3. No parking area for a nonresidential use in any residential district ~~shall~~ will be located within thirty (30) feet of any street right-of-way or in a required yard area.
4. Parking areas are encouraged to be located internal to the development with buildings abutting the right-of-way. When this layout is not possible, parking areas located adjacent to any street right-of-way will be screened in accordance with Section [18.30.130](#).



5. In mixed use, commercial, office, business park and industrial districts, no parking area ~~shall~~ will be located within the applicable parking and paving setback requirements within that zoning district.
6. Parking area setbacks within planned zoning districts ~~shall~~ must be approved with the final site development plan, and ~~shall~~ must not occupy any portion of the required yard areas.

## **G. Parking Lot and Building Lighting**

See Section [18.30.135](#).

## **H. Landscaping and Screening for Parking Areas**

1. The interior of parking areas ~~shall~~ must be landscaped in accordance with this section.
2. As part of a rezoning, special use permit or site plan condition, the Approving Authority may require that any wall, fence or screen planting around a parking area ~~shall~~ must be set back from a street if needed to prevent adverse effects upon the appropriate use of adjacent property or to prevent a traffic concern. This setback ~~shall~~ will not exceed the front or side yard requirement applicable to the zoning district.

## **I. Deferred Construction of Parking Spaces**

1. A portion of the parking area required for office, business park or industrial development may remain unimproved until it must be improved to adequately serve the parking demand. Delayed construction of parking is permitted only if:
  - a. The initial occupancy of the premises is adequately served by the lesser number of spaces,
  - b. The final site development plan clearly indicates the location, pattern and circulation to and from the deferred parking spaces.

2. The land area delineated for future parking ~~shall~~ must be brought to finished grade and landscaped, and ~~shall~~ not be used for building, storage, loading or other purposes.

## **J. Parking Areas for Single- and Two-Family Dwellings**

1. No driveway serving a single- or two-family dwelling ~~shall~~ will be located within two (2) feet of an adjoining lot line except for a driveway serving two (2) properties.



2. Parking is restricted to customary passenger vehicles and emergency vehicles up to a factory designated, one (1) ton, single axle, dual wheel size which is unloaded and immediately available for emergency response by an operator who is on duty or on call. However, emergency vehicles ~~shall~~ will not be parked upon a driveway for more than twelve (12) hours during any twenty-four (24) hour period.
3. All passenger cars ~~shall~~ must be parked on paved driveways or parking areas relating to the garage or carport. In areas where there are no garages or carports, passenger cars and motor vehicles may be parked on paved driveways constructed perpendicular to the street.
4. No parking is allowed in that portion of the street right-of-way not used for traffic movement, i.e., between the curb and the sidewalk, and between the curb and the front lot line.
5. Parking passenger vehicles on driveway extensions that lead directly to the garage or carport is permitted, if the extension does not exceed more than one additional ten (10) foot drive beyond the capacity of the garage or carport, and is adjacent and connected to the existing driveway. If there is no garage or carport, a drive up to twenty-two (22) feet in width is permitted.
6. No person ~~shall~~ will stop, stand or park a commercial vehicle on any street, alley, or lot within any residential district, except when necessarily loading or unloading property or when in the performance of a service to or upon property in the block where the vehicle is parked. This section may not be avoided by a mere location change of a vehicle within the residential district. Residential district refers to any place or area where the property is zoned for residential occupancy including single-family, two-family and multifamily dwellings.

#### **K. Off-Street Parking Schedule**

1. The minimum number of parking stalls is as indicated in Table 18.30.160-2, below. Where the parking ratio indicates "sf," the ratio is based on gross floor area excluding attics, cellars, or similar uninhabitable space.
2. The Planning Official ~~shall~~ may determine the parking requirements for any use not listed above, based on the determination of similar uses as set out in the Use Matrix (Chapter [18.20](#)) and any documentation of parking generation for that type of use.
3. Where convention centers, conference centers, assembly halls, ballrooms or other similar facilities are built in conjunction with a hotel, office park or shopping center, the Planning Commission or Governing Body may permit up to a thirty-five (35) percent parking space

reduction for each of the uses listed above when built in conjunction with the uses listed above, due to overlapping usage of a portion of the parking spaces. Request for such shared parking must be received as part of a preliminary development plan. The request ~~shall~~ must outline the justification in reducing the number of parking spaces. In addition, a change in use to a use other than listed above ~~shall~~ must conform to City parking standards.

4. Whenever a theater is located in a shopping center that has more than two hundred thousand (200,000) square feet of gross floor area, the number of parking spaces required for the theater may be reduced by twenty-five (25) percent; provided, that a joint parking agreement for the joint use of all parking within the shopping center is reviewed and approved by the City. The agreements ~~shall~~ must be recorded with the Register of Deeds and a copy submitted with the application for a building permit.

5. The revised parking requirement for eating places (of all types) ~~shall~~ will not apply to any preliminary site development plan approved in a planned district prior to August 1, 2005; provided, that a final site development plan is approved complying with the preexisting parking requirements and a building permit is issued prior to August 1, 2006.

6. The revised parking requirement for eating places (of all types) ~~shall~~ will not apply to any final site development plan approved in a planned district prior to August 1, 2005, or to any site development plan approved in a conventional district prior to August 1, 2005; provided, that the approved plan complied with the preexisting parking requirement.

**Table 18.30.160-2. Parking Spaces Required**

<i>Use</i>	<b>Parking Spaces Required (<i>minimum</i>)</b>
<b><i>Residential Uses</i></b>	
Accessory dwellings (carriage houses, granny flats, echo homes)	1 per dwelling unit
Cluster or conservation subdivisions	1 per dwelling unit
Elderly housing, multifamily residences	1 per dwelling unit
Elderly housing, single-family residences	1 per dwelling unit
Residence, adaptive reuse	0.5 per dwelling unit
Residence, multifamily 3 units (triplex)	1.5 per dwelling unit
Residence, multifamily 4 units (quadraplex)	1.5 per dwelling unit
Residence, multifamily, more than 4 units	1.5 per dwelling unit

<i>Use</i>	<b>Parking Spaces Required (minimum)</b>
Residence, single-family attached	1.5 per dwelling unit
Residence, single-family detached	2 per dwelling unit
Residence, single-family modular	2 per dwelling unit
Residence, two-family (duplex)	1.5 per dwelling unit
Residence, zero lot line	1.5 per dwelling unit
Residential design manufactured home	2 per dwelling unit
Residential property manager	1 per dwelling unit
Townhouse	1.5 per dwelling unit
Watchmen/caretakers	1 per dwelling unit
<b><i>Accommodations and Group Living</i></b>	
Bed and breakfast	1 per guest room plus 1 per 800 sf of restaurant space
Boarding and lodging house	1 per guest room plus 1 per 800 sf of restaurant or public meeting space
Community living facility, mental health convalescent	1 per 400 sf
Community living facility, mental health/substance abuse, on-site staff	1 per 400 sf
Day care, adult day care	1 per guest room
Dormitories	1 per 400 sf
Group home	1 per 400 sf
Group residence, general (9-15), limited (0-8), children, elderly residential services	1 per 400 sf
Hotel, motel	1 per each 2 employees on the largest shift and 1 per each guest room or 2 guest beds
Sorority and fraternity housing	1 per guest room
<b><i>Commercial, Services and Mixed Use</i></b>	
Adaptive reuse of converted buildings	1 per 500 sf
Agricultural machinery and equipment sales area and service facility	1 per 500 sf (indoor sales/service area only)

<i>Use</i>	<b>Parking Spaces Required (minimum)</b>
Animal care services – Veterinary clinics, animal hospitals, boarding, grooming, sitting, and training, no outside kennel, no retail	1 per 1,500 sf
Antique shop	1 per 500 sf
Apparel and accessory stores	1 per 300 sf
Bail bonding	1 per 500 sf
Bait shop	1 per 500 sf
Bakery, without wholesale distribution facilities	1 per 300 sf
Bars, taverns and drinking establishments	1 per each employee and 1 per 2 seats
Financial institution (bank, credit union, or savings institution)	1 per 400 sf
Beer, wine, and liquor store	1 per 300 sf
Bicycle sales and service	1 per 500 sf
Boat/watercraft, marine supplies, and marine/boating equipment sales and service	1 per 1,000 sf (indoor sales/service areas only)
Book, magazine, or stationery store	1 per 300 sf
Building materials sales – Without lumberyard	1 per 300 sf
Building materials sales and storage	1 per 300 sf
Business service centers, including blueprinting, printing, photostatting and copying	1 per 300 sf
Cafeterias and snack bars to serve the employees of office building within which they are located	1 per 800 sf
Camera and film shop; photography studio; frame shop	1 per 300 sf
Candy or confectionary making, on premises and retail only	1 per 300 sf
Car wash, automobile laundries, or car care centers	1 per 1,500 sf
Catering establishments	1 per 300 sf
Commercial uses in multifamily developments (no direct entry from the use to the street)	1 per 300 sf
Commercial buildings not specifically listed	1 per 250 sf
Convenience stores, with gas sales	1 per 250 sf
Convenience stores, without gas sales	1 per 250 sf
Courier and messenger services	1 per 800 sf

<i>Use</i>	<b>Parking Spaces Required (minimum)</b>
Delicatessen	1 per 100 sf
Department stores	1 per 300 sf
Drive-in facilities (for retail, restaurant or financial institution)	Parking analysis
Elderly service center, nonresidential	1 per 500 sf
Entertainment establishments, such as lounges, nightclubs, private clubs, and music or dance establishments	1 per 200 sf
Executive suite space (nonretail, nonindustrial)	1 per 800 sf
Farm/landscape/garden supply sales	1 per 300 sf
Farm supplies – Wholesale trade	1 per 300 sf
Farmer's markets	Parking analysis required
Fertilizer sales and storage	1 per 300 sf
Flex space (office and warehouse building); may include call centers or mail order houses	1 per 800 sf
Florist or floral/gift shop	1 per 300 sf
Food service, accessory	1 per 300 sf
Gas station	1 per 1,000 sf
Grocery, meat, dairy product and bakery sales	1 per 300 sf
Gun shops and gunsmiths	1 per 300 sf
Hardware store	1 per 300 sf
Laundry, pick-up only and garment services	1 per 300 sf
Laundry, coin operated	1 per 300 sf
Leasing office for apartment complex	1 per 300 sf
Leasing, commercial and industrial machinery and equipment	1 per 500 sf (indoor sales area only)
Leasing/rental – Accessory use, recreational goods (furniture, party supplies, sporting goods)	1 per 300 sf
Leasing/rental of trucks, trailers, RVs, boats, motorcycle	1 per 500 sf (indoor sales area only)
Leasing/rental, car and passenger vehicle	1 per 500 sf (indoor sales area only)

<i>Use</i>	<b>Parking Spaces Required (<i>minimum</i>)</b>
Light manufacturing accessory to retail use	1 per 1,500 sf
Live-work units	1 per dwelling unit
Management/services	1 per 800 sf
Medical equipment sales, rental or leasing	1 per 500 sf
Mixed use, commercial (includes office units located over storefronts)	1 per 500 sf
Mixed use, vertical (includes residences located over storefronts)	1 per 500 sf
Monument dealers (tombstones and markers)	1 per 1,000 sf
Motor vehicle sales	2 per 1,000 sf of indoor sales area plus 1 per 4,500 sf of outdoor sales area
Motorcycles, ATVs, retail sales and repair	1 per 500 sf
Musical instrument and supplies stores	1 per 300 sf
Nonstore retail/commercial (mail order, catalog facility, electronic markets)	1 per 800 sf
Office supply and equipment store	1 per 300 sf
Offices for business, professional, industry and government	3.8 per 1,000 sf
Optical goods stores	1 per 300 sf
Outdoor display and storage	n/a
Packing, crating, and convention and trade show services	1 per 800 sf
Palmistry services, fortune tellers, astrologers	1 per 1,000 sf
Pawnshops and secondhand goods	1 per 300 sf
Payday loan business or title loan business (as defined in Section <a href="#">5.43.010</a> )	1 per 300 sf
Personal care service shops	1 per 300 sf
Pet care	1 per 1,500 sf
Pet store	1 per 1,500 sf
Pharmacy and drugstore	1 per 300 sf
Real estate, sales, rental and leasing	1 per 800 sf
Rental management/leasing facility (residential)	1 per 800 sf
Repair, restoration of vehicles, machinery and equipment	1 per 500 sf

<i>Use</i>	<b>Parking Spaces Required (minimum)</b>
Restaurant or snack bar, subordinate to an office or retail building with no direct outside entrance	1 per 3 seats
Restaurant service, carry out	1 per 3 seats
Restaurant, full service	1 per 3 seats
Retail sales, accessory	
Retail sales, generally (not otherwise listed)	1 per 300 sf
Sales and service, manufactured home, recreation vehicle, bus, truck, or similar large vehicles	1 per 500 sf
Sales, boats/marine, recreational vehicle, travel trailer, camper sales or leasing (including repair)	1 per 500 sf
Services to buildings and dwellings (extermination, janitorial, landscaping, carpet and upholstery cleaning, packing and crating, etc.)	1 per 800 sf
Snack or nonalcoholic bar	1 per 150 sf
Specialty food stores	1 per 300 sf
Sporting goods shop	1 per 300 sf
Tailor/shoe repair	1 per 1,000 sf
Tattoo parlor/tattoo studio and/or body piercing	1 per 500 sf
Temporary sales and events	1 per 300 sf
Travel agency	1 per 300 sf
Travel plaza/truck stop	1 per 300 sf
Upholstery and furniture refinishing	1 per 300 sf
Vehicle repair and restoration, not including automotive wrecking or long-term disabled vehicle outdoor storage	1 per 500 sf
Video/audio sales and/or rental	1 per 300 sf
Woodworking shops, cabinetmaking shops, or wood crafting services	1 per 1,500 sf
<b>Industrial Uses</b>	
Automobile storage or towing (excluding wrecked and junked vehicles)	1 per 1,500 sf
Bottling works	1 per 1,500 sf
Building contractor	1 per 1,500 sf
Carpentry, floor, and tile contractor	1 per 1,500 sf

<b>Use</b>	<b>Parking Spaces Required (minimum)</b>
Computer and electronic product manufacturing	1 per 1,500 sf
Crematories	1 per 1,500 sf
Explosives manufacturing/storage	1 per 1,500 sf
Extractive industries	1 per 1,500 sf
Food and beverage manufacturing	1 per 1,500 sf
Fuel oil distribution	1 per 1,500 sf
Industrial uses not specifically listed	2.5 per 1,000 sf (buildings < 25,000 sf); 2.5 per 1,000 sf devoted to office uses plus 1 per 1,000 sf of other floor area (buildings > 25,000 sf)
Jewelry and silverware manufacturing	1 per 1,500 sf
Junk yards, salvage yards, and auto and scrap processing	1 per 1,500 sf
Laboratories – Research and testing	1 per 1,500 sf
Laboratories – Medical and diagnostic	1 per 1,500 sf
Landfill, demolition	1 per 1,500 sf
Landfill, land clearing and inert debris	1 per 1,500 sf
Landfill, sanitary	1 per 1,500 sf
Laundry, cleaning and garment services	1 per 1,500 sf
Limited manufacturing of products sold on the premises (up to 5,000 sf or 25% of the floor area of a principal retail use, whichever is less)	1 per 1,500 sf
Manufacturing, excluding other uses listed in this table	1 per 1,500 sf
Meat packing and poultry processing	1 per 1,500 sf
Medical equipment and supplies manufacturing	1 per 1,500 sf
Milling or canning of agricultural products, feed and flour mills	1 per 1,500 sf
Motor vehicle manufacturing	1 per 1,500 sf
Motor vehicle painting and body shops, exclusive of sales	1 per 1,500 sf
Office supply, inks, etc., manufacturing (except paper)	1 per 1,500 sf
Oil and gas well drilling	Parking analysis required
Paper manufacturing	1 per 1,500 sf



<i>Use</i>	<b>Parking Spaces Required (minimum)</b>
Petroleum and coal products manufacturing	1 per 1,500 sf
Printing/publishing	1 per 1,500 sf
Process plants (chemicals, and metals, machinery, and electronics manufacturing)	1 per 1,500 sf
Quarrying and stone cutting establishment	1 per 1,500 sf
Recycling centers	1 per 1,500 sf
Rendering and meat byproduct processing	1 per 1,500 sf
Research and development offices	1 per 1,500 sf
Sign makers	1 per 1,500 sf
Textiles	1 per 1,500 sf
Welding, tinsmithing and machine shop	1 per 1,500 sf
Wood or wood products manufacturing	1 per 1,500 sf
<b><i>Warehousing and Storage Uses</i></b>	
Construction equipment storage	n/a
Express and shipment facilities	1 per 1,500 sf
Mini-storage warehouse	3 spaces
Natural gas distribution, flammable liquid, petroleum, bulk stations and terminals and above-ground storage	n/a
Outdoor storage of construction equipment, generally	n/a
Refrigerated warehouse or cold storage	1 per 1,500 sf
Solar energy facility	1 per 1,500 sf
Warehousing, storage, wholesale, and distribution facilities	Parking analysis required
Wind energy conversion systems (WECS)	n/a
<b><i>Arts, Recreation and Entertainment</i></b>	
Adult business establishments	1 per 200 sf
Amphitheater, outdoor stage, bandstand, or similar structure	n/a
Amusement parks	Parking analysis required
Amusement, indoor	1 per 300 sf
Aquarium or planetarium	1 per 400 sf
Art gallery	1 per 400 sf

<i>Use</i>	<b>Parking Spaces Required (minimum)</b>
Artist studio	1 per 800 sf
Club, membership	1 per 400 sf
Community center	1 per 400 sf
Conference center	1 per 150 sf
Fairgrounds	Parking analysis required
Golf courses and clubhouses	Parking analysis required
Golf driving ranges (see outdoor recreation)	1 per 1.5 tee boxes
Golf, miniature	Parking analysis required
Historical association or society	1 per 800 sf
Indoor athletic facility	1 per 650 sf
Indoor athletic facility located in an existing building	1 per 1,000 sf
Museum/art gallery/cultural facility	1 per 400 sf
Parks and open space	n/a
Recreational vehicle parks/campgrounds	1 per 4 recreational vehicle or camping spaces
Skating rink – Ice or roller skating	1 per 500 sf
Sports stadiums and arenas	Parking analysis required
Temporary carnivals, rides, ferris wheels	Parking analysis required
Theater, drive-in	n/a
Theater, movie	1 per 4 seats
Theaters, performing arts	1 per 4 seats
Youth retreat	n/a
<b><i>Education, Public Administration, Health Care, and Institutional</i></b>	
Cemetery	n/a
Civic assemblies, including churches/religious assemblies, clubs, lodges, meeting halls, recreation buildings, and community centers	1 per 4 seats or building capacity calculated by building standards
Community food and personal support services, nonresidential	1 per 800 sf
Community services, counseling and intervention	1 per 800 sf

<i>Use</i>	<b>Parking Spaces Required (minimum)</b>
Correctional institution facility	1 per 800 sf
Correctional office, parole/probation	1 per 800 sf
Cultural facilities	1 per 400 sf
Day care	1 per 800 sf
Day care facility (accessory to institution or business)	1 per 800 sf
Day care facility, accessory to dwelling	n/a
Funeral home or mortuary	1 per each 2 employees on the largest shift and 1 space per 4 seats
Government – Post office and postal substations	1 per 400 sf
Government – Public safety services	1 per 800 sf
Government facilities, other than offices	1 per 800 sf
Hospital	1 per 4 beds and 1 per each staff member (including visiting doctors)
Library	1 per 1,000 sf
Medical office or clinic	1 per 500 sf
Postal service receptacle pods designated on a plat or approved site plan	n/a
Schools, academic, continuance, alternative, adult, and technical, trade, and other specialty schools	1 per 500 sf
Schools, colleges and universities	1 per each staff member and 1 per 2 students
Schools, elementary or secondary	1 per 1,000 sf
Elementary and secondary schools	1 per each staff member
High schools	1 per each staff member and 1 per 4 students
Schools, nursery and preschool	1 per 500 sf
Social services	1 per 800 sf
<b>Transportation, Communication, Information, and Utilities</b>	
Airport landing strip (field or strip only)	1 per 800 sf

<i>Use</i>	<b>Parking Spaces Required (minimum)</b>
Airport terminal	n/a
Bus, taxi, train or light rail depots, stations or dispatch facilities	n/a
Bus/truck maintenance, including repair and storage	1 per 1,500 sf
Freight terminals and truck terminals	1 per 1,500 sf
Heliport	1 per 1,500 sf
Parking lots, surface, accessory to principal use	n/a
Parking lots, surface, as principal use	n/a
Parking lots, pervious surface, as principal use	n/a
Parking lots, underground or structure, accessory to principal use	n/a
Parking lots, underground or structure, as principal use	n/a
Public transportation facility	n/a
Railroad facilities	1 per 1,500 sf
Stormwater management/flood control facilities	n/a
<b><i>Utility Uses and Structures</i></b>	
Commercial incinerator	n/a
Cable networks and distribution	1 per 800 sf
Commercial radio, television, broadcasting and/or receiving towers	n/a
Communication or telecommunication equipment attached to a building	n/a
Communication towers	n/a
Communication towers – Architecturally integrated	n/a
Environmental monitoring stations	n/a
Gas or electric generation distribution facilities, compressor stations, or substations	n/a
Hazardous waste storage or treatment facility	1 per 1,500 sf
Power generation plants	Parking analysis required
Public utility storage and service yards	n/a
Radio and television broadcasting or recording studio	1 per 800 sf
Solid waste collection centers, solid waste transfer stations, recyclable materials, yard waste and similar items	n/a
Solid waste landfill	n/a

<i>Use</i>	<b>Parking Spaces Required (<i>minimum</i>)</b>
Utility facilities, principal use	n/a
Utility facilities, accessory to permitted use	n/a
Water supply facilities including pump stations, dams, levees, culverts, water tanks, wells, treatment plants, reservoirs, and other irrigation facilities	n/a
<b><i>Agriculture</i></b>	
Agriculture (including raising of crops and pasturing livestock)	n/a
Animal production and support services	n/a
Concentrated animal feeding operations (CAFOs)	n/a
Farm product raw materials – Wholesale trade	n/a
Forestry, commercial	n/a
Noncommercial forestry or raising of vegetation/community garden	n/a
Grain or agricultural storage facility	n/a
Greenhouse or nursery	1 per 300 sf
Greenhouse, accessory to florist shop	n/a
Hatcheries and poultry houses	n/a
Livestock sales, and markets	n/a
Riding academies and/or stables (commercial)	1 per 1,500 sf
Stable, accessory to dwelling	n/a
Support functions for agriculture	n/a
<b><i>Miscellaneous</i></b>	
Accessory uses	n/a
Signs	n/a
Telecommunication tower facilities, antennae locations, repeater stations, and distribution centers	n/a

## **L. Off-Street Loading Schedule**

1. For purposes of this section there ~~shall will be considered to~~ be two (2) sizes of off-street loading spaces. Each large space ~~shall must~~ have an overhead clearance of at least fifteen (15) feet, ~~shall~~ be at least twelve (12) feet wide and ~~shall~~ be at least fifty (50) feet long, exclusive of access or maneuvering area, platform and other appurtenances. Each small space ~~shall must~~

have an overhead clearance of at least twelve (12) feet, ~~shall~~ be at least twelve (12) feet wide and ~~shall~~ be at least thirty (30) feet long, exclusive of access or maneuvering area, platform and other appurtenances.

2. Off-street loading facilities ~~shall~~ must be located on the same building site on which the structure for which they are provided is located. Access, maneuvering area, ramps and other appurtenances ~~shall~~ must be furnished off the street right-of-way and so arranged that vehicles are not permitted to back from the property into the street. The number of required loading spaces which are adequate to serve the uses or categories of uses proposed ~~shall~~ must be in accordance with Table 18.30.160-3.

3. Off-street loading facilities ~~shall~~ must be constructed, maintained and operated in accordance with City standards and ~~shall~~ must be surfaced with concrete, asphaltic concrete or asphalt maintained in good condition, free of weeds, dust, trash and debris.

4. Where access and drives to off-street loading facilities occur in conjunction with off-street parking facilities that provide parking at street level for more than six hundred (600) cars, provisions ~~shall~~ must be made to maintain separate circulation routes within such facilities.

5. Any off-street loading facility ~~shall~~ will not be used to satisfy the space requirements for any off-street parking facilities or portions thereof.

6. For the purpose of determining the amount of off-street loading, or if the number of berths to be provided by such use is not readily determinable, the number of loading areas ~~shall~~ will be fixed by the Planning Commission.

7. When off-street loading facilities are gated, fenced or secured by any other means, staging or parking for tractor trailers, trucks, or other such delivery vehicles must be accommodated within a designated parking area on-site. Staging of vehicles on public right-of-way is prohibited.

**Table 18.30.160-3. Loading Spaces Required**

Loading Category	Gross Floor Area in Square Feet	Required Number
<b>Institutional Uses</b>		

<b>Loading Category</b>	<b>Gross Floor Area in Square Feet</b>	<b>Required Number</b>
Schools	10,000 to 100,000	1
Health/Medical, Recreational, Civic, Social, Religious	For each additional 200,000 or fraction thereof	1 – Additional
<b>Business Uses</b>		
<b>Retail</b>	5,000 to 25,000	1
	25,001 to 200,000	2
	For each additional 200,000	1 – Additional
<b>Retail Services</b>	5,000 to 10,000	1
	10,001 to 100,000	2
	For each additional 100,000 or fraction thereof	1 – Additional
<b>Service/ Trade</b>	10,000 to 200,000	1
	For each additional 200,000 or fraction thereof	1
<b>Service/Miscellaneous</b>	5,000 to 25,000	1
	25,001 to 200,000	2
	200,001 to 400,000	3
	For each additional 100,000 over 400,000 or fraction thereof	1
<b>Industrial Uses</b>		
	5,000 to 10,000	1
	10,001 to 40,000	2
	40,001 to 100,000	3

Loading Category	Gross Floor Area in Square Feet	Required Number
	For each additional 100,000 or fraction thereof.	1 – Additional

### M. Drive-in and Drive-through Stacking Distance Requirements

See Chapter [18.50](#) (drive-up/drive-through).

### N. Parking Lot Permit

1. No person ~~shall~~ will initiate construction of a new parking lot or expansion of an existing parking lot without first obtaining a permit from the Public Works Department and reviewed by the Planning Division.
2. A parking lot permit is not required for the resurfacing or re-striping (painting) of an existing parking lot consistent with the current striping.
3. Application for a parking lot permit ~~shall~~ must be made on a form provided by the Public Works Department and ~~shall~~ will be accompanied by a site plan depicting:
  - a. The parking lot layout, including proposed striping;
  - b. Number and location of parking spaces, including handicapped spaces;
  - c. Structures on the same property;
  - d. Structures and parking areas on adjacent property;
  - e. Ingress and egress for the property;
  - f. Existing and proposed landscaping;
  - g. Grading, drainage and erosion and sedimentation control;
  - h. Parking lot lighting; and
  - i. All other information required by the Public Works Department and/or Development Services Department. (*Ord. 18-48 § 5, 2018; Ord. 17-52 §§ 11, 41, 2017; Ord. 15-16 § 3, 2015; Ord. 09-37 §§ 1, 3, 7, 10—12, 2009; Ord. 09-22 § 9, 2009; Ord. 08-105 § 2, 2008; Ord. 05-101 § 2, 2005; Ord. 02-54 § 2, 2002*)



## 18.30.240 Tree Preservation

*Purpose: these regulations recognize the need to alter the landscape during site development activities, while setting out standards necessary to ensure tree preservation and protection of environmentally sensitive areas to the greatest extent possible. (Ord. 09-22 § 14, 2009) This section balances the City's tree preservation goals with market and permit streamlining objectives by giving applicants the option to survey individual trees to protect tree stands, and to provide off-site mitigation in lieu of preserving trees onsite.*

### A. Applicability

1. This section applies to applications for subdivision plat or site development plan approval.
2. This subsection does not apply to the "D" (Downtown), "N" (Neighborhood), "TOD" (Transit-Oriented Development), or "PR" (Planned Redevelopment) zoning districts.

### B. Minimum Requirements

#### 1. Protected Tree Designations

This subsection designates the types of trees that are subject to protection under this section, and establishes a threshold trunk size, measured in diameter at breast height (DBH), for various tree species.

- a. A significant tree means a tree of eight (8) inches or greater, as measured four and one-half (4½) feet above the ground, for all tree species except for non-native invasive species.
- b. The applicant may omit trees that are not considered significant from the tree survey.

#### 2. Tree Designation Alternative

- a. The table below establishes the minimum percentage of all diameter inches or percent tree canopy of significant trees that must be preserved or mitigated. For single-family dwellings, developers and builders may elect to preserve trees at the platting or building permit stage. If a developer or builder elects to preserve at the platting stage, this method must be used throughout completion of the project.

**Table 18.30.240-3.**

	<b>Single-Family Dwellings</b>	<b>Multi-family and Nonresidential Uses</b>
<b>Significant Trees</b>	25% within each platted lot, excluding street right-of-way and easements.	30% within the entire site excluding the street rights-of-way and easements.
<b>100-year floodplain</b>	50% of all the trees within the floodplain. This applies toward preservation requirements on the remainder of the lot.	50% of the trees within the floodplain. This applies toward preservation requirements on the remainder of the site.
<b>Mitigation Maximum</b>	Up to 90% of significant may be mitigated rather than preserved.	Up to 90% of significant trees may be mitigated rather than preserved.

### **b. Calculation of Preservation Ratios**

All percentages relating to preservation stated within this section are based on the tree survey. Any subsequent redevelopment of property must minimally preserve the applicable percentage of the total diameter inches of protected trees as indicated by the tree survey.

## **3. Tree Stand Delineation Alternative**

### **a. Standards**

As an alternative to a tree survey, a tree stand delineation may be used to meet the preservation requirements (see submittal requirements section [18.94](#) ~~18.90~~). In order to use this provision, the site must have area(s) of tree canopy that meet the woodlands criteria as set forth in below and must contain existing native understory vegetation.

### **b. Woodlands**

A “woodland” is an area of contiguous wooded vegetation where trees are at a density of at least one (1) significant tree per 500 square feet of land and where the branches and leaves form a continuous canopy. A woodland ~~shall~~ [must](#) include areas with a continuous canopy of trees over an area of at least twenty thousand (20,000) square feet and with any dimension being at least 35 feet. A woodland may be delineated through an aerial photograph or a ground survey. A woodland ~~shall~~ [must](#) include both understory and protected trees.

### **c. Delineation**

A tree stand delineation ~~shall~~ [must](#) meet the following standards:

- (1) A tree preservation plan submitted at the master development plan stage must preserve a minimum of 20 percent of contiguous tree canopy with the understory.
- (2) Tree save areas must be designated as such when the area is platted or in a preliminary site development plan.
- (3) Tree canopy area(s) to be preserved as tree save area(s) must include environmentally sensitive areas that are present on site; including steep slopes, drainage areas, riparian buffers, or corridors along arterial and collector streets.

### C. Tree Survey and Photogrammetric Documentation

- 1. An applicant who selects the Tree Designation Alternative ~~shall~~ must submit a tree survey and photogrammetric documentation indicating the size and common name of trees within the application area. The survey ~~shall~~ must identify by common name and indicate by caliper size each Significant Tree.
- 2. The tree survey ~~shall~~ must be prepared on a topographic survey of the site to establish the tree elevation at the trunk and the drip line for individual trees and at the edge of the drip line for wooded areas. (Ord. 09-22 § 14, 2009)

### D. Permitting Requirements

- 1. The developer ~~shall~~ must prepare and present a tree preservation conservation plan and statement of intent at the time of a pre-application meeting or submittal of this information with application for a plat, rezoning or final site development plan.
- 2. The conservation plan ~~shall~~ must:
  - a. identify the general location and massing of wooded areas, areas with dense shrubbery, and isolated individual mature hardwood trees,
  - b. designate which areas or trees are to be preserved and which are to be removed;
  - c. identify the location of all site improvements, buildings, general utility locations, and preliminary site grading,
  - d. indicate which trees and wooded areas are to be protected and the measures proposed to protect them during the construction phase. (Ord. 09-22 § 14, 2009)

## E. Protection of Existing Trees

1. Existing trees and their root zones that are to be saved ~~shall~~ must be protected from all construction activities, including earthwork operations, movement and storage of equipment and vehicles and placement of construction materials and debris. No structure ~~shall~~ will encroach within/over a tree preservation easement.
2. Erosion protection measures may be required to prevent siltation of the tree preservation areas during construction.
3. Every effort ~~shall~~ must be made to locate utility easements away from tree preservation areas. However, utility easements may be located adjacent to tree preservation areas as long as adequate clearance and protection is provided for the tree preservation area during the installation of the utilities adjacent to the tree preservation easement. When utilities or infrastructure systems must cross tree preservation areas, every effort ~~shall~~ must be made to minimize tree removal in such areas. If the removal of trees within these areas is determined to be excessive, the Planning Official may require the developer to replace the trees or pay into a Tree Preservation Escrow. (*Ord. 09-22 § 14, 2009*)
4. To ensure protection of tree preservation areas, protection zones ~~shall~~ must be delineated on plats, rezoning and final site development plans. During the construction process, the protection zones ~~shall~~ must be identified on the property using standard orange barricade fencing or comparable fencing material. The fencing ~~shall~~ must be four (4) feet in height and supported by metal channel posts spaced at a minimum of ten (10) feet on center. The fencing ~~shall~~ must be placed around all trees or wooded areas to be protected and ~~shall~~ remain erect and secure throughout all construction phases. (*Ord. 09-22 § 14, 2009*)
5. A tree preservation plan and statement of intent is required prior to removal of 20% of existing woodland area or more when not associated with a pending development case. This requirement pertains to all properties zoned residential or used as a residence in excess of 10 acres and all other properties in excess of five (5) acres in size.

## F. Exceptions

A credit may be granted for all existing hardwood and evergreen trees indicated to be preserved. Trees that measure from two and one-half (2½) to eight (8) inches in caliper, as measured four and one-half (4½) feet above ground level, may be credited on a one tree for one tree basis. Trees that measure greater than eight (8) inches in caliper may be credited on a two tree for one tree basis.

Credited trees may only be located in that portion of the development project where new tree plantings are otherwise required, or in a Type "N" buffer as designated in Section [18.30.130](#). Tree credits ~~shall~~ will not be granted if one of the following conditions exists:

1. Trees posing imminent danger to the public health, welfare or safety of the residents of the City of Olathe. In those instances, the Planning Official may give verbal authorization to remove the trees. (*Ord. 09-22 § 14, 2009*)
2. Trees that are diseased injured, in danger of falling, or too close to existing or proposed structures.
3. Trees interfering with existing utility service, or creating unsafe vision clearance.

#### **G. Mitigation**

1. Any tree or trees removed from within an approved tree preservation area ~~shall~~ must be replaced with similar species or other hardwood species.
2. Replacement trees ~~shall~~ must meet the minimum requirements for trees as defined in Section in subsection [B](#) above at the rate of one (1) inch caliper of replacement tree for every one (1) inch caliper of tree removed.
3. In lieu of protecting trees on-site, the applicant may provide a cash escrow equivalent to one and one-half (1½) times the monetary value of the tree or topsoil removed or destroyed up to a maximum of ten thousand dollars (\$10,000) per occurrence. Monetary value is to be determined by referring to current tables and formulas produced by the Council of Tree and Landscape Appraisers. The developer or owner ~~shall~~ will incur the cost for the appraisal to be completed by a certified arborist using the International Society of Arboriculture Manual of Plant Appraisal. The Tree Preservation Escrow Account ~~shall~~ must be used to install new trees on City-owned and publicly accessible property or rights-of-way. (*Ord. 09-22 § 14, 2009*)

#### **H. Removal of Trees Within Existing Tree Preservation Areas:**

Property owners may not remove trees meeting the minimum requirements for tree preservation unless mitigation is provided (see subsection [G](#), above).

## 18.50.180 Satellite Dish Antennas

### A. Applicability

This section applies to any satellite dish antenna, defined as a device incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, cone, horn, or cornucopia. The device is used to transmit and/or receive radio or electromagnetic waves between terrestrial and/or orbital based uses. This definition includes but is not limited to, what are commonly referred to as satellite earth stations, TVROs (television reception only satellite dish antennas), and microwave antennas.

### B. Ground-mounted

1. In **residential** districts, ground-mounted satellite dish antennas are subject to the following performance standards:

- a. The maximum height ~~shall~~ will not exceed thirty (30) feet from the established grade where it is mounted.
- b. The antenna ~~shall~~ must be located within the rear yard and set back a minimum of ten (10) feet from all property lines.
- c. All cables and lines serving the antenna ~~shall~~ must be located underground.

2. In commercial and industrial districts, ground-mounted satellite dish antennas are subject to the following performance standards:

- a. The maximum height is fifteen (15) feet from the grade where it is mounted.
- b. The antenna ~~shall~~ will not be located within a required yard setback.
- c. No antenna ~~shall~~ will be placed in the front yard.

### C. Wall and Roof-mounted

1. In **residential** districts, the maximum height (measured from the highest point) of any wall or roof-mounted satellite dish antenna ~~shall~~ must not extend more than five (5) feet above the peak of the roof surface. The antenna ~~shall~~ will not be located on the front side of the house or roof.

2. In **commercial and industrial** districts, wall or roof-mounted satellite dish antenna are subject to the following performance standards:

- a. The maximum height (measured from the highest point) is fifteen (15) feet above the roofline.
- b. The antenna ~~shall~~ **must** be screened in accordance with Section ~~18.30.130.H.4~~ **18.30.130.I**.

## 18.50.190 Signs\*

\* Signs are also governed by OMC Chapter [12.10](#)

*Purpose and Findings: This section regulates and controls all exterior signs placed for observation in order to preserve, protect and promote the public health, safety, and general welfare of the residents of the City of Olathe. This section:*

- *Encourages the reasonable, orderly and effective display of signs;*
- *Enhances the physical appearance of the City;*
- *Reduces visual clutter;*
- *Prevents blighting influences;*
- *Protects property values;*
- *Provides minimum standards to safeguard life, health, and property by regulating and controlling the size, height, design, quality of materials, construction, location, electrification and maintenance of all signs and sign structures; and*
- *Authorizes the use of signs that are compatible with their surroundings.*

### A. Applicability and Definitions

This section applies to signs. Signs, sign types, and other terms and phrases used in this section are defined as follows:

**“A” Frame Sign** A freestanding sign which is ordinarily in the shape of an “A” or some variation thereof, which is readily moveable, and is not permanently attached to the ground or

any structure. Nondurable materials, glass, paper, laminated paper, vinyl, plastic, PVC pipe frames, or illumination are prohibited materials for the construction of an "A" frame sign.

**Abandoned Sign** A sign which no longer advertises or identifies a business, lessor, owner, product, activity, message or location.

**Attention-Attracting Device** Any device intended to attract the attention of the public to an establishment, location, product or service, except signs as permitted by this section.

**Awning Sign** (Nonilluminated.) A sign which is mounted, painted or printed on, or attached to an awning, or canopy. ~~Awnings shall be made of canvas, glass, or metal and open-ended; barrel-type awnings and standard residential type aluminum awnings are not permitted.~~

**Billboard** A freestanding outdoor advertising structure, on or off site, which advertises a product or service, or relays a message to the public, with a per face area greater than two hundred (200) square feet.

**Building Canopy** A roof-like structure attached to a building covering the entrance, exit, walkway or loading dock, not including the building roof line extension. For the purposes of this ordinance, when the pitch of a building canopy is 1:4 or less (twenty-five [25] degrees or less from vertical), the face of the canopy is considered part of the wall.

**Canopy** See "Building Canopy" and "Freestanding Canopy."

**Changeable Copy Sign** A permanent sign with a manually changeable face or message. This includes letters that can manually be replaced to change the message of the sign. It does not include electronic message boards or directly illuminated signs of any kind.

**Community Information Sign** A sign, located within a master planned community, that serves to direct people to a residential subdivision, public building, or community facility such as, but not limited to, a recreational area, nature trail, golf course, lake marina, information area, etc.

**Complex** A group of freestanding buildings, or buildings constructed in such a way as to give an appearance of being interrelated because of architectural similarity and/or interconnected drives and parking areas; or a building divided into two (2) or more separate offices, businesses



or apartments; provided, that the building is not part of a large complex. A complex is limited to apartment, office or business complexes, shopping centers and/or industrial parks.

**Copy Area** (See Sign Face.)

**Directly Illuminated Sign** A sign where the source of illumination is located on the sign face. The source of illumination may include, but not be limited to neon tubes, incandescent bulbs, and fluorescent tubes.

**Electronic Message Board** A sign which displays information through a digital display. Typically, electronic message boards use a bank of lights that can be individually lit to form copy such as words, letters, logos, figures, symbols, illustrations, or patterns to form a message that may change or move without altering the sign face. This includes video screens, LED (light emitting diode boards), or similar technology.

**Erected** This term means attached, altered, built, constructed, reconstructed, and ~~shall~~ must include the painting of wall signs, but does not include copy changes on any legal conforming sign.

**Freestanding Canopy** A self-supported, detached roof-like structure ~~normally~~ covering such areas as gas islands pumps and drive-through service areas.

**Governmental Sign** A sign for the control of traffic and other regulatory purposes, street signs, construction signs, danger signs, railroad crossing signs, and signs of public service companies indicating danger and aids to service or safety which are erected by or on the order of any public official in the performance of his/her public duty.

**Indirectly Illuminated Sign** A sign which is illuminated by a shielded light source.

**Internally Illuminated Sign** A sign illuminated by an internal light source diffused through a translucent material.

**Marquee** A permanent roof-like structure or canopy of rigid materials supported by and extending from the façade of a building frequently used to display signage.

**Master Planned Community** A mixed-use development consisting of six hundred forty (640) or more contiguous acres under one (1) ownership, for which a comprehensive master plan has been approved by the City Planning Commission.

**Menu Board, Freestanding** A permanent, nonportable sign that faces and is adjacent to a drive-through lane. Preview boards are freestanding.

**Menu Board, Wall** A sign that is located in a permanently mounted display box on the surface of the building. This type of sign customarily incorporates a menu containing a list of products and prices offered by a restaurant. Menu boards do not include preview boards.

**Monument Sign** A freestanding sign having a solid appearance and a low profile, normally consisting of a face and base. The sign may be constructed with stone, concrete, metal, routed wood planks or beams, brick or other materials consistent with the building the sign is representing.

**Off-Site Sign** A sign that pertains or directs attention to a business, product, service, activity, person, organization, institution, event, place, object, or location not located, manufactured, conducted, sold, or offered on the premises on which the sign is located.

**Parapet or Parapet Wall** That portion of a building wall that rises above the roofline.

**Permanent Sign** Any wall, monument, or other sign that is fixed, lasting, stable, enduring, not subject to change, and intended to remain for an indefinite period of time.

**Person** An individual, corporation, association, firm or partnership.

**Portable Sign** A sign which is not permanently affixed to the ground, building or other structure, which may be mounted on wheels, worn or carried by an individual, and can easily be transported from place to place, but does not include permitted temporary signs.

**Preview Board** A permanent, nonportable sign used in conjunction with a menu board that faces and is adjacent to a drive-through lane. Preview boards are freestanding, and are not attached to menu boards. Electronic preview boards with programmable messages are not permitted.

**Projecting Sign** A sign extending from the face of the building to which it is attached, not including wall signs. Also known as blade signs.

**Public Notices and Signs** Official notices or signs for a public purpose as required by any law, statute or ordinance or as permitted by the Governing Body, and includes signs of public service companies indicating danger and aids to service or safety.

**Real Estate Sign** An on-site or off-site sign which advertises the sale, rental or lease of property, or special program signs, such as open house, energy conservation, warranty, builder, etc.

**Roof** The primary cover of a building used to shed weather, including all supporting materials.

**Roof Sign** A sign erected, constructed or maintained partially or wholly upon or over the roof of a building.

**Sign** Any identification, description, illustration, message, symbol, logo or device which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanent or temporary display of merchandise, emblems, corporate flags, pennants or placards, designed to advertise, identify, or convey information, including all supporting structures.

**Sign Alteration** The replacement, enlargement, rewording, reduction, reshaping, or repainting using different colors, of a sign to serve an establishment or business.

**Sign Area** See "Sign Face."

**Sign Base** That portion of a sign attached to the ground and supports the sign face or sign copy area, but excluding the sign footing.

**Sign Face** That area used to measure the sign area (see subsection [C.6](#), below). See subsection [D](#), below, for sign face rules for monument signs and wall signs.

**Sign Maintenance** See Subsection [E.1](#), below.

**Sign Structure** The base, supports, uprights, braces, framework and face of a sign.

**Snipe Sign** A sign constructed of any kind of material that is attached to a utility pole, tree, fence or similar object located or situated on public or private property.

**Subdivision Entry Marker** A monument sign located at the entry of a platted subdivision.

**Temporary Sign** A sign constructed of cloth, canvas, cardboard, plywood or other similar material, which is readily moveable and not permanently attached to the ground or any structure thereof, that does not constitute a structure, and which is intended to be displayed for a short period of time. Examples include garage sale signs, grand opening signs, and election signs.

**Traffic Control Sign** A sign for the control of traffic and other regulatory purposes, street signs, construction signs, danger signs, railroad crossing signs, erected by or on the order of any public officer in the performance of his/her public duty, as well as signs erected on private property designed to facilitate traffic safety or traffic circulation on the site.

**Under Canopy Sign** A sign that is placed under the canopy at right angles to the wall of the building. Its sole purpose is for communicating to pedestrian traffic the name of the tenant.

**V-Shaped Sign** The two (2) permitted faces of a standard double-faced yard or monument sign placed in a v-shaped configuration where the two (2) faces or their supporting structures are connected at the point of the "V." The angle between the two (2) faces ~~shall~~ will not exceed sixty (60) degrees.

**Vehicular Sign** Any name, insignia, logo, or sign displayed, mounted, painted or otherwise placed on a trailer, truck, automobile, or other vehicle that is parked, placed, or stored so that the vehicular sign is visible from a public street or right-of way, or that is parked, placed, or stored for the purpose of displaying advertising signage.

**Wall** A vertical structure which is solid and encloses a building, and supports the roof.

**Wall Sign** A sign that is parallel to, and attached to, the surface of a wall, including illuminated awning signs. If a sign is placed on a canopy that has a roof slope of 1:4 or less (twenty-five [25] degrees or less from vertical), the face of the sign may be perpendicular to the ground.

**Window Sign** A sign that is placed on or behind a windowpane and intended to be viewed from outside the building. Window signs ~~shall~~ must be painted, posted, or etched on an interior translucent or transparent surface, including windows or doors. This sign may contain text, graphic logos, or images combined with color.

**Yard Sign** A sign supported by one or more uprights, posts, or bases placed upon or affixed in the ground and not attached to any part of a building.

## **B. Administration**

### **1. Sign Permit**

#### **a. Applicability**

It is unlawful for any person to erect, or alter any sign as defined in this ordinance without first obtaining a sign permit. This does not require a permit for sign maintenance, altering permitted changeable copy, or signs exempted from a permit as described elsewhere in this section.

#### **b. Initiation**

Sign permit applications ~~shall~~ must be accompanied by one (1) set of plans drawn to scale indicating the sign size, location, method of illumination, colors, materials of the sign and structure, method of attachment, and any permit fees. In addition, the applicant ~~shall~~ must submit other information relating to the placement, construction, and design, as needed to demonstrate compliance with this section.

#### **c. Decision**

The Building Official ~~shall~~ will approve or deny the sign permit application no later than thirty (30) days following the date of its submission. If the Building Official fails to timely act on the application, the sign permit is deemed approved unless the applicant submits a request for continuance.

#### **d. Issuance**

The Building Official ~~shall~~ will issue a permit for the erection, alteration, or relocation of a sign within the City when an application has been properly made and the sign complies with all appropriate laws and ordinances.

#### **e. Revocation and Denial**

The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this section whenever the permit is issued on the basis of a misstatement of material fact or fraud. When a sign permit is denied by the Building Official, a written notice of the denial ~~shall~~ will be given to the applicant, together with a brief written statement of the reasons for the denial.

#### **f. Sign Permit Appeal**

An appeal of denial may be made to the Board of Zoning Appeals upon denial of a sign permit. The appeal ~~shall~~ must be filed within thirty (30) days of the denial of the sign permit. The Board of Zoning Appeals ~~shall~~ must make a final decision not later than forty-five (45) days after the appeal has been filed unless a request for continuance is submitted by City staff or applicant.

#### **g. Scope of Approval**

A sign permit does not authorize the maintenance of an unlawful sign, and does not constitute a defense in an action to abate an unlawful sign.

## **2. Removal of Sign**

**a.** If the Planning Official determines that any sign or other advertising structure regulated by this section, located on private property, is unsafe, or has been constructed, erected or is being maintained in violation of the provisions of this ordinance, the Planning Official ~~shall~~ will notify the sign owner in writing. The owner ~~shall~~ must immediately remove or repair the sign to bring it into compliance and/or make it safe. If the owner fails to remove or repair the sign so as to comply within five (5) days after the notice, the Planning Official may cause the sign to be removed or repaired to make it safe, at the expense of the permittee or owner.

**b.** The City Clerk ~~shall~~ will mail a statement of the costs for removal or repair of the unsafe or unlawful sign to either the last known address of the owner of record of the property, the person in charge of such property, or the sign permittee. If the costs are not paid within ten

(10) days from the time of mailing of the notice, the Governing Body may proceed to pass an ordinance levying a special assessment for the cost against the subject lot or parcel of land. The City Clerk ~~shall~~ must certify the assessment to the County Clerk for collection and payment to the City in the same manner as other assessments and taxes are collected and paid to the City.

If the Planning Official determines that any sign, advertising structure, or attention-attracting device has been located on public property, including right-of-way, the Planning Official may remove the sign, structure, or device without notice to its owner or erector. These items ~~shall~~ must be disposed of immediately by the City of Olathe.

### **3. Access and Right of Entry**

- a. The Planning Official may inspect any sign to determine whether it complies with this section. Inspections ~~shall~~ will be done at a reasonable time.
- b. If the building, premises or establishment to be inspected is occupied, the Planning Official ~~shall~~ must first present proper credentials and demand entry. If the building or premises is unoccupied, he/she ~~shall~~ must first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and demand entry. If entry is refused, the Planning Official ~~shall~~ must have recourse as provided by law to secure entry.
- c. If, after demand, entry or access is refused, the Planning Official may acquire such access by application to a court of competent jurisdiction; provided, however, that the agency complies with the provisions of Section 15 of the Kansas Bill of Rights and the Fourth Amendment to the United States Constitution relating to unreasonable searches and seizures.

## **C. General Standards**

### **1. Routine Maintenance:**

All signs ~~shall~~ must be of sound structural quality, be maintained in good repair, and have a clean and neat appearance. The land adjacent ~~shall~~ must be kept free from weeds and trash. If signs are not being maintained as described, said sign may be ordered to be removed.

### **2. Minimum Setback**

All signs ~~shall~~ must maintain a minimum setback of ten (10) feet from all property lines and set outside of the site distance triangle except as provided in this section.

### **3. Placement on Easement or Right-of-Way**

No private sign ~~shall~~ will be placed on a public easement, unless, in the opinion of the City Engineer, the placement will not interfere with the intended use of the easement. No private sign ~~shall~~ will be placed on a public right-of-way.

### **4. Illuminated Signs**

Illuminated signs ~~shall~~ must be internally or indirectly illuminated. Neon tubes, incandescent bulbs, fluorescent tubes, and other sources of direct illumination that are exposed to the human eye are not permitted. Indirect illumination ~~shall~~ must be directed away from pedestrian walkways, and ~~shall~~ not shine into adjacent property or cause glare for motorists and pedestrians.

### **5. Compliance with Building Code**

All signs ~~shall~~ must comply with the Building Code relating to design, structural members and connections. Signs ~~shall~~ must also comply with the provisions of the National Electrical Code and the additional construction standards set forth in this section.

### **6. Measurements of Signs**

a. In determining the area of a sign, the entire sign face is included.

(1) The sign face includes the advertising surface and any framing, trim, molding, cabinet, panel or any visually or architecturally distinct area enclosing the copy, logo and any other graphic component of the sign.

(2) Where individual letters or graphics are used, and no distinct enclosed area is present, the sign face is the rectangle, box, circle or other regular geometric shape, or combinations thereof, enclosing the letters, logo or other graphic elements.

(3) For a V-shaped sign, the sign face is the area within a line including all outer extremities, framework, or background of the cabinet or structure on which the letters, text, or symbols are mounted, but not including the sign base. For the determination of sign area square footage, the two (2) faces of the "V" configuration ~~shall~~ must be considered together for an overall square footage.



- b. If the sign structure or supports become part of the sign due to the design of the structure or supports in relation to the sign, the structure or supports are included in the determination of copy area.
- c. If a sign is composed of letters only, with no connection by the advertising structure between the letters, the copy area ~~shall~~ must be determined by measuring the distance from the outside edges of the outside letters and from the top of the largest letter to the bottom of the lowest letter. If one (1) letter is unequally large or small in comparison to the other letters composing the sign, the unequal letter ~~shall~~ must be squared off, the remaining letters ~~shall~~ must be measured from the outside edges, and the two (2) added for a total copy area determination.
- d. Unless determined by the zoning district regulations, the allowable copy area of a sign ~~shall~~ will be based on one (1) side of the sign. Double-faced copy area is allowed if both sides of the sign are parallel to one another and comply with the applicable area requirements of this section, or the sign is a V-shaped sign.

## D. Standards by Sign Type

### 1. Monument Signs

- a. For a monument sign, the sign face is the area within a line including all outer extremities, framework, or background of the cabinet or structure on which the letters, text, or symbols are mounted, but not including the sign base.
- b. Monument signs must be built on a solid base.
- c. Monument signs may be single or double faced.
- d. Monument signs may be nonilluminated, indirectly illuminated or internally illuminated.
- e. The sign face and base ~~shall~~ must not exceed six **(6) feet** in overall **height** above the natural or average grade.
- f. The actual **sign face** ~~shall~~ must not exceed **twenty-five (25) square feet** in area per face if set back the minimum of ten (10) feet from a property line. For each additional five (5) feet of setback, the overall sign height may be increased two (2) feet and the sign face may be increased ten (10) square feet to a maximum of fifteen (15) feet in overall sign height and sixty-five (65) square feet per sign face.

- g.** When a single **business or complex** is located on a site **more than five (5) acres**, one (1) of the two (2) monument signs permitted in the commercial and industrial districts may be increased to a maximum height of fifteen (15) feet and a maximum face area size of sixty-five (65) square feet, and ~~shall~~ must be set back at least fifteen (15) feet from all property lines and outside of sight distance triangles and easements.
- h.** The sign base area ~~shall~~ must not exceed the actual sign face area by more than ten (10) percent. The sign face ~~shall~~ must not exceed the width of the base by more than twenty-five (25) percent.
- i.** Landscaping, such as flower beds, shrubs and bushes, ~~shall~~ must be provided in an area of at least two and one-half (2½) feet around the base of the sign. The applicant ~~shall~~ must designate the area and type of plantings in the sign permit application.

## 2. Wall Signs

- a.** For a wall sign, the sign face is the area within a line including the outer extremities of all individual mounted letters, text, or symbols attached to a wall or retaining wall. For any sign located on a wall or retaining wall that has a cabinet or background attached to the wall, then the sign face includes all outer extremities, framework or background of the cabinet or structure.
- b.** Wall signs may be nonilluminated, internally illuminated or indirectly illuminated.
- c.** When a wall sign is placed on a canopy and is perpendicular to the ground, all supports, braces and brackets ~~shall~~ must not be visible.
- d.** The top of the sign when placed on a parapet or a canopy ~~shall~~ must not extend more than five (5) feet above the actual roofline.
- e.** Wall signs ~~shall~~ must not extend more than twelve (12) inches above the top of the wall, parapet or canopy.
- f.** Tenant spaces that are part of a multitenant building and face an internal parking lot with no direct wall area to a street frontage from the tenant space are allowed a wall sign to face the street frontage.

## **E. Signs Permitted in All Districts**

The following signs are permitted in all districts and do not require a sign permit, unless otherwise noted. The signs must conform to all other regulations and ordinances of the City.

### **1. Sign Maintenance**

The normal care and minor repair that is necessary to retain a safe, attractive sign and supporting structures. Repainting with the same colors, or repairing copy or logo ~~shall~~ will be considered maintenance if the name, product, service, place, activity, person, or similar elements depicted remain the same.

### **2. Governmental Signs**

Traffic control signs and public notices, including changeable copy signs for government offices and facilities.

### **3. Signs during Construction Activities**

In addition to any other permitted sign, a temporary freestanding, nonilluminated sign is allowed.

- a.** The sign must be located on the site of the development. If the development involves a subdivision plat for a single-family or duplex subdivision, signs during construction activities may also be located within 1,000 feet of the subdivision if the total number of on- and off-site signs does not exceed the amount prescribed in subsection [E.3.e](#), below.
- b.** The sign ~~shall~~ must not exceed eight (8) feet in height or thirty-two (32) square feet in area per face.
- c.** The sign may have two (2) faces.
- d.** The minimum setback from any property line is thirty (30) feet. For each additional setback of ten (10) feet, the face area may be increased ten (10) square feet and the height may be increased one (1) foot. The maximum face area ~~shall~~ must not exceed one hundred (100) square feet, and the maximum height ~~shall~~ must not exceed fifteen (15) feet, except as provided below.
- e.** One (1) sign during construction activities is permitted for every one thousand (1,000) feet of street frontage. If a development has more than one (1) street frontage, then a

separate on-site development sign is permitted on each frontage. A maximum of three (3) on-site development signs is permitted for a development.

**f.** When a tract of property held under one (1) ownership is being developed as one (1) project and is more than one hundred (100) acres in size, one (1) of the permitted signs during construction activities may be increased in size to two hundred (200) square feet per face in area. When the development is larger than two hundred (200) acres, the sign face area of the sign during construction activities may be increased one (1) additional square foot for every five (5) acres over two hundred (200) acres. This sign ~~shall~~ must maintain a one hundred (100) foot setback from all property lines.

**g.** For purposes of applying the rules for removing temporary signs (see subsection [O.7](#) below), the events to which the sign is related are considered complete when a certificate of occupancy is issued for the last building or phase.

**h.** A sign permit is required.

#### **4. Real Estate Sign**

##### **a. R-1 and R-2 Districts**

Real estate signs ~~shall~~ must not exceed six (6) square feet per face, with two (2) faces per sign permitted. The maximum height of the sign ~~shall~~ must not exceed six (6) feet. A maximum of three (3) signs per lot is permitted.

##### **b. R-3, R-4, Commercial and Industrial Districts**

Real estate signs ~~shall~~ must not exceed sixteen (16) square feet in area per face with two (2) faces permitted. The sign ~~shall~~ must not exceed five (5) feet in height with a maximum twelve (12) inch gap above grade. A maximum of two (2) signs is permitted for each parcel. In addition, one (1) real estate sign, not exceeding six (6) square feet per face, with a maximum of two (2) faces permitted, and a maximum height of six (6) feet is permitted. For signs attached to the wall of a building, the sign ~~shall~~ must not exceed ten (10) percent of the wall area on which it is attached.

##### **c. Undeveloped Land for Sale Signs**

In lieu of the signs permitted in subsections [E.4.a](#) and [E.4.b](#), above, undeveloped and unplatted land over ten (10) acres in size are permitted two (2) "For Sale" signs not to

exceed thirty-two (32) square feet in area per face, with two (2) faces permitted. The signs ~~shall~~ must not exceed eight (8) feet in height.

## 5. Community Information Signs

- a. Such signs ~~shall~~ must be part of an overall signage plan for a master planned community that includes directional signs, traffic control signs, governmental signs, identification signs, subdivision entry markers, monument signs, etc. The community information signs ~~shall~~ must be harmonious in color, sizing and location. The purpose of such signs will be to facilitate the movement of vehicular and pedestrian traffic within a master planned community. The number of signs ~~shall~~ must be kept to the minimum necessary to accomplish this purpose.
- b. Each sign ~~shall~~ must not exceed twenty (20) square feet per face with two (2) faces permitted. The sign ~~shall~~ must not exceed six (6) feet in height. The minimum setback from any property line ~~shall~~ must be one (1) foot. The design of the sign may incorporate a base of materials consistent with the overall signage plan. The sign base area ~~shall~~ must not exceed the actual face area by more than ten (10) percent.
- c. No advertising or promotional information is permitted on a community information sign; however, a logo used elsewhere in the master planned community may be permitted. Such sign may be nonilluminated, indirectly illuminated, or internally illuminated.
- d. Such sign ~~shall~~ will be maintained by the sign owner according to the provisions of this ordinance.
- e. A sign permit is required.

## 6. Traffic Control Signs on Private Property

Such signs ~~shall~~ must be in conformance with the requirements of the Manual on Uniform Traffic Control Devices.

## 7. Signs Mounted on Interior Building Surfaces

Such as signs mounted on the inside of windows and doors except as provided in Section 18.64.105.

## 8. Directional Signs

Such signs ~~shall~~ must not exceed four (4) square feet per face with two (2) faces permitted. The sign ~~shall~~ must not exceed four (4) feet in height if freestanding.

## F. Residential Districts (AG, R-1, R-2, R-3, R-4)

The following signs are permitted with a sign permit:

### 1. Wall Signs

#### a. Residential Structures

In the R-1 and R-2 districts, one (1) nonilluminated wall sign is allowed per building, not more than one (1) square foot in area. No permit is required for these signs.

#### b. Public or Semi-Public Buildings

One (1) nonilluminated wall sign per building. Wall signs ~~shall~~ must not exceed ten (10) percent of the wall upon which they are placed or one hundred (100) square feet, whichever is less.

#### c. Legal Nonconforming Business

One (1) nonilluminated wall sign per building. Wall signs ~~shall~~ must not exceed ten (10) percent of the wall upon which they are placed.

### 2. Subdivision Entry Markers

Each subdivision is permitted a monument sign at the subdivision entry, and located within the platted subdivision on a platted tract. Unless otherwise stated on the final plat or final site development plan, the owner of the property on which the sign is located ~~shall~~ must maintain the monument sign.

### 3. Monument Signs:

a. Every building constructed for a permitted nonresidential use is permitted one (1) monument sign.

b. One (1) monument sign per multifamily complex. If the complex fronts on two (2) streets, one monument sign ~~shall~~ will be allowed on each street frontage.

#### 4. Changeable Copy Signs

a. In lieu of permitted standard monument sign, one (1) changeable copy sign is allowed for the following permitted nonresidential uses:

- (1) Colleges, universities, professional schools and junior colleges (public or private).
- (2) Elementary and secondary schools, public and private.
- (3) Libraries.
- (4) Public buildings.
- (5) Government offices and facilities.
- (6) Similar uses as allowed by interpretation of the Planning Official.

b. Permits are not required for replacing or altering changeable copy on these signs.

c. Changeable copy signs ~~shall~~ must comply with the standards for monument (see subsection D.1, above).

d. Electronic message boards are prohibited.

#### G. Mixed Use (N, TOD) and Planned (PD, PR) Districts

1. Due to the nature of the **planned development** district, sign standards and regulations may be established or modified as part of rezoning application and development plans.

2. The following signs are permitted in a **Mixed Residential** Area of an **N** district with a sign permit:

- a. A sign may be a wall sign, an awning sign, projecting sign, or under canopy sign.
- b. A single-family or two-family dwelling may have one (1) nonilluminated wall sign per building, not more than one (1) square foot in area, indicating a permitted home occupation.
- c. A townhouse, condominium or multifamily building may have not more than two (2) signs with a total sign area of not more than eight (8) square feet.

**d.** A commercial building may have not more than two (2) signs with a total sign area of not more than twelve (12) square feet.

**e. Neighborhood Entry Markers**

Each neighborhood is allowed a monument sign at the entry.

**f.** Internal illumination of signs is prohibited.

**3.** The following signs are permitted in a **Center Area, Civic Uses or Civic Spaces** of an N district with a sign permit:

**a.** A sign may be a wall sign, an awning sign, projecting sign, under canopy sign, or monument sign.

**b.** A **building** may have up to five (5) signs with a total sign area of up to five (5) percent or thirty (30) square feet (whichever is less) per street-facing elevation.

**c.** No **internally illuminated** sign may be located on any wall of a nonresidential building facing a residential building.

**d.** A **projecting sign** is permitted a maximum of two (2) sign faces. The sign ~~shall~~ must not extend more than three (3) feet from the face of the building and ~~shall~~ must maintain not less than eight (8) feet clearance between the bottom of the sign and the finished grade.

**e. Under Canopy Signs**

In buildings with three (3) or more tenants, one (1) under canopy sign per business is permitted in addition to the signs described in this section. Under canopy signs ~~shall~~ must not exceed two (2) square feet in area.

**f. Wall and Under Canopy Signs**

In buildings with three (3) or more tenants, wall and under canopy signs ~~shall~~ must be similar in color, materials and lighting. These signs ~~shall~~ must be incorporated into the design of the area.

**4. Supportive Uses** in an N district are subject to subsection [G.3](#), above. In addition, if the lot or parcel has a freestanding canopy, the following additional signs are allowed:



- a. Up to two (2) double-faced signs, which may be mounted on a freestanding canopy or may be projecting signs, under canopy signs, or monument signs.
- b. The sign(s) may be nonilluminated, internally illuminated or indirectly illuminated.
- c. The sign(s) ~~shall~~ must not exceed eighteen (18) square feet per face, with two (2) faces permitted.
- d. The maximum height of the signs, if not located on canopy supports, ~~shall~~ must not exceed ten (10) feet.
- e. The sign(s) ~~shall~~ must not be placed closer to the public right-of-way than the closest freestanding canopy.

#### **H. Commercial/Office Districts (O, C-1, and BP)**

The following signs are permitted in the O, C-1 and BP districts with a sign permit:

##### **1. Wall Signs**

- a. Each freestanding building is permitted not more than two (2) wall signs, limited to one (1) per wall. The area of the wall sign ~~shall~~ must not exceed ten (10) percent of the area of the wall upon which it is mounted.
- b. If a business is part of a multitenant complex, each tenant ~~shall~~ will be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed. Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed. Signs facing the rear of the building are prohibited except as defined in subsection P.8, below.

##### **2. Monument Signs**

- a. One (1) monument sign is permitted for each freestanding building housing one (1) tenant or each complex.
- b. In complexes, or single business sites, on property more than five (5) acres in size and with more than one (1) street frontage, a second monument sign is permitted on the additional street frontage.
- c. If a single business or complex is located on a site more than **five (5) acres** in size, one (1) of the two (2) monument signs may be increased to a maximum height of fifteen (15)

feet and a maximum face area size of sixty-five (65) square feet. For each additional five (5) feet of setback (from the minimum required), the overall sign height may be increased two (2) feet in height and the sign area may be increased ten (10) square feet to a maximum of twenty-one (21) feet in overall sign height and a maximum face area size of ninety-five (95) square feet.

**d.** On a site of more than **twenty (20) acres**, signage may be allowed up to twenty-five (25) feet in height and a maximum sign face of one hundred (100) square feet. Both of the two (2) monument signs permitted may be increased up to a maximum height of thirty (30) feet and a maximum face area size of one hundred fifty (150) square feet with Governing Body approval. The increased monument signs ~~shall~~ must be set back at least fifteen (15) feet from all property lines and outside of sight distance triangles and easements (refer to Section [18.30.220](#)).

### **3. Projecting Signs**

In lieu of one (1) of the above permitted wall signs, one (1) projecting sign is permitted. The projecting sign ~~shall~~ must not exceed twelve (12) square feet in area with a maximum of two (2) faces. The sign ~~shall~~ must not extend more than three (3) feet from the face of the building.

### **4. Under Canopy Signs**

In complexes with three (3) or more tenants, under canopy signs are permitted in addition to the signage described above. One (1) under canopy sign is permitted for each business. Under canopy signs ~~shall~~ must not exceed two (2) square feet in area.

### **5. Wall and Under Canopy Signs**

In complexes with three (3) or more tenants, wall and under canopy signs ~~shall~~ must be similar in color, materials and lighting. These signs ~~shall~~ must be incorporated into the design of the complex.

### **6. Additional Sign**

*This subsection is designed to accommodate additional messages normally used by businesses in lower intensity commercial and office districts, such as time and temperature displays and the name of the complex or business that owns the sign.* In addition to permitted monument signs, one (1) additional monument, wall, or projecting sign may be permitted for a complex or a

business in a freestanding building subject to approval by the Planning Commission and Governing Body. Size, height and setback requirements are the same as for monument signs.

## **7. Restaurants**

*This subsection is designed to accommodate additional messages normally used by sit-down restaurants, such as menus.* In addition to the signs permitted above, restaurants with table service are allowed a menu board. These signs are not included in the calculation of maximum sign area for the building or tenant space.

- a. The menu board ~~shall~~ must be located adjacent to the entry. Attaching a sign to the exterior of a box is prohibited.
- b. These signs ~~shall~~ must not exceed four (4) square feet, including all framework.
- c. These signs are prohibited for drive-in and drive-through restaurants.

## **I. Commercial Districts C-2, C-3, C-4**

The following signs are permitted in the C-2, C-3 and C-4 districts with a sign permit:

### **1. Wall Signs**

- a. Each freestanding building is permitted up to three (3) wall signs. These signs are limited to one (1) per wall and ~~shall~~ must not exceed ten (10) percent of the total area of the wall upon which it is placed. Each exterior wall ~~shall~~ must be common to the interior business space.
- b. If a business is part of a multitenant building or complex, each tenant is allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed and ~~shall~~ must be common to the interior business space. Corner tenant spaces are allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed. Signs facing the rear of the building are prohibited except as defined in subsection [P.8](#), below.

### **2. Monument Signs**

Same as subsection [H](#), above.

### **3. Projecting Signs**

Same as subsection [H](#), above.

#### 4. Awning Signs

In addition to a wall sign or a projecting sign, an awning sign is permitted.

- a. Awning graphic ~~shall~~ [must](#) comprise no more than thirty (30) percent of the total exterior surface of an awning or canopy. If side panels are provided, they ~~shall~~ [must](#) not carry signs greater than twenty (20) percent of the area of the awning panel.
- b. Text on awnings is not allowed.
- c. Awnings must be permanently mounted on the wood or metal framing within a door or window opening, not on the wall surrounding the opening. The minimum height for awnings ~~shall~~ [must](#) be eight (8) feet from the lowest point to the sidewalk. Awnings ~~shall~~ [must](#) not extend more than four (4) feet from the building face.
- d. Awning signs are not allowed above the ground floor. Awnings without signs may be allowed above the ground floor if they complement the architecture.
- e. Awnings ~~shall~~ [must](#) not be a continuous feature extending over masonry piers or arches but designed to project over individual window and door openings.
- f. Internally lit or back-lit graphics awnings are not permitted.
- g. Standard residential aluminum awnings are not allowed. Awnings ~~shall~~ [must](#) be composed of noncombustible acrylic fabric.

#### 5. Under Canopy Signs

Same as subsection [H](#), above.

#### 6. Wall and Under Canopy Signs

Same as subsection [H](#), above.

#### 7. Additional Sign

Same as subsection [H](#), above.

## 8. Restaurant Menu Signs

Same as permitted in subsection [H](#), above.

## 9. Drive-Through Restaurants

*To accommodate additional messages normally used by drive-through restaurants, such as menus, the following apply to eating places:*

- a. Each drive-through or drive-in restaurant is permitted signs in addition to those described above.
  - (1) The additional sign is limited to one (1) freestanding or wall menu board per lane.
  - (2) The sign ~~shall~~ must not exceed six (6) feet in height or thirty-two (32) square feet in total surface area. Total surface area means all of the area included in the face of the sign, the trim, the base and other appurtenances.
  - (3) These signs may be nonilluminated, or illuminated.
  - (4) The preview board must be built on a solid base that is at least seventy-five (75) percent of the width of the sign face.
  - (5) The signs ~~shall~~ must be located along the sides or rear of the building.
  - (6) If the sign is visible from a public street, additional landscaping and/or fencing is required to screen the menu board from view from the public street.
- b. In lieu of one (1) freestanding or wall menu board, a restaurant may have a menu board located at each order station. The menu boards at each order station ~~shall~~ must not exceed four (4) square feet in surface area per face.
- c. In addition to the allowed menu board, one (1) preview board is permitted per drive-through lane and ~~shall~~ must be located in the lane. The preview board ~~shall~~ must not exceed six (6) feet in height or fifteen (15) square feet in total surface area. It ~~shall~~ must be constructed to match the structure of the associated menu board and may be nonilluminated or illuminated. The preview board must be built on a solid base that is at least seventy-five (75) percent of the width of the sign face. The preview board ~~shall~~ must be located along the sides or rear of the building, and set away from the menu-board by at least fifteen (15) feet. Whenever a preview board is visible from a public street, additional

landscaping and/or fencing ~~shall~~ must be used in order to screen the preview board from view of the public street.

## **10. Automatic Car Wash**

*This section accommodates customary information provided by car washes about services offered.* Each automatic car wash (conveyor type, longer than fifty [50] feet) is permitted signs in addition to those described in subsections I.9.a(1) through I.9.a(6), above. The additional signs are limited to one (1) freestanding or wall sign. The sign ~~shall~~ must not exceed five (5) feet in height, nor ~~shall~~ must it exceed twenty (20) square feet of surface area per face. The board may have two (2) faces. The signs ~~shall~~ must be nonilluminated, or indirectly illuminated. The signs ~~shall~~ must be located along the front, side or rear of the building. However, if the board is located in front of the building, sufficient fencing and/or landscaping ~~shall~~ must be provided to screen the board from view from public streets, alleys or other public property.

## **11. Freestanding Canopy Signs**

Signs may be placed on freestanding canopies if they meet the requirements for wall signs for buildings. Only the fascia of the canopy upon which the sign is placed ~~shall~~ must be used for determining the size of the sign.

## **12. Convenience Stores with Gasoline Sales, or Gas Stations**

*This subsection accommodates information customarily provided by these establishments about the price of gasoline sold and/or the nature of services offered on the premises.* These uses are permitted up to two (2) double-faced signs. The sign(s) may be nonilluminated, internally illuminated or indirectly illuminated. The sign(s) ~~shall~~ must not exceed eighteen (18) square feet per face, with two (2) faces permitted. The maximum height of the signs, if not located on canopy supports, ~~shall~~ must not exceed ten (10) feet. These signs are instead of standard monument signs.

## **13. Theater Signs**

A movie theater may have an attraction panel based on the following criteria:

### **a. Modules**

A movie theater, drive-in theater, or performing arts theater may have one (1) module per screen or stage, plus one (1) additional module. The module ~~shall~~ must not exceed eighteen

(18) square feet. A module is that portion of the sign, including trim, customarily used to display the title of a movie.

**b. Area and Number**

The total surface area of a sign face ~~shall~~ must not exceed one hundred sixty-two (162) square feet per face. A maximum of two (2) faces is permitted.

**c. Setback**

A minimum of thirty (30) feet from a street right-of-way is required.

**d. Height**

The maximum height of the sign ~~shall~~ must not exceed fifteen (15) feet from average grade level.

**e. Changeable Copy**

Movie theater signs may have changeable copy. Permits are not required for replacing or altering changeable copy on existing movie theater signs.

**J. Districts M-1, M-2 and MP-3**

The following signs are permitted with a sign permit:

**1. Wall Signs**

- a.** Each freestanding industrial establishment or building is permitted not more than three (3) wall signs. The signs ~~shall~~ will be limited to one (1) per wall and ~~shall~~ must not exceed ten (10) percent of the total area of the wall upon which they are placed or two hundred (200) square feet, whichever is less.
- b.** If a business is part of a multitenant complex, each tenant ~~shall~~ must be allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed. Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed. Signs facing the rear of the building are prohibited except as defined in subsection P.8, below.

## 2. Monument Signs

Same as subsection [H](#), above.

## 3. Convenience Stores with Gasoline Sales, or Gas Stations

Same as subsection [I](#), above.

## 4. Freestanding Canopy Signs

Same as subsection [I](#), above.

## 5. Awning Signs

Same as subsection [I](#), above.

## K. Downtown (D) District

The following signs are permitted in the Downtown (D) district with a sign permit:

### 1. Wall Signs

Same as permitted in subsection [G](#), above, in addition to the following standards:

- a. If a business is part of a multitenant complex, each tenant is allowed one (1) wall sign no greater than ten (10) percent of the tenant wall area upon which the sign is placed. Corner tenant spaces will be allowed one (1) additional wall sign no greater than ten (10) percent of the wall area upon which it is placed.
- b. Wall signs ~~shall~~ [must](#) be integrated with the architecture of the building and mounted in locations that respect the design of the building, including the arrangement of bays and openings. Signs ~~shall~~ [must](#) not obscure windows, cornices, grille work, piers, pilasters, and ornamental features.
- c. Lighted wall signs ~~shall~~ [must](#) not be located at the top of the building's façade if the façade is higher than two (2) stories and ~~shall~~ [must](#) not directly face a residential neighborhood.
- d. Wall signs are limited to the ground floor of the structure. Wall signs located on the side wall of a building that faces a side property line, alley, or parking area (including a side property line along a street), ~~shall~~ [must](#) not be lighted above the ground floor.



- e. One (1) wall sign located on the rear of the building is allowed provided it is adjacent to public right-of-way. Signs ~~shall~~ must be nonilluminated and are limited to ten (10) percent of the wall area or tenant space upon which they are placed.

## 2. Projecting Signs

In lieu of a wall sign or an awning sign, one (1) projecting sign per tenant in a multitenant building is permitted.

- a. Projecting signs ~~shall~~ must not be closer than fifty (50) feet apart, and no more than three (3) for every three hundred (300) feet of street frontage.
- b. Projecting signs ~~shall~~ must be oriented to pedestrians passing on the sidewalk in front of the buildings rather than to automobiles or pedestrians on the far side of the street, and ~~shall~~ must not be located above the ground floor.
- c. Projecting signs ~~shall~~ must not exceed twelve (12) square feet, and must provide a vertical clearance of eight (8) feet along pedestrian areas.
- d. Projecting signs ~~shall~~ must be mounted in locations that are compatible with the building design, including the arrangement of bays and openings. Signs ~~shall~~ must not obscure window, grille work, piers, pilasters, and ornamental features.
- e. Projecting signs ~~shall~~ must be internally or indirectly illuminated. Signs that use blinking or flashing lights are prohibited.

## 3. Awning Signs

In addition to a wall sign or a projecting sign, an awning sign is permitted.

- a. Sign copy ~~shall~~ must comprise no more than thirty (30) percent of the total exterior surface of an awning or canopy. If side panels are provided, they ~~shall~~ must not carry signs greater than twenty (20) percent of the area of the awning panel.
- b. Text on awning valences ~~shall~~ must not exceed eight (8) inches high. A valence drop length ~~shall~~ must not exceed twelve (12) inches.
- c. Awnings must be permanently mounted on the wood or metal framing within a door or window opening, not on the wall surrounding the opening. The minimum height for

awnings ~~shall~~ must be eight (8) feet from the lowest point to the sidewalk. Awnings ~~shall~~ must not extend more than four (4) feet from the building face.

d. Awning signs are not allowed above the ground floor. Awnings without signs may be allowed above the ground floor if they complement the architecture.

e. Awnings ~~shall~~ must not be a continuous feature extending over masonry piers or arches but designed to project over individual window and door openings.

f. Internally lit or back-lit graphics awnings are not permitted.

g. Standard residential aluminum awnings are not allowed. Awnings ~~shall~~ must be composed of noncombustible acrylic fabric.

#### 4. Window Signs

In addition to a wall sign or projecting sign, but not an awning sign, one (1) window sign is permitted.

a. No more than one (1) permanent window sign is allowed per window.

b. Window signs ~~shall~~ must not exceed ten (10) percent of the window area so that visibility into and out of the window is not obscured, except that window signs may be as large as twenty (20) percent of each window area if no wall sign is provided.

c. Sign copy ~~shall~~ must not exceed eight (8) inches in height, and ~~shall~~ must be applied directly to the interior face of the glazing or hung inside the window thereby concealing all mounting hardware and equipment.

d. Window signs on glazing ~~shall~~ must be either silk screened, back painted, metal leafed, or sandblasted onto the glass. Vinyl lettering is not allowed.

e. Neon and scrolling marquee signs displayed on the interior surface of a window constitute a permanent window sign within the Downtown Core and Downtown Santa Fe Corridor areas only. One (1) neon sign is permitted per business façade, and ~~shall~~ must not exceed twenty-five (25) percent of the total glass area of the window. Scrolling marquee signs are not permitted.

## 5. "A" Frame Signs

In addition to wall signs, projecting signs, or awning signs, "A" frame signs are permitted. "A" frame signs are permitted in the Downtown Core only.

- a. The maximum sign area for an "A" frame sign is eight (8) square feet.
- b. The maximum overall height is four (4) feet tall.
- c. "A" frame signs ~~shall~~ must not be permanently affixed to any object, structure, or the ground.
- d. Each tenant in a multitenant complex or building is limited to one (1) "A" frame sign, located on private property or within the public right-of-way adjacent to the tenant space, provided the sign does not interfere with vehicle access, pedestrian movement or wheelchair access to, through, and around the site. A minimum access width of five (5) feet should be maintained along all sidewalks and building entrances accessible to the public.
- e. "A" frame signs ~~shall~~ must be used only during regular business hours and ~~shall~~ must be removed during nonbusiness hours.

## 6. Menu Boards

In addition to the signs permitted above, a restaurant with table service is allowed a menu board. Restaurant menu signs are not included in the calculation of maximum sign area for the building or tenant space.

- a. Menu boards ~~shall~~ must be located in a permanently mounted display box on the surface of the building adjacent to the entry. Taping a sign to a box is prohibited.
- b. Menu boards ~~shall~~ must not exceed an area of six (6) square feet, including all framework.

## L. Billboard Regulations

*Purpose: This section allows nonconforming billboards to continue until they are removed under the terms of this ordinance. No new billboards may be constructed in any zoning district.*

1. Billboards are declared by this zoning ordinance to be incompatible to, and inconsistent with, land development and other permitted signs set forth within any particular zoning district. All existing billboards, in any zoning district, are declared nonconforming.

2. This section supersedes and controls over any conflicting provision in this chapter.
3. Billboards now in existence in any zone are declared legal nonconforming uses, and may remain, subject to the following restrictions:

**a. Sign Permit Required**

All existing legal nonconforming billboards are required to renew the sign permit every three (3) years. The Planning Official ~~shall~~ will inspect all legal nonconforming billboards upon receipt of a renewal application to determine full compliance with the provisions of the Unified Development Ordinance. The Planning Official ~~shall~~ will approve or deny the sign renewal application no later than thirty (30) days following the date of its submission. When a renewal is denied by the Planning Official, written notice of the denial ~~shall~~ must be given to the applicant, together with a brief written statement of the reasons for the denial. Permits are not required for replacing or altering content on existing billboards.

**b. Alterations of Nonconforming Billboards**

A legal nonconforming billboard may not be increased in size or elevation, relocated to another site or to a new location on the same site or expanded, enlarged, or extended in any way, including, but not limited to, the addition of advertising faces, the addition of digital faces, adding additional illumination or the addition of rotating faces with moveable panels designed to create additional advertising. Structural alterations mean alterations to, including replacement of, either the billboard face or the supporting structure. Normal maintenance and repair including painting, cleaning, or replacing damaged parts of the billboard is not considered a structural alteration.

**c. Replacement, Restoration or Reconstruction**

Any legal nonconforming billboard which remains damaged or in disrepair, regardless of the percentage of construction (or damage) value or area of square footage which is damaged, for a period of three (3) months following the date of damage ~~shall~~ must not be replaced, restored or reconstructed.

**d. Repairs and Maintenance**

All legal nonconforming billboards ~~shall~~ must be kept in good repair and maintained in a neat, clean, attractive and safe condition. Routine repairs and maintenance of nonconforming billboards necessary to maintain health and safety may be permitted. Said

repairs and maintenance ~~shall~~ must include such activities as painting and the replacement of a damaged or deteriorated sign face. A billboard owner ~~shall~~ will be prohibited from repairing or replacing a legal nonconforming billboard which is in disrepair in excess of fifty (50) percent of its replacement cost. An exception is made for those billboards which were destroyed by vandalism or other criminal or tortuous acts. Any legal nonconforming billboard which remains damaged or in disrepair, regardless of the percentage of construction (or damage) value or area of square footage which is damaged, for a period of three (3) months following the date of damage ~~shall~~ must not be replaced, restored or reconstructed.

#### **e. Failure to Comply**

Failure to comply with any applicable restrictions or performance standards of this ordinance may result in the revocation of the sign permit and removal of both the billboard sign face and its structure.

4. Any one (1) faced billboard that has remained vacant for a period of three (3) months or more ~~shall~~ will be deemed to have been abandoned and ~~shall~~ must result in the revocation of the sign permit and removal of the billboard. Any two (2) faced billboard that has both sides vacant for a period of three (3) months or more ~~shall~~ will be deemed to have been abandoned and ~~shall~~ must result in the revocation of the sign permit and removal of the billboard. This regulation does not apply if only one face of a two (2) faced billboard is vacant.

### **M. Highway Signs**

In addition to other signs permitted by this ordinance, highway signs are permitted for freestanding businesses (not part of a complex) having a minimum of fifty (50) percent of its site within eight hundred (800) feet of the centerline, or five hundred (500) feet of the right-of-way (whichever is less) of I-35 or K-10 highway. Highway signs ~~shall~~ must comply with monument sign criteria with the following exceptions:

1. The width of the base of the sign ~~shall~~ must not be less than twenty (20) percent of the width of the sign face nor more than sixty (60) percent of the width of the sign face.
2. The height of the sign ~~shall~~ must not exceed thirty (30) feet in overall height above the natural or average grade.
3. The area per face of a highway sign ~~shall~~ must not exceed two hundred (200) square feet. A maximum of two (2) faces is permitted.

4. Landscaping, such as flowering trees, shrubs and bushes, ~~shall~~ must be provided around the base of the sign as approved.
5. Highway signs ~~shall~~ must not be closer than thirty (30) feet to all property lines or located within any easement.
6. Reader boards ~~shall~~ will not be permitted.

## N. Special Permit Uses

Sign regulations for special permit uses are as follows:

1. For those special permit uses that are located in agricultural and residential districts, signs are permitted under the provisions of subsections E and F, above, or as set forth for that use in this chapter.
2. For those special permit uses that are located in commercial districts, signs are permitted under the provisions of subsections E, H and I, above, or as set forth for that use in this chapter.
3. For those special permit uses that are located in industrial districts, signs are permitted under the provisions of subsections E or J, above, or as set forth for that use in this chapter.
4. Signs permitted in conjunction with special use permits:
  - a. In the case of special use permit uses, all wall and detached signs ~~shall~~ must be approved by the Planning Commission, except where private sign criteria have been previously approved for the development.
  - b. In reviewing and approving those signs, the Planning Commission ~~shall~~ will consider: (1) the use of the facility, (2) the height of the building, (3) the surrounding land uses and zoning districts, (4) the relationship of the site to interstate highways, where applicable, and (5) the topography of the site. Where appropriate, the sign regulations of the underlying zoning district or the most analogous zoning district may be followed.

## 5. Private Sign Criteria

All hotels, motor hotels, shopping centers, business parks, office parks or industrial parks ~~shall~~ must prepare a set of sign criteria which ~~shall~~ will be approved as part of a planned district zoning by the Planning Commission and/or Governing Body for all exterior signs in the development. The criteria are binding upon all subsequent purchasers or lessees within the

development. The size, colors, materials, styles of lettering, appearance of logos, types of illumination and location of signs ~~shall~~ must be set out in such criteria. In all respects, the criteria ~~shall~~ must be within the regulations set out in this code and ~~shall~~ must be for the purpose of assuring harmony and visual quality throughout the development. Final development plans (in the case of a planned zoning district) or building permits (in the case of a conventional zoning district) ~~shall~~ will not be approved until the Planning Commission has approved the sign criteria. No sign permit ~~shall~~ will be issued for a sign that does not conform to the criteria. For purposes of this section, the terms "shopping centers, business parks, office parks or industrial parks" mean a project of one (1) or more buildings that has been planned as an integrated unit or cluster on property under unified control or ownership at the time that zoning was approved by the City. The sale, subdivision or other partition of the site after zoning approval does not exempt the project, or portions thereof, from complying with these regulations relative to the number of detached signs, harmony and visual quality of signs to be installed.

## **O. Temporary Signs**

*Findings: The Governing Body finds that temporary signs provide an important medium through which individuals may convey a variety of noncommercial and commercial messages. In the case of certain noncommercial messages, temporary signs may provide the only effective and economically viable avenue of communication. However, if left completely unregulated, the proliferation of temporary signs constructed of nondurable materials could become a threat to public safety as a traffic hazard and a detriment to property values and the City's overall public welfare as an aesthetic nuisance. In order to accommodate legitimate needs of residents and landowners for temporary signs without compromising the City's interest in traffic safety, aesthetics and preservation of property values, temporary signs may be posted on property in the City, subject to the following requirements and those applicable provisions stated elsewhere in this chapter.*

### **1. General Requirements Applicable to All Temporary Signs**

- a. No temporary sign ~~shall~~ will obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard. In all cases such signs ~~shall~~ must be placed outside the sight distance triangle.
- b. Temporary signs ~~shall~~ must be designed, constructed or mounted so as to be reasonably stable under all weather conditions, including high winds.

- c. No temporary sign ~~shall~~ will be illuminated or painted with light-reflecting paint.
- d. Temporary signs ~~shall~~ must only be posted with the consent of the property owner or occupant.
- e. Except where more stringent time limitations are imposed elsewhere in this section, a temporary sign may be posted for a period of up to sixty (60) days, within the calendar year at which time the sign ~~shall~~ must be removed or replaced.
- f. Temporary signs ~~shall~~ must be removed no later than five (5) days after the events to which the sign is related. Examples of the end of an event include the sale or occupancy of a property, the conclusion of the sale or event, or an election.
- g. No temporary sign ~~shall~~ will advertise or promote any commercial enterprise or event not conducted on the same building lot.

## 2. Temporary Signs in District AG and Residential Districts

### a. AG, R-1, and R-2 Districts

In addition to other signs permitted by this chapter, in Districts AG and R-1 and R-2, a maximum of two (2) temporary signs may be displayed at any time.

(1) These signs ~~shall~~ must be yard signs and the total surface area of each sign face ~~shall~~ must not exceed six (6) square feet per face and six (6) feet in height. A maximum of two (2) sign faces are permitted for each yard sign.

(2) **Garage sale signs** may only be placed at the site of the sale. Garage sale signs include sample and yard sale signs. Such signs ~~shall~~ must not exceed four (4) square feet per sign, with two (2) faces per sign permitted. No permit is required for these signs.

### b. R-3 and R-4 Districts

In addition to other signs permitted by this chapter, in multifamily districts a maximum of three (3) temporary signs may be displayed at any time.

#### (1) Yard Signs

(a) The total surface area of each yard sign ~~shall~~ must not exceed sixteen (16) square feet per face and ~~shall~~ must not exceed five (5) feet in height with a



maximum twelve (12) inch gap above grade. A maximum of two (2) sign faces is permitted for each sign and a maximum of two (2) signs is permitted.

**(b)** In addition to signs permitted in subsection [O.2.b\(1\)\(a\)](#), above, one (1) sign not exceeding six (6) square feet per face with a maximum of two (2) faces and a maximum height of six (6) feet is permitted.

## **(2) Wall Signs**

Temporary wall signs are permitted and ~~shall~~ [must](#) not exceed ten (10) percent of the total area of the wall upon which the sign is mounted. No more than one (1) temporary wall sign is permitted on any one (1) building or structure. All wall signs ~~shall~~ [must](#) be mounted on a solid wall and ~~shall~~ [must](#) not extend over decks, railings, outdoor patios, doorways, or windows.

## **(3) Special Real Estate Signs**

Special real estate events ~~shall~~ [must](#) be allowed the use of pennants or flags under the following conditions:

- (a)** In conjunction with area-wide tour events.
- (b)** The opening of a new subdivision or the new phase of an existing subdivision. In this instance, pennants and business flags are permitted for one (1), fifteen (15) day period every six (6) months.
- (c)** One (1) other special event similar to (a) above and limited to one (1), fifteen (15)-day period per year such as open house or model house, up to sixty (60) days in a calendar year.
- (d)** No fee is required for these signs.

## **3. Temporary Signs in Commercial Districts and Industrial Districts**

- a.** One (1) sign per street frontage or building.
- b.** For a wall-mounted temporary banner, the maximum size ~~shall~~ [must](#) be no larger than that permitted for permanent wall signs.

- c. Temporary signs are permitted to be displayed a maximum of four (4), thirty (30) day periods per calendar year. In no case ~~shall~~ will a thirty (30) day period be carried over from month-to-month.
- d. Temporary freestanding signs ~~shall~~ must be set back a minimum of ten (10) feet from any property line and ~~shall~~ must not exceed ten (10) feet in height, measured at grade, with a sign face no greater than thirty-two (32) square feet. No temporary freestanding sign ~~shall~~ will be placed in a sight distance triangle as defined by Section 18.30.220. A permit is required for these signs.
- e. Inflatable devices up to thirty (30) feet in height are permitted, except on roofs, for two (2), thirty (30) day periods per calendar year. In no case ~~shall~~ will a thirty (30) day period be carried over from month-to-month consecutively.
- f. Searchlights are permitted from dusk to midnight.
- g. Balloons attached to stakes ~~shall~~ must be permitted with a temporary sign permit.

**4. Nonresidential uses in residential areas** may follow the temporary sign regulations as set forth in subsection O.3, above, but inflatable devices and searchlights are prohibited.

**5. Temporary special events**, such as civic club events, school activities, etc., or temporary sales and events approved per Section 18.50.225 are permitted to have temporary signs, banners, flags or pennants, after a sign permit is obtained. No fee is required for these signs.

## **6. Real Estate Sign**

### **a. Single-Family and Two-Family Districts**

Real estate signs ~~shall~~ must not exceed six (6) square feet per face, with two (2) faces per sign permitted. The maximum height of the sign ~~shall~~ must not exceed six (6) feet. A maximum of three (3) signs per lot are permitted.

### **b. Multifamily, Commercial and Industrial Districts**

A maximum of two (2) signs are permitted for each parcel.

#### **(1) Freestanding Signs**

Real estate signs ~~shall~~ must not exceed sixteen (16) square feet in area per face with two (2) faces permitted. The sign ~~shall~~ must not exceed five (5) feet in height with a

maximum twelve (12) inch gap above grade. In addition, one (1) real estate sign, not exceeding four (4) square feet per face, with a maximum of two (2) faces permitted, and a maximum height of six (6) feet is permitted.

(2) Signs attached to the wall of the building ~~shall~~ must not exceed ten (10) percent of the wall area upon which it is placed. A maximum of two (2) wall signs is permitted.

### **c. Undeveloped Land for Sale Signs**

In lieu of the signs permitted in subsections [O.6.a](#) and [O.6.b](#), above, undeveloped and unplatted land over ten (10) acres in size are permitted two (2) "For Sale" signs not to exceed thirty-two (32) square feet in area per face, with two (2) faces permitted. The signs ~~shall~~ must not exceed eight (8) feet in height.

#### **(1) V-Shaped Signs**

Such signs ~~shall~~ must not exceed thirty-two (32) square feet in total area and ~~shall~~ must not exceed eight (8) feet in height measured at grade. A maximum of one (1) sign for each parcel is permitted.

## **7. Removal or Replacement**

a. The person who has posted or directed the posting of a temporary sign is responsible for the removal or replacement of that sign in accordance with this section.

b. If that person does not remove or replace the temporary sign in accordance with this section, then the property owner or occupant of the building lot where the sign is posted is responsible for the sign's removal or replacement.

c. The Planning Official is authorized to remove any temporary signs posted in violation of this chapter that are not removed or replaced in accordance with the provision above. Temporary signs posted on private property in violation of this section are deemed a public nuisance, and the Planning Official may abate that nuisance in accordance with subsection [S](#), below.

d. The Planning Official may immediately remove temporary signs posted on public property or rights-of-way in violation of this chapter.

## **P. Prohibited Signs and Devices**

It is a violation of these zoning regulations to erect, install, place or maintain the following signs:

- 1.** Any signs or advertising structures which are not specifically permitted under the sign subsection in the schedule of district regulations or otherwise specifically permitted under these zoning regulations.
- 2.** Any sign or advertising structure which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination, or by obstructing the vision of drivers, or signs that obstruct or detract from the visibility of traffic control devices or emergency vehicles. The use of flashing lights or revolving lights is prohibited in any sign as constituting a hazard to traffic. Any sign which by glare or method of illumination constitutes a hazard to traffic is prohibited. Electronic/video screen signs ~~shall~~ will not be permitted. Exterior neon lighting, illuminated banding or other types of lighting that create a glow is prohibited unless it is approved by the Planning Commission as part of an overall theme for the development area.
- 3.** Erect or alter any sign as defined in the Unified Development Ordinance, or make use of a living sign displaying a commercial message, without first obtaining a sign permit in accordance with the requirements of, and procedures set forth in, the Unified Development Ordinance.
- 4.** Any sign or advertising structure with words, scenes or graphics which are obscene, indecent and prurient, within the meaning of K.S.A. [21-4301](#), as amended.
- 5.** Any sign or advertising structure (other than those erected by a governmental agency or required to be erected by a governmental agency for a public purpose) erected, installed or placed on the right-of-way of any street, road or public way, or signs overhanging or infringing upon the right-of-way of any street, road or public way, except as specifically permitted by these regulations.
- 6.** Any sign or advertising structure erected on City of Olathe property or other governmental property other than signs erected by said governmental entity for public purposes.
- 7.** Any sign or advertising structure which is erected, installed or maintained that obstructs any fire escape, required exit, window or door opening intended as a means of ingress or egress.
- 8.** Signs are prohibited on the rear of a building, except for the following:

- a.** A sign located on a rear exit door. The sign ~~shall~~ must not exceed six (6) inch nonilluminated letters painted, printed, stenciled or attached to the face of the rear door and covering no greater than twenty (20) percent of that door.
  - b.** Where the rear of a commercial building is oriented toward street right-of-way or an internal shopping center access drive, a wall sign in accordance with subsections H and I above, are permitted on the rear wall of the building only if that building façade is architecturally designed to resemble the principal or front façade of the building by including similar architectural features such as windows, doors, awnings, building materials, and similar elements. The rear of a building is that side of a building opposite from the principal or main entrance to a building.
  - c.** In the Downtown (D) district, subject to the standards established in subsection K above.
- 9.** "A" frame sign (except in the Downtown (D) district).
- 10.** Attention-attracting devices.
- 11.** Abandoned signs.
- 12.** Off-site signs (except billboards or where specifically allowed by this chapter).
- 13.** Portable sign, excluding real estate signs.
- 14.** Roof signs.
- 15.** Snipe signs, except warning signs posted by public utility companies.
- 16.** Temporary signs, except as permitted by subsection O above.
- 17.** Vehicular signs, except that sign copy painted on a motor vehicle or semi-trailer normally in motion during use ~~shall~~ will not be considered a vehicular sign when moved at least one (1) time during a seventy-two (72) hour period.
- 18.** Yard signs, except as permitted temporary signs.
- 19.** Painted wall signs which are painted directly on the wall of a building or surface, except that signs painted on a window in a commercial zoning district (as part of the permitted wall sign) are permitted.

20. Directly illuminated signs, except to the extent specifically authorized in this chapter.

21. Any sign not specifically, or by reasonable implication, permitted in this section.

[22. Barrel-type awnings signs.](#)

[23. Standard residential type aluminum awnings.](#)

## **Q. Sign Maintenance**

1. Any sign or advertising structure erected or installed under the provisions of this section ~~shall~~ [must](#) be maintained in a safe, functional and sound structural condition at all times.

General maintenance of said sign ~~shall~~ [must](#) include the replacement of nonfunctional, broken, or defective parts, painting, cleaning and upkeep of the premises immediately surrounding the sign or advertising structure, and any other action required for the maintenance of said sign or advertising structure. All signs and supporting structures ~~shall~~ [must](#) be kept painted or treated in some manner to prevent rust, decay or deterioration.

2. If any sign, which is placed in a public easement, is damaged due to maintenance of utilities in that easement by the City or others, the cost for repairs or replacement of said sign ~~shall~~ [must](#) be borne by the sign owner.

## **R. Abandoned Signs**

1. Except as may be otherwise provided for in this ordinance, any sign which is located on a building, structure, or real property which becomes vacant and unoccupied for a period of three (3) months or more, or any sign which pertains to a time, event, or purpose which no longer applies, ~~shall~~ [will](#) be deemed to have been abandoned. An abandoned sign is prohibited and ~~shall~~ [must](#) be removed by the owner of the sign or the owner of the premises. When a wall sign is removed, the wall of the building or structure ~~shall~~ [must](#) be restored to its normal appearance. Removal of a monument or highway sign ~~shall~~ [must](#) include the face and base. Any sign structure that is in conformance with this chapter may remain as long as it is maintained and does not become unsafe or unsightly.

2. If after the three (3) month time period has elapsed and the sign has not been removed, the Planning Official ~~shall~~ [will](#) notify, in writing, the property owner of record that the sign ~~shall~~ [must](#) be removed within thirty (30) days after the date of the notice. If the sign has not been removed within thirty (30) days after the date of the notice, the Planning Official may have the sign removed and the associated costs assessed to the property.

3. The City Clerk ~~shall~~ will mail a statement of such cost for the removal of said sign to the last known address of the owner of record of the property, or person in charge of such property. If such costs are not paid within ten (10) days from the mailing of such notice, the Governing Body of the City ~~shall~~ will proceed to pass an ordinance levying a special assessment for such cost against the lot or piece of land. The City Clerk ~~shall~~ will certify such assessment to the County Clerk for collection and payment to the City in the same manner as other assessments and taxes are collected and paid to the City.

## **S. Nonconforming Signs**

Nonconforming signs are declared by this zoning ordinance to be incompatible to, and inconsistent with, land development and other permitted signs set forth within any particular zoning district. It is the intent of this section to allow those nonconforming signs to continue until they are removed under the terms of this ordinance, but not to encourage their survival.

1. "Nonconforming sign." A sign that, on the effective date of this ordinance, does not conform to one (1) or more of the regulations set forth in Chapter 18.64.

### **2. Alterations of Nonconforming Signs**

No nonconforming sign or advertising structure ~~shall~~ must be expanded, relocated or restored unless said sign or advertising structure is brought into conformance with the provisions of this section or any other applicable City code requirement.

### **3. Replacement, Restoration or Reconstruction**

If any existing nonconforming sign, as provided for in this section, is damaged by any means, including, but not limited to, fire, flood, wind, explosion, act of God, or act of a public enemy, to an extent of fifty (50) percent or more of the replacement, restoration or reconstruction value of the sign, or fifty (50) percent of the square footage of the sign copy area, said sign ~~shall~~ must not be replaced, restored or reconstructed unless it is brought into full compliance with the provisions of the Unified Development Ordinance. Any nonconforming sign which remains damaged or disrepaired, regardless of the percentage of construction (or damage) value or area of square footage which is damaged, for a period of three (3) months following the date of damage without the issuance of a valid sign permit, ~~shall~~ must not be replaced, restored or reconstructed unless it is brought into full compliance with all applicable codes and ordinances.

#### 4. Repairs and Maintenance

Routine repairs and maintenance of nonconforming signs necessary to maintain health and safety may be permitted. These repairs and maintenance include activities such as painting and the replacement of a damaged or deteriorated sign face. The cost of the repairs and maintenance ~~shall~~ must not exceed fifty (50) percent of the value of the sign which is to be repaired or maintained. The value ~~shall~~ must be that which is current at the time of the repair or maintenance. Prior to the repair and maintenance taking place, the Code Enforcement Department ~~shall~~ will be consulted to determine if a sign permit is necessary. If the determination is made, then all applicable work performed ~~shall~~ must be accomplished through the issuance of a valid sign permit as required by this ordinance.

#### 5. Termination of Nonconforming Signs

Upon the discontinuance of a use to which any nonconforming sign or advertising structure is accessory to, the tenant or property owner ~~shall~~ must remove all nonconforming signs, supports and structures upon the building or property upon which the use was located.

### T. Nonconforming Signs

1. Subject to the remaining restrictions of this section, nonconforming signs that were otherwise lawful on the effective date of this title may be continued.
2. No nonconforming sign may be altered in such a manner as to aggravate the nonconforming condition, nor may illumination be added to any nonconforming sign.
3. A nonconforming sign may be altered to bring the sign into complete conformity with this section.
4. Subject to the other provisions of this section, nonconforming signs may be maintained.
5. If a nonconforming sign other than a billboard advertises a business, service, commodity, accommodation, attraction, or other enterprise or activity that is no longer operating or being offered or conducted, that sign ~~shall~~ will be deemed abandoned and ~~shall~~ must be removed within thirty (30) days after abandonment by the sign owner, owner of the property where the sign is located, or other person having control over the sign.
6. If a nonconforming billboard remains blank for a continuous period of one hundred eighty (180) days, that billboard ~~shall~~ will be deemed abandoned and ~~shall~~ must, within thirty (30) days



after abandonment, be altered to comply with this section or be removed by the sign owner or owner of the property where the sign is located, or other person having control over such sign. For purposes of this section, a sign is "blank" if:

- a. It advertises a business, service, commodity, accommodation, attraction or other enterprise or activity that is no longer operating or being offered or conducted; or
- b. The advertising message it displays becomes illegible in whole or substantial part; or
- c. The advertising copy paid for by a person other than the sign owner or promoting an interest other than the rental of the sign has been removed.

#### **U. Declaration of Nuisance**

The Governing Body hereby determines that the public peace, safety, health and welfare requires that all signs and sign structures hereafter constructed or erected ~~shall~~ must conform and comply with such requirements forthwith. All signs which ~~shall~~ will hereafter be constructed or erected in violation of the provisions of this ordinance ~~shall~~ must be declared public nuisance, and ~~shall~~ must be removed and abated in the manner provided by law.

#### **V. Noncommercial Messages**

Any commercial sign permitted under this chapter is allowed to contain noncommercial speech in lieu of any commercial speech, subject to all applicable restrictions and performance standards.

#### **W. Exceptions**

Exceptions to sign regulations for standard zoning districts may only be granted by the Board of Zoning Appeals through a variance, subject to the provisions of Chapter 18.40 of the Unified Development Ordinance. Deviations to sign regulations for planned zoning districts may be approved by the Planning Commission and Governing Body at the time of rezoning as part of the preliminary development plan. Any deviation or exception to the requirements of this chapter may only be granted upon a finding by the Governing Body that all of the following conditions are met:

1. That the deviation requested arises from such condition which is unique to the property in question, is not ordinarily found in the same zone or district, and is not created by an action or actions of the property owner or applicant.
2. That granting the deviation will not adversely affect the rights of adjacent property owners or residents.

3. That the strict application of the provisions of this ordinance would constitute unnecessary hardship upon the property owner represented in the application.
4. That the deviation desired will not adversely affect the public health, safety, moral order, convenience, prosperity, or general welfare.
5. That granting the deviation will not be opposed to the general spirit and intent of this ordinance. (*Ord. 17-52 §§ 31, 41, 2017; Ord. 16-20 § 4, 2016; Ord. 10-59 §§ 1, 2, 3, 4, 7, 9, 10, 12, 14, 15, 16, 18, 2010; Ord. 09-15 § 1, 2009; Ord. 09-04 §§ 1, 2, 3, 5, 2009; Ord. 07-86 §§ 1, 2, 3, 2007; Ord. 05-35 § 2, 2005; Ord. 02-54 § 2, 2002*)

## 18.90.020 Definitions

### A. Generally

1. Where a word or term is not defined in this [Chapter](#), but is defined elsewhere in this ordinance or in the Municipal Code, that definition applies unless the context indicates that a standard dictionary definition is more appropriate.
2. Where a word or term is defined in this [Chapter](#) and also defined elsewhere in this ordinance, the definition contained in this chapter generally applies except in the [Chapter](#) or [Section](#) to which the other definition applies.
3. Where a word or term is neither defined in this [Chapter](#) nor defined elsewhere in this [Ordinance](#) or in the Municipal Code, the definition found in the most current edition of [A Glossary of Zoning, Development, and Planning Terms A Planners Dictionary](#) dated ~~December 1999~~, by the [American Planning Association](#) Planning Advisory Service applies unless the context indicates that a standard dictionary definition is more appropriate.

[4. Definitions for terms related to architecture and building design are found in Section 18.15.020.](#)

### B. Words and Phrases Defined

**Abutting or Adjoining** Joined contiguous to, having common district boundaries or lot lines or being immediately adjacent.

**Access** A means of vehicle, bicycle, or pedestrian approach, entry to, or exit from property.

**Access/Private Drive** A paved surface which provides access to a public street for a maximum of four (4) dwelling units.

**Accessory Building** A subordinate building having a use customarily incidental to and located on the lot occupied by the main building. A building housing an accessory use is considered to be an integral part of the main building when it has any part of a wall in common with the main building, or is under an extension of the main roof and designed as an integral part of the main building. Portable storage containers are not considered as an accessory building.

**Accessory Use** A use of a building or land which serves an incidental function to and is customarily associated with, and located on the same lot or premises as, the main use of the premises.

**Adaptive Reuse** The occupancy and use of an existing, abandoned building that was formerly used as a commercial, service, or other nonresidential use.

**Adjacent** Lying near or close to; sometimes, contiguous; or neighboring.

**Administrative Approval** A written approval that the Planning Official is authorized to grant after administrative review.

**Administrative Review** The procedures established in Chapter [18.40](#).

**Adult Business Establishment** See definition in Chapter [5.50](#).

**Advertising Trailer** A trailer carrying or having attached thereto a sign, billboard or other media for advertising purposes, such advertising being the prime purpose and use of the trailer.

**Aggrieved Party** Any person, property owner or entity with standing to challenge a decision taken under Chapter [18.40](#) under Kansas or federal law.

**Agricultural Purposes** Land, including necessary buildings and structures, is considered used for agriculture if the zoning lot contains at least forty (40) acres of land area, and if the principal use is the raising or keeping of livestock and/or the growing of crops in the open.

**Agricultural Use** The use of land where that is devoted to the production of plants, animals or horticultural products, including but not limited to:

Forages; grains and feed crops; dairy animals and dairy products; poultry and poultry products; beef cattle, sheep, swine and horses; bees and apiary products; trees and forest products; fruits, nuts and berries; vegetables; or nursery, floral, ornamental and greenhouse products. Agricultural use does not include use of land for recreational purposes, suburban residential acreages, rural home sites or farm home sites and yard plots whose primary function is for residential or recreational purposes even though the properties may produce or maintain some of those plants or animals listed in the foregoing definition.

**Airport-Heliport** An area of land or water that is used or designed for the landing and take-off of aircraft, of any type, and includes its buildings and facilities, for the shelter, servicing or repair of aircraft.

**Alley** A minor way, dedicated for public use, which is used primarily for secondary means of access to the sides or rear of lots.

**Alteration** Any addition, removal, extension or change in location of any exterior wall of the main building or accessory building.

~~**Aluminum Siding** Long pieces of aluminum that are used to cover the outside walls of a building.~~

**Amendment** Any addition, deletion, or revision of the text of the Unified Development Ordinance (UDO), or any addition, deletion, or revision of the Official Zoning Map or the Municipal Code adopted by the Governing Body after public hearings.

**Amenity** The characteristics of a development that increase its desirability to a community or its marketability to the public. Amenities may include such things as recreational facilities (e.g., a swimming pool, sports courts, play equipment for children, ball fields, walking trails, etc.), clubhouses, picnic tables, and natural landscape preserves.

**Amusement Device** Any machine, game, table or device which is designed, intended or used as entertainment, and may be operated by the public upon the insertion of a coin or token. Amusement device includes, but is not limited to, devices commonly known as pinball machines, pool tables, video games, electronic games, kiddie rides, mini-theaters-projection devices and video screens, and all games or operations similar thereto, whether or not registering a score. Not included within the definition of amusement device are such devices as food, televisions, phonographs, soft drink and cigarette vending machines.

**Apartment Building** A building arranged, intended or designed for residence by more than two (2) families.

**Applicant** The subdivider, developer or owner of any area subject to an application for a rezoning, site plan, subdivision plat, special use permit, building permit, certificate of occupancy, or any other approval required by this title (see Chapter [18.40](#)).

**Application** Any application for a text amendment, rezoning, site development plan, special use permit, variance, building permit, certificate of occupancy, variance, appeal, or any other approval required by this title.

**Approving Authority** The official or agency with authority to approve, approve with conditions, or deny any application.

~~**Architectural Block** A glass architectural material commonly used in wall and floor applications, consisting of one (1) or more blocks or bricks, typically at least two (2) inches thick, which may be solid glass or hollow in the center. Architectural blocks are commonly textured clear glass formed into a square shape, but are available in a variety of other shapes, colors, and textures. For purposes of this document, transparent glass architectural block may be subject to different regulations than opaque glass architectural block or mirror glass architectural block.~~

~~**Architectural Features** Physical additions to a structure that allow the creation of different styles including, but not limited to, porches, balconies, dormers, bay windows, shutters, belvederes, chimneys, colonnades, towers, cupolas, cornices, eaves, soldier courses, lintels, and decorative ornaments.~~

~~**Architectural Metal** Metals used as structural features such as trusses, or decorative features such as cladding, balustrades, handrails or detailed/customized panels. Architectural metal may be finished or weathered.~~

~~**Architectural Panels** A transparent sheet or panel of glass used as wall cladding, typically as part of a curtain wall system. Architectural panels may be transparent from one (1) or both directions, may come in a variety of colors and levels of translucence, and may be smooth, etched, or otherwise textured. For purposes of this document, transparent glass architectural panels may be subject to different regulations than opaque glass architectural panels or mirror glass architectural panels.~~

**Attached** Having a wall, roof or other structural member with building materials and architectural design in common with or in contact with another building.

~~**Awning** A roof-like cover, often of fabric, metal, or glass designed and intended for protection from the weather or as a decorative embellishment, and which projects from a wall or roof of a structure over a window, walk, door, or the like.~~

**Berm** A manmade mound of earth used to shield, buffer, or screen properties from adjoining uses, highways, or noise, or to control the direction of surface water flow.

**Block** A tract or parcel of land entirely surrounded by public highways or streets, or by a combination of streets and public parks, cemeteries, railroad rights-of-way, shorelines of waterways, drainageways, municipal boundary lines, township lines or county lines.

**Block Face** The properties abutting on one (1) side of a street situated between intersecting public highways or streets, or by a combination of such street and public parks, cemeteries, railroad rights-of-way, public park, exterior boundary of a subdivision or any other physical barrier to the continuity of development.

**Boat** A vehicle for traveling in or on water, including all types of personal watercraft. The definition of boat includes the trailer, if the vehicle(s) is mounted on a single trailer.

~~**Brick** Ceramic products manufactured primarily from clay, shale, or similar naturally occurring earthy substances and subjected to a heat treatment at elevated temperatures (firing), and that~~

~~are shaped during manufacture by molding, pressing, or extrusion. Brick may include additives or recycled materials.~~

~~**Brick Imprint or Overlay System** A concrete veneer product that is patterned and colored to resemble traditional brick.~~

~~**Brick, Modular** Solid brick or brick panel/veneer whose dimensions are based on a standard eight (8) inch length.~~

~~**Brick, Panel/Veneer** Brick that is installed on the exterior of a steel or wood frame, and that is not used to provide structural support for the building.~~

~~**Brick, Solid** A wall composed of either two (2) layers of brick, or a layer of concrete block with a brick exterior. The wall provides structural support for the building in compliance with the building code.~~

**Buffer** An area of land separating two (2) distinct land uses that acts to soften or mitigate the effects of one (1) land use on the other.

**Building** Any structure with a permanent roof, separated on all sides from adjacent open space by walls, built for the shelter or enclosure of persons, animals, chattels or property of any kind, not including portable storage containers.

**Building Coverage** That portion of the net site area which is covered by buildings or roofed areas, but excludes ground level paving, landscaping, open recreational facilities, incidental projecting eaves, balconies, and similar features.

~~**Building Elevation** A flat, scale drawing of the front, rear, or side of a building.~~

~~**Building Front** The side of a building with the main entrance door.~~

**Building Official** The duly appointed Building Official of the City, or his or her designee.

**Building, Principal** See "main building."

**Camper** A separate vehicle designed for temporary recreational human habitation and which can be attached to or detached from a pickup truck.

**Campground** An area of land available for the overnight or temporary parking of recreation vehicles which is in compliance with the zoning and other ordinances of the City.

**Capital Improvement Program (CIP)** A proposed schedule of future projects, listed in order of construction priority, together with cost estimates and the anticipated means of financing each project.

~~**Cement Fiber Board or GRFC**—A cementitious matrix composed of cement, sand, water, and admixtures, in which short length glass fibers are dispersed. GRFC is concrete that uses glass fibers for reinforcement instead of steel. It is typically used for nonstructural façade panels.~~

**Certificate of Occupancy** A document issued by the proper authority allowing for the occupancy or use of a building, and certifying that the structure or use has been constructed or will be used in compliance with all the applicable codes and ordinances of the City of Olathe.

**Child-Care** Regulations for licensing various day-care homes and group day-care homes for children in accordance with requirements of KSA [65-501](#) through [65-516](#), KAR [28-4-123](#) through [28-4-132](#) and amendments thereto.

**City** The City of Olathe, Kansas.

**Civic Space** A type of open space designed and designated for public or semi-public active use, located in an area visible and easily accessible to the public, and including a combination of pedestrian amenities and aesthetic elements such as plazas, benches, fountains, landscaping, art, clocks, towers, or recreational amenities. Civic spaces typically have a high percentage of impervious or semi-pervious surface area when compared to other types of open space, which generally have a low percentage of impervious surface area.

**Civic Use** Includes governmental administrative and business offices, colleges and universities (public or private), child-care, elementary and secondary schools (public or private), postal facilities, religious assembly, safety services, and transportation terminals.



**Commercial Districts** Districts O, C-1, C-2, C-3, C-4, D, and BP.

**Commercial Vehicle** A vehicle with or without its own motive power; with a chassis rated at one (1) ton or more; dimensions exceeding twenty (20) feet in total length, eight (8) feet in width, or seven (7) feet in height; and used primarily for the carrying of equipment, livestock, minerals, liquids or other commodities, or the carrying of persons in the performance of a transportation service. Commercial vehicles include hauling and advertising trailers if the total length of the bed or box exceeds eight (8) feet.

**Community Parking Facility** An off-site parking lot or garage that provides required parking for some or all of the uses within the D District or a Center Area (CA) of an N District.

**Compatible** Any properties, uses, designs or services capable of existing together without conflict or adverse effects while considering the Comprehensive Plan, corridor studies, design manuals, design guidelines, and other applicable studies, plans, and policies as approved by the Planning Commission and the Governing Body.

**Complex** A group of freestanding buildings, or buildings constructed in such a way as to give an appearance of being interrelated because of architectural similarity and/or interconnected drives and parking areas; or a building divided into three (3) or more separate offices, businesses or apartments; provided, that the building is not part of a large complex. A complex is limited to apartment complexes, office or business complexes, shopping centers and industrial parks.

**Comprehensive Plan** The Comprehensive Plan for the City adopted pursuant to KSA [12-747](#) et seq.

~~**Concrete, Detailed** Precast (using custom molds) or cast on-site concrete that includes special finishes or design details such as geometric shapes or artistic designs.~~

~~**Concrete Masonry Unit or "CMU"** Large, rectangular blocks from cast concrete. Depending on the specific concrete materials or application, CMU may also be called concrete block, cement block, cinder block or foundation block.~~

~~**Concrete Masonry Unit, Burnished** A type of CMU that is polished after manufacture to highlight cement that includes naturally colored aggregates.~~

~~**Concrete Masonry Unit, Flush/Plain** CMU that has a plain, flush surface that has not been burnished to highlight naturally colored aggregates.~~

~~**Concrete Masonry Unit, Split Faced** A type of CMU that has a factory-produced stone-like texture produced by molding two (2) units together and splitting them apart to create a fractured appearance. Split-faced CMU is also sometimes called split-rib CMU.~~

**Concrete, Plain Finish** Precast or cast-on-site concrete that does not include special finishes or design details on visible surfaces.

~~**Concrete, Precast** Concrete cast in a reusable off-site mold or form and cured in a controlled environment before being transported to the construction site.~~

**Corner Lot** A lot on the junction of and abutting two (2) or more intersecting streets.

~~**Corrugated Metal** Sheet metal which has been drawn or rolled into parallel ridges and furrows to provide additional mechanical strength.~~

**Crosswalk** A designated pedestrian crossing on a drive or parking lot with some means employed to assist pedestrians wishing to cross from public connections to the development's amenities and to such primary structures, as identified by the applicant and staff, as indicated on the final site development plan.

**Cul-de-Sac** A street with only one (1) outlet and having an appropriate terminus for the safe and convenient reversal of traffic movements.

**Curb Level** The mean level of the curb in front of the lot or, in the case of a corner lot, along the abutting street, where the mean curb level is the highest.

**Customary Passenger Vehicle** A vehicle with its own motive power; not exceeding twenty (20) feet in overall length, eight (8) feet in width or seven (7) feet in overall height; and primarily

designed to carry persons. Small pickup trucks, conversion vans, and sport utility vehicles ~~shall~~ must be considered as customary passenger vehicles.

**Day-Care** The provision of supervision, training, food, lodging or medical services to persons for less than twenty-four (24) hours a day. The supplemental use regulations define specific types of day-care facilities (⇒ See Section [18.50.035](#)).

**Dedication** The conveyance by a property owner or developer of private land for public use.

**Deed** A written instrument whereby property or property rights is conveyed.

**Deed Restriction** A private restriction on the use of land, attached in the deed to a property.

**Density** The number of dwelling units permitted per net acre of land.

**Detached** A building that does not have a wall, roof or other structural member in common with or in contact with another building.

**Detention Basin** A structure or facility, natural or artificial, which stores storm water on a temporary basis and releases it at a controlled rate.

**Developer** A person, firm or corporation undertaking the subdividing of land or the development of land, and ~~shall~~ must include the person, firm or corporation who is responsible for installing the public improvements on the land.

**Development** A manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

**Display Area or Lot** An off-street paved area designated for the advertisement or display of customary passenger cars, motor vehicles, recreational vehicles, boats, tractors and other motorized machinery except large construction equipment.

**Drive-in Service** See Section [18.50.040](#).

**Drive-through Service** See Section [18.50.040](#).

**Dwelling** A building or portion thereof designed exclusively for residential occupancy, including single-family, two-family and multifamily dwellings, but not including hotels or motels.

**Dwelling Unit** An enclosure containing sleeping, kitchen and bathroom facilities designed for and used or held ready for use as a permanent residence by one (1) family.

**Easement** A permanent or temporary grant of right by a landowner to the public, a corporation or other persons, of the use of a portion of a lot or tract of land for specified purposes where title to said portion of the lot or tract of land remains with the landowner.

**Elevation** The horizontal alignment of a surface, as it exists or as it is made by cut and/or fill.

**Emergency Vehicle** A vehicle used for the purpose of recovering and/or towing of disabled vehicles; that is used by a business, with an office and tow lot within the Olathe City limits, in the business of towing and recovery or wrecker service; that is registered with the Police Department of the City, Johnson County Sheriff or the Kansas Highway Patrol as being available for on-call vehicles recovery twenty-four (24) hours a day; that displays on the driver and passenger doors of the vehicle the towing business name, location and phone number.

~~**Façade or Face** The exterior wall of a building exposed to public view or that wall viewed by persons not within the building.~~

~~**Façade, Primary** Any façade that:~~

~~**A.** Faces or is visible from a public street, or a private drive or parking area that serves customers, residents or employees of the building's occupants, or~~

~~**B.** Has the primary customer entrance.~~

~~**Façade, Secondary** Any façade other than a primary façade.~~

**Family** One (1) or more persons who are related by blood or marriage, living together and occupying a single housekeeping unit with single kitchen facilities; or a group of not more than four (4) adult persons (excluding servants), living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities, on a nonprofit, cost-sharing basis; or a group of eight (8) or fewer unrelated disabled persons including two (2) additional persons acting as houseparents or guardians who need not be related to each other or to any of the disabled persons in residence.

**Fence** See Section [18.50.050](#).

**Floodplain, Floodway and Floodway Fringe** See Section [18.30.100](#), floodplain zoning.

**Floor Area** To determine the floor area and size of an establishment, "floor area" means the sum of the gross horizontal area of the several floors of the building measured from the exterior face of the exterior walls, or from the centerline of walls separating two (2) buildings. The floor area of a building includes basement floor area but not cellar floor with a headroom of seven (7) feet or less, penthouses for mechanical equipment, or attic space having headroom of seven (7) feet or less, interior balconies, mezzanines, and enclosed porches. However, any space devoted to off-street parking or loading is not included in floor area. The floor area of structures devoted to bulk storage of materials including, but not limited to, grain elevators and petroleum storage tanks ~~shall~~ will be determined on the basis of height in feet; i.e., ten (10) feet in height ~~shall~~ must equal one (1) floor.

**Food Truck** See Mobile Food Vendors, Chapter [5.30](#).

**Frontage** Means the length of all property fronting on a public street right-of-way.

**Frontage Buildout** The length of a front building façade compared to the length of the front lot line, expressed as a percentage.

**Future Land Use Plan** Means the map portion of the Comprehensive Plan which is the graphic representation of the City's land use goals, objectives and policies.

**Garage** An accessory building or portion of a main building primarily used for storage of motor vehicles.

**Gas Extraction** See Section [18.50.065](#).

~~**Glass, Clear or Transparent** Glass that is primarily transparent, without reflective coatings, that is used to visually link indoor and outdoor spaces. Transparent glass does not include faux windows that are not related to indoor spaces.~~

~~**Glass, Spandrel** Durable glass that is used to cover construction materials. It is often tinted or colored, and used to cover the space between building floors or other areas where the use of transparent glass is not possible. Spandrel glass may include faux windows.~~

**Governing Body** The Mayor and City Council of the City.

**Grade** A reference plane representing the average finished ground level adjoining the building at all exterior walls. When the finished ground level slopes away from the exterior walls, the reference plane ~~shall~~ **must** be established by the lowest point(s) within the area between the building and the lot line or, when the lot line is more than six (6) feet from the building, between the building and a point located six (6) feet from the building.

**Green** An open space available for unstructured recreation consisting of grassy areas and trees.

**Greenway** A series of connected natural areas for recreation and conservation that follows natural features such as ravines, creeks, streams, and other watercourses. Greenways may also consist of manmade linkages to provide connections between natural areas.

**Gross Land Area** All land contained within the boundaries of a particular lot or tract of legally described property, including all existing and proposed public and private streets and one-half of any abutting street rights-of-way, excluding state and federal highway rights-of-way.

**Ground Cover** Landscape materials, or living low-growing plants other than turf grass, installed in such a manner so as to form a continuous cover over the ground surface.

**Hauling Trailer** A trailer designed and normally used for over-the-road transportation of belongings, equipment, merchandise, livestock and other objects, but not equipped for human habitation. Hauling trailers are those trailers having a bed or box that does not exceed eight (8) feet.

**Height of a Building or Structure** See Section [18.30.110](#).

**Highway** A thoroughfare controlled and/or maintained by the Kansas Department of Transportation (KDOT).

**Hobby Activity** See Section [18.50.020.C](#).

**Home Occupation** See Section [18.50.070](#).

**Improvements** Any structure, grading, street surfacing, curbs and gutters, sidewalks, bikeways, crosswalks, water mains, sanitary sewers, storm sewers, drainage ditches, culverts, bridges, trees and other additions or deletions from the natural state of land which increase its utility or habitability.

**Indoor** Within a building which has a roof composed of weatherproof material, and which is enclosed on its perimeter with exterior walls composed of weatherproof materials.

**Industrial Districts** Districts M-1, M-2, and M-3.

**Inoperable Equipment or Parts** Any equipment or machine which is not in condition to be operated in a normal or customary manner. This is to include all manner of equipment or machines, or any major parts thereof such as body, chassis, engine, frame, wheels, tires or trailer portion of a tractor-trailer rig.

**Junk** Includes but is not limited to: older scrap copper; brass; rope; rags; batteries; paper; trash; rubber; debris; waste; junked, dismantled, scrapped or wrecked motor vehicle or parts thereof; iron; steel; or other old or scrap materials.

**Junkyard** An establishment or part thereof, which is maintained, operated, or used for storing, keeping, repairing, buying or selling junk, including any parts of vehicles, equipment, or machines or discarded or similar materials, or for the maintenance or operation of a salvage yard.

**Landowner** The legal or beneficial owner or owners of a lot or tract, or the holder of a contract to purchase or other person having an enforceable proprietary interest in a lot or tract. For purposes of Chapter [18.40](#), "landowner" includes any agent of the landowner.

**Landscape Material** Living materials such as trees, shrubs, ground cover, vines, turf grasses, and nonliving materials such as rocks, pebbles, sand, bark, brick pavers, earthen mounds (excluding pavement), and other items of a decorative or embellishment nature such as fountains, pools, walls, fencing, sculpture, etc.

**Landscaped Open Space** That part of the net land area which is free of streets, structures, or parking areas and provided to improve the drainage, microclimate and aesthetics of the site. Such areas are usually landscaped and appropriately located to achieve maximum effect and appeal. Typically, the space includes lawn areas, shrubs and trees, walkways, paved terraces, sitting areas and outdoor recreational areas. Unpaved land areas within private or public street rights-of-way are not counted as landscaped open space unless they are in excess of minimum right-of-way standards.

**Landscaping** Bringing the soil surface to a smooth finished grade and installing sufficient trees, shrubs, ground cover and grass to soften building lines, provide shade and generally produce a pleasing visual effect of the premises.

**Loading Area** An off-street space on the same lot with a building or group of buildings for temporary parking of a commercial vehicle while loading and unloading merchandise or materials.

**Loading Dock** A platform, pier, or fixed hydraulic lift from which loading and unloading of commercial vehicles takes place.

**Lot** A parcel of land occupied, or to be occupied, by one (1) main building or unit group of buildings, and the accessory buildings or uses customarily incident thereto, including such open spaces as are required under these regulations, and having its principal frontage upon a public or private street. A lot as used in this ordinance may consist of one (1) or more platted lots or tracts, or parts thereof.

**A.** Platted lot means a portion of a subdivision intended as a unit for transfer of ownership or for development.



- B.** Corner lot means a lot abutting upon two (2) or more streets at their intersection. A corner lot ~~shall~~ will be deemed to front on that street on which it has its least dimension, unless otherwise specified by the City Planner, except that a lot made up of more than one (1) platted lot ~~shall~~ will be deemed to front on the street upon which the platted lots front.
- C.** Double-frontage lot means a lot abutting upon two (2) or more streets, at least two (2) of which do not intersect.
- D.** Interior lot means a lot whose side lot lines do not abut upon any street.
- E.** Through lot means an interior, double-frontage lot.

**Lot Coverage** That portion of the net site area which is covered by the ground floor of any structure, parking lots, and private streets and drives. Pools, tennis courts, sidewalks and plazas are not counted toward lot coverage.

**Lot Depth** The mean horizontal distance from the front lot line to the rear lot line.

**Lot Line** The boundary line of a lot.

- A.** Front lot line means that lot line abutting a street or private drive.

In the case of a corner lot where there are two (2) lot lines abutting intersecting streets, the front lot line ~~shall~~ must normally be the one with the shortest length.

- B.** Side lot line means any lot line which intersects the front lot line.
- C.** Rear lot line means any lot line which is not a front lot line or a side lot line.

**Lot Width** The horizontal distance between the side lot lines, measured at the front setback line or the front platted building line, whichever is greater.

**Lot-Split** The division of a platted lot into two (2) or more lots or portions thereof.

**Main Building or Main Structure**

The primary building or structure on a lot or a building or structure that houses a principal use.

**Major Street Map** The current official map adopted by the Governing Body in OMC Section [10.08.010](#) pursuant to KSA [12-765](#).

**Manufactured Home** See Section [18.50.100](#).

**Manufactured Home Park** A tract of land meeting the requirements of this ordinance containing suitable drives, utilities and other supporting elements, and devoted to the sole purpose of accommodating mobile homes or manufactured homes on a permanent or a semi-permanent basis.

**Manufactured Home Space** That area of land within a manufactured home park set aside for use as a site for one (1) manufactured home, including the open spaces around said home.

~~**Masonry** Stone, brick, stucco, concrete (painted aggregate, exposed aggregate, split-face concrete units or decorative pattern), cement fiber board, or equivalent, permanent architecturally finished materials.~~

~~**Mirror Glass** Glass with a reflective metallic coating, as used for mirrors.~~

**Mixed Use** A tract of land, building or structure developed for two (2) or more different uses including but not limited to, residential, office, manufacturing, retail, or public.

**Mobile Home** A vehicle used, or so constructed as to permit being used, as a conveyance upon the public streets and highways and constructed in such a manner as will permit occupancy thereof for human habitation, dwelling or sleeping places for one (1) or more persons; provided further, that this definition ~~shall~~ [must](#) refer to and include all portable contrivances used or intended to be used generally for living and sleeping quarters and which are capable of being moved by their own power, towed or transported by another vehicle.

**Motel or Motor Hotel** A building or group of buildings containing one (1) undivided tract or parcel of land with a group of individual private units, each provided with separate sleeping

room or rooms, having bath, lavatory and toilet facilities, designed and to be used primarily for transient guests traveling by automobile.

**Motor Vehicle** A motorized vehicle for use on streets or highways, including customary passenger vehicles and motor homes. Does not include trailers.

**Motor Vehicle, Dismantled** That a number of useful parts, including but not limited to tires, batteries, doors, hoods, or windows have been removed from the motor vehicle as to render the motor vehicle unsafe to operate.

**Motor Vehicle, Inoperable** A motor vehicle which cannot be driven away in a safe condition, other than wrecked, scrapped, ruined or dismantled vehicles.

**Motor Vehicle, Ruined** A motor vehicle which is substantially damaged to the extent that it is valueless or useless as an operable motor vehicle.

**Motor Vehicle, Scrapped** Has no value as an operable motor vehicle or parts thereof and most of the motor vehicle and parts thereof to be useful only as materials for reprocessing, remelting, remanufacturing, or disposal for salvage or scrap material.

**Motor Vehicle, Wrecked** Those motor vehicles which have more than twenty-five (25) percent of the vehicle in damaged condition externally as to render it unsafe to operate.

**Native Vegetation** Plant types historically located in the Olathe geographic area as part of the tall grass prairie ecosystem.

**Natural Features** The physical characteristics of properties that are not manmade (e.g., soil types, geology, slopes, vegetation, surface water, drainage patterns, aquifers, recharge areas, climate, floodplains, aquatic life, and wildlife).

**Neighborhood** A subarea of the City in which the residents share a common identity focused around public facilities and social institutions or other common features, and generally within walking distance of their homes.

**Net Acre** An acre within the perimeter of a development tract after excluding all dedicated arterial street rights-of-way.

**Net Site Area** The land area of a lot, tract or property, excluding all areas dedicated to the City, such as open space, park and greenways, and public street and alley rights-of-way, as are required by this ordinance. Easements which remain under private ownership are calculated as part of the net site area.

**Nonconforming Use** A nonconforming situation that occurs when property is used for a purpose or in any manner made unlawful by the use regulations or development and performance standards applicable to the zoning district in which the property is located. The term also refers to the activity that constitutes the use made of the property.

**Official Zoning Map** The zoning map adopted by the City pursuant to KSA [12-753](#).

**Opaque Glass** ~~Not transparent or translucent.~~

**Open Space** Any parcel or area of land or water set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space. Open space may include common, active and landscaped areas, as well as, areas of natural preservation. Includes squares, plazas, greens, preserves, parks, and greenways.

**Open Space, Active** That part of the net site area of a development that may be improved or set aside, dedicated, designated or reserved for recreational use such as swimming pools, play equipment for children, ball fields, picnic tables, sports courts, etc.

**Open Space, Common** That part of the net site area of a development, not individually owned or dedicated for public use, that is designed and intended for the common use or enjoyment of the residents of a development.

**Open Space Improvements** Includes swimming pools, tennis courts, basketball courts, sports fields, recreation centers, and community meeting halls.

**Open Space, Landscaped** That part of the net site area which is free of streets, structures, or parking areas and provided to improve the drainage, microclimate and aesthetics of the site. Such areas are usually landscaped and appropriately located to achieve maximum effect and appeal. Typically, such space includes lawn areas, shrubs and trees, walkways, paved terraces, sitting areas and outdoor recreational areas. Unpaved land areas within private or public street rights-of-way are not counted as landscaped open space unless they are in excess of minimum right-of-way standards.

**Ordinance** The Unified Development Ordinance.

**Other Motorized Machinery and Equipment** A vehicle or equipment not generally used on streets or highways and designed for use during construction, landscaping, farming and similar activities. Examples include tractors, combines, backhoes, graders, cranes, etc.

**Overhead Door** A door that allows passenger vehicles or trucks to enter or exit a building.

**Overlay District** A district which acts in conjunction with the underlying zoning district or districts.

**Park** An open space, available for recreation, consisting of paved paths and trails, some open lawn, trees, open shelters, or recreational facilities.

**Parking Area or Lot** Any portion of a parcel of land used for parking or storage of operable motor vehicles on a temporary (less than twenty-four [24] hour) basis which is connected with a street or alley by a paved driveway which affords ingress and egress for motor vehicles.

**Parking Area or Lot, Pervious Surface** A parking lot where the spaces are not in a covered building and where the surface is composed of porous pavement or similar surface that complies with Chapter [18.30](#).

**Parking Space** An enclosed or unenclosed paved area permanently reserved for the temporary (less than twenty-four [24] hour) storage of motor vehicles and connected with a street or alley by a paved driveway which affords ingress and egress for motor vehicles.

**Permit, Building** A permit issued by the Building Official which authorizes the construction, reconstruction, alteration, enlargement, conversion, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure.

**Permit, Special Use** A specific approval for a use that has been determined to be more intense or to have a potentially greater impact than a permitted or conditional use within the same zoning district.

**Planned Zoning District** The zoning of a lot or tract to permit that development as specifically depicted on plans approved in the process of zoning that lot or tract.

**Planning Official** The City Official with responsibility to administer this title as provided in Chapter [18.80](#). This includes the Planning Official or designee.

~~**Plastic (Columns, Details, Etc.)** A durable, synthetic fiberglass or vinyl material used for architectural elements such as columns or details.~~

**Plat** A map depicting the division or subdivision of land into lots, blocks, parcels, tracts, units or other portions thereof.

**A.** "Plat, final" means a drawing of a permanent nature showing the precise location and dimension of such features as streets, lots, easements and other elements pertinent to transfer of ownership and prepared for permanent record.

**B.** "Plat, preliminary" means a drawing showing the proposed general patterns of streets, lots and land uses within a tract to be subdivided.

**Plaza** An open space at the intersection of important streets, set aside for civic purposes and commercial activity, including parking; consisting of durable pavement and formal tree plantings.

**Portable Storage Container** Any container designed for the storage of personal property, including but not limited to metal or steel boxes, shipping containers, intermodal containers, converted semi-truck trailers and box truck beds, used to store or transport household goods,

building materials, wares, or merchandise that is typically delivered and removed by a vehicle. This does not include accessory buildings, sheds, or trailers utilized on construction sites.

**Preserve** Open space that preserves or protects a critical environmental feature or other natural feature.

**Recreational Vehicle** See OMC Sections [6.06.030](#) and [10.01.001](#).

**Recycling Collection Point** An accessory use or structure that serves as a drop-off point for recyclable materials. The temporary storage of such items would be permitted, but no processing would be allowed.

**Redevelopment** The redesign or rehabilitation of existing properties.

**Regulatory Flood Elevation** The elevation indicated in the Flood Insurance Study as the elevation of the one hundred (100) year flood.

**Residence** See "dwelling unit."

**Residential Districts** Refers to zoning districts A, R-1, R-2, R-3, and R-4.

**Resubdivision** A change in a map of an approved or recorded subdivision plat, if such change affects any street layout on such map or area reserved for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption date of this ordinance.

**Retail Sales, Accessory** An establishment engaged in sales of goods, such as: furniture and home furnishings, electronics and appliances, sporting goods and hobbies, books, periodicals and music, tobacco sales, department stores, florists, office supplies and stationery, gifts and novelties, pets, hardware, pawn shops, video stores and auto parts. This classification includes the retail sales or rental of merchandise not specifically listed under another use or classification.

**Retention Basin** A reservoir designed to retain storm water runoff on a relatively permanent basis with the primary release of water being through evaporation or infiltration into the ground.

**Rezoning** An application for amendment of the zoning district classification applicable to one (1) or more specific lots or tracts.

**Right-of-Way or Rights-of-Way** The total width of any land reserved or dedicated as a street, alley, sidewalk, or for other public or private use.

**Rule Exception** The allowing of a subdivision to deviate from one (1) or more specific standards and requirements of these rules and regulations.

**Runoff** The surface water discharge and rate of discharge of a given watershed after a full rain or snow that does not enter the soil but runs off the surface of the land.

**Salvage Yard** Any establishment or part thereof, which is maintained, used or operated for storing, keeping, buying, repairing, or selling any wrecked, scrapped, ruined, and/or dismantled motor vehicles or parts thereof.

**Satellite Dish Antenna** See Section [18.50.180](#).

**Screening** A method of visually shielding or obscuring one abutting or nearby structure or use from another by the use of berms, densely planted vegetation, fencing, or walls.

**Sedimentation** The process by which soil or other surface material is accumulated or deposited by wind, water, or gravity.

**Setback Line** A line, parallel to the respective lot line and internal to the lot, which defines the required building setback as specified in the district regulations.

**A.** Front setback line ~~shall~~ **must** be parallel to the front lot line and ~~shall~~ extend from side lot line to side lot line.

**B.** Rear setback line ~~shall~~ **must** be parallel to all rear lot lines and ~~shall~~ extend from side lot line to side lot line.



**C.** Side setback lines are parallel to any side lot line and extend from the front setback line to the rear setback line.

**D.** See Section [18.30.220.I](#) for private street setback requirements.

**Setback or Building Setback or Yard Setback** That area between a lot line and the respective setback line which ~~shall~~ must remain unobstructed by buildings or structures from the ground to the sky, except as may be specifically permitted by other provisions of the Unified Development Ordinance (UDO).

**Shopping Center** A group of commercial establishments planned, developed, owned or managed as a unit, related in size (gross floor area) and type of shops to the trade area that the unit serves, and with off-street parking provided on the property.

**Side Path** A shared path located immediately adjacent and parallel to a roadway.

**Sight Distance** A triangular shaped portion of land established at street intersections in which nothing is erected, placed, planted or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving an intersection.

**Sign** Any framed, bracketed, free-formed, or engraved surface which is fabricated to create words, numerals, figures, devices, designs, trademarks or logos, which is mounted on or affixed to a building or the ground, and which is sufficiently visible to persons not located on the lot where such device is located to attract the attention of such persons or to communicate information to them. Sign includes sign supports.

**Site** The existing lot of record proposed for land development, including subdivision.

### **Site Development Plan**

**A. Site development plan, preliminary** means a plan showing design of streets, driveways, entrances, limits if no access lines, major/minor drainage area, utility layouts, proposed uses (residential, commercial, industrial, or comparable uses), open areas, parks, tree preservation, and other significant features of the tract.

**B. Site development plan, final** means a detailed drawing (to scale) showing the proposed development of a specified parcel of land, including the location and design of building, easements, utility layouts, parking arrangements, public access, street patterns, drainage controls, existing vegetation and natural features, landscaping, lighting and other similar features.

**Square** An open space consisting of paved walks, lawns, trees, and civic buildings that may encompass an entire block, is located at the intersection of important streets, and is set aside for civic purposes.

**Stable** A structure or premises for the keeping of horses, ponies or mules.

~~**Standard Metal Lap Siding** Metal building siding consisting of beveled boards wider and longer than clapboards.~~

~~**Stone, Modular** A panelized system of individual natural stone components assembled in panels for use as a cladding material.~~

~~**Stone, Synthetic** An architectural concrete building unit manufactured to simulate natural cut stone.~~

~~**Stone, Veneer** A decorative building material composed of thin natural stone components, which may be laid individually or assembled in panels.~~

**Storage Area or Lot** Any off-street area designated and used for the placement, keeping, holding and storage of inoperable vehicles, vehicles awaiting repair, and parts thereof; building materials, supplies and equipment; trailers; heavy construction equipment and other motorized vehicles and equipment, but not for junkyard or salvage yard purposes.

**Storage or Stored** The keeping of items, equipment, vehicles, trailers or materials for a period of time longer than would be involved in the normal day-to-day use or consumption of the same.

**Story** That part of a building included between the surface of one (1) floor and the surface of the floor above or, if there is no floor above, that part of the building which is between the

surface of the floor and the ceiling next above. A top story attic is a half-story when the main line of the eaves is not above the middle of the interior height of such story. The first story is a half-story when between fifty (50) and seventy-five (75) percent of the area of its exterior walls is exposed to outside light and air entirely above grade in which exterior walls contain windows or doors permitting the entrance of daylight and outside air. When less than fifty (50) percent of the area of the walls of the first story is exposed to outside light and air entirely above grade, that story ~~shall~~ **must** be classed as a basement and in the case of multifamily dwellings may not be occupied as a residence by other than a caretaker or manager.

**Street** A right-of-way or easement affording vehicular access to abutting properties designated as a street, avenue, highway, road, boulevard, lane or throughway. The following are street types:

- A.** Collector street means a street which provides traffic circulation within residential areas. Land access is a secondary function of the collector. The collector distributes trips from the arterials to the local street network.
- B.** Local street means a street which provides direct traffic access to abutting land in residential areas.
- C.** Major arterial means a street or highway that provides for rapid and efficient movement of large volumes of through traffic between sections of the City and across the urbanized area. It is not primarily intended to provide land access service.
- D.** Minor arterial means a street which provides for the through traffic movement between areas and across the City. A minor arterial accommodates trips of moderate length at a somewhat lower level of service and lower operating speeds than the major arterial.
- E.** Private street means an easement which affords principal access to property abutting thereon, which easement is owned, controlled and maintained by persons other than the public.
- F.** Public street means a right-of-way which affords the principal means of vehicular access to property abutting thereon which right-of-way has been dedicated to the public for such use.

**G. Service street** means a street which provides traffic circulation within commercial and industrial developments and complexes from the arterial street system.

**Street Line** The dividing line between the street right-of-way and the abutting property commonly known as the property line.

**Streetscape** The area within street right-of-way that contains sidewalks, street furniture, landscaping, or trees.

**Structural Alteration** Any change in the supporting members of a building, such as bearing walls, columns, beams or girders.

**Structure** Anything constructed or erected, which requires location on the ground, or attached to something having a location on the ground, not including portable storage containers.

~~**Stucco, Genuine, Detailed** A mortar mixture (usually composed of cement, sand and hydrated lime) used for siding, which is scored to appear as panels or to create design effects to provide visual interest and a sense of scale.~~

~~**Stucco, Synthetic /EIFS** A siding composed of foam insulation board or cement panels secured to walls and finished to appear similar to genuine stucco.~~

~~**Stucco, Synthetic /EIFS (Detail Only)** An architectural detail such as an accent, trim, cornice, sill, band, molding, column, pilaster or ornament that has a synthetic stucco exterior.~~

~~**Stucco, Synthetic (Panels)** A flat, plane surface with a synthetic stucco exterior, and surrounded by moldings, channels, or other surfaces in different planes.~~

**Subdivider** A person, firm or corporation undertaking the subdividing of land.

**Subdivision** Except for lot-split as defined below, means the division of a lot, tract or parcel of land into two (2) or more lots, plots, sites or other division of less than twenty (20) acres, including a resubdivision of land and vacation of streets, lots or alleys. The creation of a street, alley or other public way by dedication ~~shall~~ must be deemed a subdivision.

**Technical Specifications and Design Criteria (TSDC)** Public improvement specifications and criteria as established in the City's Technical Specifications and Design Criteria, February 1990, and as amended.

**Temporary Structure** A structure that is to be removed within a designated time period, or after an activity or use for which the temporary structure was erected has ended.

**Tract** A single unit of real property under one (1) ownership, which may be platted or unplatted.

**Trailer** A vehicle equipped with wheels and normally towed over the road behind a motor vehicle. A trailer including any advertising trailer or hauling trailer.

**Transient Merchant** Any person, principal or agent who engages in a merchandise business or services from a temporary location or structure in the city, and for the purpose of carrying on such a business or service hires, leases or occupies any land, structure or trailer or truck for the exhibition and sale of such goods, wares or merchandise and including the sale of any article, food, beverage, fruit, vegetable or farm product.

**Unified Development Ordinance (UDO)** Ordinance No. [14-39](#), as amended, that adopted and amended this document by reference.

**Up To** Has the same meaning as "not exceeding." For example, a height of "up to" seventy-five (75) feet has the same meaning as a height "not exceeding" seventy-five (75) feet.

**Use** The purpose or activity for which the land, or building thereon, is designed, arranged or intended, or for which it is occupied or maintained.

**Use, Permitted** A use permitted by right without the need for special administrative review and approval.

**Use, Principal** The main use of land or buildings as distinguished from a subordinate or accessory use. The principal use may be either a permitted or a special use.

**Use, Special** A use either public or private, which, because of its characteristics, cannot be classified as a permitted use in a particular district or districts.

**Use, Temporary** Any use designed, built, erected or occupied for short and/or intermittent periods of time and ~~shall~~ must include tents, lunch wagons, dining cars, trailers and other roofed structures on wheels or other supports used for business, storage, industrial, institutional, assembly, educational or recreational purposes.

**Utility Facility, Accessory to Permitted Use** A facility for the distribution of gas, electricity, water, steam, hot water, chilled water and landline communication to a principal building or structure on the same lot or property.

**Variance** A variation from a specific requirement in this ordinance applicable to a specific piece of property.

~~**Vinyl Siding** Plastic exterior siding for a house, used for decoration and weatherproofing, imitating wood clapboard.~~

**Waiver** A process for alleviating a specific requirement in this ordinance.

**Watercourse** A channel in which a flow of water occurs, either continuously or intermittently, and in the latter, with some degree of regularity. Such flow must be in a definite direction and cover a prescribed area. Watercourses may be either natural or artificial, and both may occur either on the surface or underground.

**Watershed** A land area, also known as a drainage area, which collects precipitation and contributes runoff to a receiving body of water or point along a watercourse.

**Yard** An open space at grade between a building and the adjoining lot lines. See Section [18.30.270](#).

**Zero-Lot Line Dwelling** A dwelling built adjacent to an interior side lot line with a yard adjacent to the opposite side lot line.

**Zoning** The division of the City by legislative regulations into areas, or zones, which specify allowable uses for real property and size and density restrictions for buildings within these areas.

**Zoning Amendment** An application to change or remove stipulations approved with a rezoning ordinance.

**Zoning Certificate** A certificate issued by the City Planner, certifying that any proposed use, building, or structure to be located on a lot is in accordance with all of the regulations of this ordinance.

**Zoning District** Section or sections of the City for which the regulations governing the use of buildings and lands are uniform for each class or use permitted therein.



## MINUTES

### Planning Commission Meeting: October 14, 2019

<b>Application:</b>	<b><u>UDO19-0005</u>: Unified Development Ordinance Amendments</b>
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**Zachary Moore, Planner II**, presented updates to the UDO regarding Chapters 18.50, 18.30 and 18.90, as follows:

**18.30.130.I.** Updates to rooftop and mechanical equipment screening clarifies expectation to see mechanical equipment on site development plans, and screening requirements for such are being relocated from Chapter 18.15 of the Building Design Standards. Also, clarifying expectations for trash enclosure design, materials and location, and to incorporate the enclosures with the principle building where possible.

**18.30.130.J.** Landscaping, buffers and screening. Update states that plant materials will be required in buffer areas.

**18.30.135.** Lighting. Language identifying LED lights as the allowed type for fixtures that cast onto a building or sign has been added.

**18.30.160.** Parking and Loading. Include a requirement for gated facilities to provide on-site parking areas.

**18.30.240.** Tree Preservation. Adding a requirement for review when removing 20 percent or more of woodland area for residential properties in excess of 10 acres, or all other properties 5 acres or more in size.

**Mr. Moore** also outlined clean-up items to Chapters 18.30, 18.50 and 18.90, which will correct errors and ensure consistency in standards.

**Chair Vakas** opened the public hearing. There being no one to be heard from the public, he called for a motion to close the public hearing.

*Motion to close the public hearing was made by Comm. Sutherland and seconded by Comm. Allenbrand.*

*Motion passed 8-0.*

*Motion to recommend UDO19-0005 for approval as presented by staff was made by Comm. Sutherland and seconded by Comm. Freeman.:*

These updates consist of amendments which will help to increase readability, provide clear direction for expectations for development, and assist in development reviews. Staff recommends approval of the proposed amendments to the Unified Development



UDO19-0005 (Minutes)  
October 14, 2019  
Page 2

Ordinance (UDO), as detailed in the attached UDO Amendments Exhibit for the following Chapters 18.30., 18.50., and 18.90., as presented.

*Aye: Youker, Sutherland, Freeman, Nelson, Allenbrand, Munoz, Corcoran, Vakas (8)*

*No: (0)*

*Motion was approved 8-0.*



# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 11/5/2019

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

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ITEM DESCRIPTION:  
Quarterly Procurement Report

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SUMMARY:  
The Resource Management Team is reporting purchases between \$25,000 and \$49,999 for 3<sup>rd</sup> quarter 2019.

Council will receive quarterly reports summarizing procurements between \$25,000 and \$49,999 on the Council agenda immediately following the 20<sup>th</sup> of the month after the end of a quarter.

Staff will attend the Council meeting to answer questions regarding the procurement report.

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

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ACTION NEEDED:  
Receive Report summarizing 3<sup>rd</sup> quarter 2019 procurement between \$25,000 and \$49,999.

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ATTACHMENT(S):  
Quarterly Procurement Report

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**3rd 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
Park & Facility Renovation	4-C-022-18	318742	07/02/19	Community Center Playground	Athco	\$42,245.00	Cooperative Agreement
Envision Olathe Implementation	6-C-026-19	701012	07/03/19	Downtown Alley Enhancements	Landworks Studio	\$32,500.00	Competition Exception Report
Indian Creek Library and IT Operations	6-C-001-17 7-C-040-18	318758	07/24/19	Network Switches	Sirius Computer Solutions Inc	\$35,928.72	Price Agreement
Vehicle Maintenance	4111521	637981	07/31/19	Clutch 14 in HPT	Vermeer Great Plains	\$27,926.54	OEM Part
Vehicle Maintenance	3201598	638129	08/05/19	Lamp, Seal, O-Ring, Lamp Sleeve, UVI Sensor Sleeve	Ray Lindsey Company	\$27,075.58	OEM Parts
Indian Creek Library Park	4-C-006-18	700969	08/05/19	Final Design for Indian Creek Library Park	Indigo Design Inc	\$47,360.00	Competition Exception Report
Vehicle Maintenance	19-1592-54	318766	08/07/19	Ford F-250 (vehicle replacement)	Shawnee Mission Ford	\$28,148.00	Cooperative Agreement
Indian Creek Library	A1919901	318772	08/08/19	Laser Engraver	Trotec Laser Inc	\$48,200.00	Competition Exception Report
Lake Olathe	4-C-021-17	638419	08/19/19	Structured Cabling System	Enterprise Communications Inc	\$43,619.38	Price Agreement
Wastewater Collection Operations	3201596	638673	08/26/19	Alarm Maintenance Service Package	Mission Communications	\$25,351.50	Price Agreement
Library Operations	2101999	318776	08/30/19	Remote locker system for Fire Station #7	Bibliotheca LLC	\$38,731.00	Sole Source
Water Production Operations	3201591	638838	09/03/19	Excavate and Backfill	Crossland Heavy Contractors Inc	\$38,621.00	Price Agreement
Street Maintenance	1001531 3- P-010-19	639263	09/18/19	Plexi Melt and Wide crack material	Crafco Inc	\$41,999.82	Price Agreement
Indian Creek Library	6-C-001-17	318787	09/19/19	Tables and Chairs	Forms & Surfaces Inc	\$48,385.00	Competition Exception Report
Water Production Operations	3201591	318793	09/24/19	Adjustable Frequency Drive (AFD) Replacement	Logic Inc	\$37,827.06	Sole Source
Indian Creek Library	6-C-001-17	701042	09/26/19	Artwork	Leopold Gallery	\$39,000.00	Competition Exception Report



# Invoice

ATHCO L.L.C.  
13500 WEST 108TH ST.  
LENEXA, KS 66215  
(913) 469-5600 (800)255-1102

Invoice Number: 0022757-IN  
Invoice Date: 8/21/2019

Order Number: 0619030  
Order Date: 6/27/2019  
Salesperson: BM  
Customer Number: 0000526

**Sold To:**

CITY OF OLATHE  
ACCOUNTING DIVISION  
P O BOX 768  
100 E SANTA FE  
OLATHE,, KS 66051-0768

**Ship To:**

OLATHE COMMUNITY CENTER  
1205 EAST OLD KC ROAD  
OLATHE, KS 66061

**Confirm To:**

LISA DONNELLY

Customer P.O.	Ship VIA	F.O.B.	Terms
318742 000OP	TRUCK LOAD	D	NET 30

Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
1131149-01-05	EA	1.000	1.000	0.000	29,150.00	29,150.00
L/S PLAYSHAPER<2-5 YEAR OLDS>-2" SURF MNT W/CUSTOM GFRC LOG STEPPER 30" DK WITH 2 WOOD GRAIN HNDHOLDS (HANDLOOP & HAND- RAIL);1 CRITTER CANYON 30" DK 2" SURF MNT; TREEHOUSE ROOF W/"KIDS ONLY" SIGN, BUT WITH NO STACK. PLUS, LEARNING WALL WITH 1 GEAR PANL & FUN MIRROR PANL W/WELCOME SIGN PER DRAWING #1131149-01-05 COLORS PER PRESALE DRWGS #1131149-01-05: POSTS= BROWN; POLY= LEAF; PRIMARY PERM= LIMON/BLACK; SECONDARY PERM=LEAF/BLACK; TENDER-TUFF & DECKS= BROWN						
FD150	EA	1.000	1.000	0.000	0.00	0.00
FOB - Destination: L/S						
POURED-IN-PLACE	SQFT	500.000	500.000	0.000	0.00	0.00
SURF AMERICA PLAYBOUND POURED-IN-PLACE 2 LAYER RUBBER SURFACE - COLORS: 50% HUNTER GREEN & 50% BLACK SPECKLED MIX WITH ALIPHATIC BINDER & 10 BAGS SBR						
SA-BLACK EPDM	BAG	2.000-	2.000-	0.000	0.00	0.00
SURF AMERICA BLACK TOP COAT-EPDM BINDER						
SA-GREEN #31	BAG	2.000-	2.000-	0.000	0.00	0.00
SURF AMERICA BAG TOP RUBBER-COLOR:GREEN #31						
BINDER-AROMATIC	PAIL	1.000-	1.000-	0.000	0.00	0.00
SURF AMER GREEN AROMATIC TOP BINDER- GREEN LABEL URETHANE- QUALIPUR 5 GA						
SA-ACCELLA	PAIL	2.000	2.000	0.000	0.00	0.00
SURF AMER QUICK CURE BASE BINDER- ACCELLA LABEL URETHANE						
SA-BASE RUBBER	BAG	24.000	24.000	0.000	0.00	0.00
SURF AMERICA BLACK BASE RUBBER BUFFINGS						

Continued



# Invoice

Page: 2

ATHCO L.L.C.  
13500 WEST 108TH ST.  
LENEXA, KS 66215  
(913) 469-5600 (800)255-1102

Invoice Number: 0022757-IN

Invoice Date: 8/21/2019

Order Number: 0619030

Order Date: 6/27/2019

Salesperson: BM

Customer Number: 0000526

**Sold To:**

CITY OF OLATHE  
ACCOUNTING DIVISION  
P O BOX 768  
100 E SANTA FE  
OLATHE,, KS 66051-0768

**Ship To:**

OLATHE COMMUNITY CENTER  
1205 EAST OLD KC ROAD  
OLATHE, KS 66061

**Confirm To:**

LISA DONNELLY

Customer P.O.	Ship VIA	F.O.B.	Terms			
318742 000OP	TRUCK LOAD	D	NET 30			
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
FD160	EA	1.000	1.000	0.000	0.00	0.00
FOB-Destination: SURFACE AMERICA PIP						
L2INST	EACH	1.000	1.000	0.000	7,500.00	7,500.00
L/S INSTALLATION:1 PLAYSHAPER FOR						
2-5 YEAR OLDS PER DRWG #1131149-1-5						
M2INST	EACH	1.000	1.000	0.000	0.00	0.00
MISC. INSTALLATION AS FOLLOWS:						
SURFACE AMERICA PIP @ 2 1/2" DEPTH						
P026497-501						

A 1 1/2% per month finance charge will be added to past due accounts.

Net Invoice:	36,650.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Invoice Total</b>	<b>36,650.00</b>



# Invoice

Page: 1

ATHCO L.L.C.  
13500 WEST 108TH ST.  
LENEXA, KS 66215  
(913) 469-5600 (800)255-1102

Invoice Number: 0022766-IN  
Invoice Date: 8/26/2019

Order Number: 0719009  
Order Date: 7/9/2019  
Salesperson: BM  
Customer Number: 0000526

**Sold To:**

CITY OF OLATHE  
ACCOUNTING DIVISION  
P O BOX 768  
100 E SANTA FE  
OLATHE, KS 66051-0768

**Ship To:**

OLATHE COMMUNITY CENTER  
1205 EAST OLD KC ROAD  
OLATHE, KS 66061

**Confirm To:**

LISA DONNELLY

Customer P.O.	Ship VIA	F.O.B.	Terms
318742 0000P	BEST WAY	D	NET 30

Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
<<DEMO TO BE DONE AFTER HOURS- STARTING @ 9:00 PM>						
L2INST	EACH	1.000	1.000	0.000	5,595.00	5,595.00
L/S INSTALLATION: LABOR TO REMOVE EXISTING PLAY EQUIP IN THE "INDOOR" PLAYGROUND @ OLATHE COM CENTER.						
M2INST	EACH	1.000	1.000	0.000	0.00	0.00
MISC. INSTALLATION AS FOLLOWS: LABOR TO REMOVE THE EXISTING PIP SURFACING ON "INDOOR" PLAYGROUND. P026518-519						

A 1 1/2% per month finance charge will be added to past due accounts.

Net Invoice:	5,595.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Invoice Total:</b>	<b>5,595.00</b>

**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:** 2/26/2019

**Department Contact:** Emily Carrillo

**E1 Doc No.:** OB

**Total Cost:** 32,500.00


**COMMODITY/SERVICE DESCRIPTION:**

Professional Services Agreement with Landworks Studio, LLC for design of the Downtown Alley Enhancements Project, PN 6-C-026-19.62638.

**CER/SOLE SOURCE JUSTIFICATION:**

This is a continuation of ongoing work performed by Landworks Studio, LLC. Since 2014, Landworks Studio has worked diligently at their own expense with the City to explore potential opportunities for these downtown alley spaces. This ongoing partnership has created a series of 'Alley Rally' pop-up events during Fourth Fridays and Old Settlers Days. Because of this existing relationship and investment in downtown, staff recommends continuing to work with Landworks Studio, LLC for the design of this project.

**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.



PRICE AGREEMENT/CONTRACT

Contract for: Cloud & Messaging Services

Agreement Number: **17-4282-02**

Contract Specialist: Victoria Rand

Phone Number: 913-971-8926

Contract Period: **4/12/18-3/31/20**

Vendor Name/Number: Sirius Computer Solutions, Inc.

Contact: Phyllis Byrd

Address: 10100 Reunion Place, Suite 500

Phone: 210-369-0617

San Antonio, TX 78216

Email: Phyllis.byrd@siriuscom.com

Department: ITS

Project Number: COOP 17-4282

Council Approval: N/A

Agenda Item: N/A

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Contract Items:

See State of Kansas Contract # 43262AA

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

All special conditions, detailed specifications, pricing, terms, and conditions of 17-4282-02 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 17-4282-02. 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](mailto:apolathe@olatheks.org), or FAX 913-971-8719

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

CITY OF OLATHE

Amy Tharnish, CPA  
Assistant Director of Finance Services

Date: 4/17/18





An Employee Owned Company

Olathe, KS  
(913) 782-3655

Goddard, KS  
(316) 794-3500

Brookline, MO  
(417) 886-3500

Oklahoma City, OK  
(405) 478-2900

Catoosa, OK  
(918) 266-3300

OEM PARTS

637981

Ship To: SAME AS BELOW

Invoice To: CITY OF OLATHE  
ACCOUNTS PAYABLE  
PO BOX 768  
OLATHE KS 66051

Branch OLATHE			CNNYYY
Date 06/26/19	Time 09:31:47 (O)	Page 01	
Account No. OLATH010	Phone No. 9139719013	Invoice No. P46722	
Ship Via		Purchase Order 488558	
Tax ID No. KS6XLFHVA1		20201001	
Terms NET 30 WAC		Salesperson MD1	

PARTS INVOICE

ORDER#: 046861

Part#	Description	Bin	ORD	ISS	SHP	B/O	UTTTT	Price	Amount
180025526	CLUTCH 14in HPT		1	1	1			27926.54	27926.54

UNIT# 43330103  
BRIAN 785-418-4240

ON ACCOUNT 27926.54

PLEASE REMIT TO: 15505 S. 169 HWY, OLATHE, KS 66062

NO RETURNS WITHOUT INVOICE  
NO RETURNS AFTER 30 DAYS  
25% RESTOCK FEE ON ALL SPECIAL ORDERED ITEMS

www.vermeergp.com



17221 Bel Ray Place  
Belton, MO 64012  
816-388-7440 Fax: 816-388-7434

**Bill To:**

City of Olathe  
Accounting Division  
P.O. Box 768  
Olathe, KS 66051-0768

*Linda*

AUG 19 2019

**Ship To:**

City of Olathe  
Harold Street WWTP  
913-971-5545  
201 East Harold  
Olathe, KS 66061

# Invoice

Invoice #	2019446
Date:	8/14/2019
Project #:	
Project/Job:	Harold Street WW...

Customer PO #	Terms	Ship	Via	F.O.B.	Rep	Engineer	Contractor
120430-1	Net 30	8/8/2019	BEST WAY	FACTORY	EMJ		

Qty	Description	Price (ea)	Extended Price
60	Trojan PN# 79447-OYW LAMP	380.00	22,800.00
0	Trojan PN# 327021 WIPER SEAL	9.47	0.00
6	Trojan PN# 316144P SLEEVE SEALING O-RING PKG OF 10	1.79	10.74
30	Trojan PN# 316136 QUARTZ SLEEVE	122.00	3,660.00
2	Trojan PN# 015239 SENSOR SLEEVE	146.67	293.34
1	Freight	311.50	311.50
We appreciate your business!		<b>Subtotal</b>	\$27,075.58
		<b>Sales Tax (9.225%)</b>	\$0.00
		<b>Total</b>	\$27,075.58
		<b>Payments/Credits</b>	\$0.00
<b>Entered By</b>	SHEENA	<b>Balance Due</b>	\$27,075.58

*OF 638129*

**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

Department Contact: Lisa Donnelly

E1 Doc No.: \_\_\_\_\_

OB 700 969

Date: 8-12-19

Total Cost: \$47,360.00

**COMMODITY/SERVICE DESCRIPTION:**

Design and construction documents for the Indian Creek Library Park.

**CER/SOLE SOURCE JUSTIFICATION:**

Indigo Design completed the initial master plan for the Indian Creek Library Park, becoming very familiar with the site and with the City's desires for the project. The firm was selected to continue the design work to complete construction documents prior to our in-house construction crew actually building the park.

Approved: B. A. Ch (Department Director)

Approved: [Signature] (Procurement Manager)

Over \$25,000:

Approved: [Signature] (City Manager)

# Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179  
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

June 28, 2019

Josh Wood  
City of Olathe

Project 19-1592-54

2019 Ford F-250 Super Cab 4x4 6.75' bed (**X2B/148**)

Exterior: Oxford White (**Z1**)

Interior: 40/20/40 Vinyl (**AS**)

Base Price: \$23,536

Options:

- Super Cab (**X2**) \$1,880
- 4x4 (**2B**) \$2,462
- Short Bed (**148**) \$(150)
- Snow Plow Prep (**473**) \$171
- Trailer Brake Controller (**52B**) \$249
- Floor Mats \$included in base price
- Rear Defroster \$included in base price
- Cruise Control \$included in base price
- Power Group \$included in base price
- Locks, Windows
- Trailer Tow Mirrors-heated, RKE

Total \$28,148

Additional Options to consider

- Extra HD Alternator (**67E**) \$79
- Up Fitter Switches (**66S**) \$152
- Skid Plates (**41P**) \$92
- 110V/400W Outlet (**43C**) \$161
- Front Wheel Well Liner (**61L**) \$165
- Rear Wheel Well Liner (**61M**) \$165
- SYNC (**585**) \$507
- Line X \$519
- Cab Steps (**18B**) \$409

Thank you for your time and interest.

Sincerely,

Jay Cooper  
Government Fleet Sales





### 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: 8/2/19

Department Contact: Brian Kanoy E1 Doc No.: \_\_\_\_\_

Total Cost: \$48,200

---

### COMMODITY/SERVICE DESCRIPTION:

Trotec Laser is an international manufacturer of advanced laser technology for high-speed laser cutting, laser engraving and laser marking. Trotec systems are used to cut, engrave and mark a wide range of materials including wood, paper, metal, acrylic, leather, stone, plastics, and more.

### CER/SOLE SOURCE JUSTIFICATION:

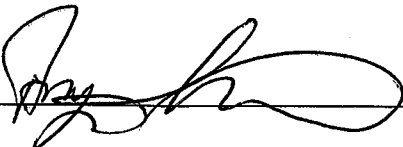
Primary reasons to choose Trotec equipment:

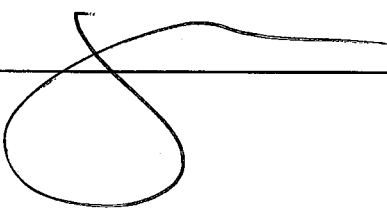
- Trotec Laser Engravers are the industry benchmark for ease of use, quality, and reliability
- The work area is larger and the speed is faster than comparably priced competitors' equipment
- They have a feature that tells you the time it will take to complete a job before you start it, which is important to our usage case (limited reservation periods.) Other vendors' equipment lacks this critical feature.
- The construction of the laser and use of the "harsh environment kit" Trotec offers result in greatly improved durability and longevity, while reducing maintenance
- Trotec lasers uniquely offer on-board air assist pumps which preclude the need for a compressor to be running in the small, glass enclosed space
- The rotary attachment offered by Trotec is superior to other brands

In the interest of brevity, I have only included the major points, but overall, Trotec offers a significantly better product than Epilog, and the ULS machines are more budget minded and the build quality isn't suitable for our high usage, public environment. More details upon request.

---

Approved: Emily Baker (Department Director)

Approved:  (Procurement Manager)

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



**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](mailto: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, flowing script.

Amy Tharnish, CPA  
Assistant Director of Finance Services

Date: 7/25/19





PRICE AGREEMENT/CONTRACT

Contract for: **Alarm Maintenance for Lift Stations**

Agreement Number: **19-0200**

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: **08/01/2019 - 07/31/2021**

Vendor Name/Number: Mission Communications, LLC

Contact: Pam Day

Address: 3060 Business Park Dr., Ste. C

Phone: 678-969-0021

Norcross, GA 30071

Email: Accounting@123mc.com

Department: PW-FO

Project Number: 19-0200

Council Approval: N/A

Agenda Item: \_\_\_\_\_

Payment Terms: Net 30

Accepts City's P-card: ☒ Yes ☐ No

**Contract Items:**

689MIS2252	C800: Van-Mar	\$563.40
689MIS3559	C800: Hedge Lane	\$563.40
689MIS3560	C800: North 7 Highway	\$563.40
689SFN1122	N. Woodland	\$563.40
689MIS6349	56 Hwy	\$563.40
12MIS11116	Industrial Airport	\$563.40
689MIS6552	C800: FORMULA-X	\$563.40
689SDJ1817	C800: 111th S & L	\$563.40
689SFN1116	N800: 103 <sup>rd</sup>	\$563.40
689SFQ0240	N800: North Parker	\$563.40
689SFQ0534	N800: 95 <sup>th</sup> St. S & L	\$563.40
689SF50048	N800: Valley Road	\$563.40
689SF50063	N800: Sunset and Dennis	\$563.40
689SFW0561	N800: Prairie Farms	\$563.40
689SGA1276	N800: Provence Village	\$563.40
689SGC1454	N800: Cedar Lake	\$563.40
689SGC0056	N800: Mission Ridge – 800	\$563.40
12MIS11376	135 <sup>th</sup> District 6	\$563.40
689MIS9540	159 <sup>th</sup>	\$563.40
11MIS10120	Huntford	\$563.40
11MIS10123	Lake Stone	\$563.40
11MIS10197	Lakeshore Meadows	\$563.40
11MIS10198	Whitetail	\$563.40

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All special conditions, detailed specifications, pricing, terms, and conditions of 19-0200 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 19-0200. 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](mailto:apolathe@olatheks.org), or FAX 913-971-8719

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

Amy Tharnish, CPA  
Assistant Director of Finance Services

Date: 9/16/19

**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: Victoria Smith

Date: 08/21/2019

Department Contact: Emily Baker E1 Doc No.: \_\_\_\_\_

Total Cost: \$38,731.00

---

**COMMODITY/SERVICE DESCRIPTION:**

Bibliotheca remoteLocker system for Fire Station 7

**CER/SOLE SOURCE JUSTIFICATION:**

The Olathe Public Library provides a self-service hold pick up experience at remote locations and times more convenient to library customers. Currently, the library offers this service at the Olathe Community Center and Fire Station 6.

The library has standardized on the Bibliotheca remoteLocker system to keep the user experience the same throughout all the locations.

---

Approved: Emily Baker (Department Director)

Approved: [Signature] (Procurement Manager)

Over \$25,000:

Approved: [Signature] (City Manager)



PRICE AGREEMENT/CONTRACT

Contract for: **Wastewater Facility Repairs and Improvements T & S**

Agreement Number: **18-0926**

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: **08/01/2019 - 07/31/2020**

Vendor Name/Number: Crossland Heavy Contractors

Contact: Erick Lowe

Address: 3252 Roanoke Road

Phone: 816-960-4553

KCMO 64111

Email: elowe@heavycontractors.com

Department: Public Works

Project Number: 18-0926

Council Approval: N/A

Agenda Item: \_\_\_\_\_

Payment Terms: Net 30

Accepts City's P-card: ☒ Yes ☐ No

**Contract Items:**

See Attached Schedule of Billing Rates

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 18-0926 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 18-0926. 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](mailto:apolathe@olatheks.org), or FAX 913-971-8719

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

CITY OF OLATHE

Amy Tharnish, CPA  
Assistant Director of Finance Services

Date: 12/19/18

**Form 6 - Project Team Labor Billing Rates and Percentage Markups****FORM 6 – Project Team Labor Billing Rates and Percentage Markups (Page 1 of 4)**

**DO NOT SUBMIT THIS FORM WITH PROPOSAL. ONLY SHORT-LISTED FIRMS WILL BE REQUIRED TO PROVIDE THIS FORM.**

**Prime Contractor and Preferred Subcontractor:** Crossland Heavy Contractors & Davin Elect

**Table 6-1 – Labor Billing Rates**

JOB CLASSIFICATION	BILLING RATE (\$/Hr) <sup>1</sup>		
	Regular	Overtime <sup>2</sup>	Premium <sup>3</sup>
<b>Management, Supervision, Engineering:</b>			
Project Manager/Project Engineer <sup>4</sup>	\$85.00	\$127.50	\$170.00
Project Superintendent <sup>4</sup>	\$85.00	\$127.50	\$170.00
Foreman	\$63.00	\$94.50	\$126.00
Documents Coordinator <sup>6</sup>	\$29.00	\$43.50	\$58.00
Electrical Project Manager/Project Engineer <sup>4</sup>	\$85.00	\$127.50	\$170.00
Electrical Project Superintendent <sup>4</sup>	\$70.00	\$105.00	\$140.00
Electrical Foreman	\$70.00	\$105.00	\$140.00
<b>Construction Trades:</b>			
Carpenter	\$49.00	\$73.50	\$98.00
Apprentice <sup>5</sup>	\$49.00	\$73.50	\$98.00
Concrete Mason/Finisher	\$40.00	\$60.00	\$80.00
Apprentice <sup>5</sup>	\$40.00	\$60.00	\$80.00
Equipment Operator	\$48.00	\$72.00	\$96.00
Apprentice <sup>5</sup>	\$48.00	\$72.00	\$96.00
Iron Worker	\$51.00	\$76.50	\$102.00
Apprentice <sup>5</sup>	\$51.00	\$76.50	\$102.00
Laborer	\$41.00	\$61.50	\$82.00
Plumber/Pipefitter/Pipelaye	\$53.00	\$79.50	\$106.00
Apprentice <sup>5</sup>	\$53.00	\$79.50	\$106.00
Truck Driver/Hauler/Teamster	\$38.00	\$57.00	\$76.00
Electrician	\$65.00	\$97.50	\$130.00
Apprentice <sup>5</sup>	\$40.00	\$60.00	\$80.00

## FORM 6 – Project Team Labor Billing Rates and Percentage Markups (Page 2 of 4)

<sup>1</sup>Refer to General Requirements, Measurement and Payment, for what is included in the Billing Rates

<sup>2</sup>Defined as hours in excess of regular daily or weekly work hours – not reimbursable unless negotiated in advance with JCW

<sup>3</sup>Premium rates are defined as emergency or holiday hours, and must be pre-approved by JCW

<sup>4</sup>The Project Manager/Engineer oversees the project as a whole, supervises invoices and submittals, and helps finalize shop drawings and operations and maintenance manuals. The Superintendent is defined as the person assigned to run the day-to-day operations of the construction site, coordinate the delivery of materials, and oversee subcontractors. Refer to General Requirements, Section B.2 – Measurement and Payment.

<sup>5</sup>Apprentice rates are optional, if not applicable please fill in “N/A”

<sup>6</sup>Documents Coordinator can be billed if tasks related to shop drawings, submittals, O&Ms, etc. are not handled by the Project Manager/Project Engineer. General administration shall be handled by the overhead and profit markup.

## FORM 6 – Project Team Labor Billing Rates and Percentage Markups (Page 3 of 4)

**Prime Contractor and Preferred Subcontractor:** \_\_\_\_\_ **Crossland Heavy Contractors & Davin Electric**

This Contract requires the Prime Contractor to fill in four (4) categories of percentage markups based on all or a portion of the contract amount. The Preferred Subcontractor must fill in one (1) (Table 6-6). Refer to the example project included on the next page for additional clarification on how the markups will be applied.

**Contract Markups:****Table 6-2 – Overhead & Profit (Line D)<sup>1</sup>**

Subtotal 1: Less than \$100,000	11.0%
Subtotal 1: \$100,001 - \$500,000	11.0%
Subtotal 1: \$500,001+	11.0%

<sup>1</sup>Markup shall be multiplied by Subtotal 1. Subtotal 1 is defined as the cost of wastewater equipment, materials incorporated into the work, contractor's labor, and contractor's equipment costs.

**Table 6-3 – General Contractor Markup on Subcontractor Work (Line F)<sup>2</sup>**

Line F:	6.0%
---------	------

<sup>2</sup>Markup shall be multiplied by the sum of the costs of all subcontractors on the project (both Preferred Subcontractors and other subcontractors).

**Table 6-4 – Bonds & Insurance (Line G)<sup>3</sup>**

Subtotal 4: Less than \$100,000	1.4%
Subtotal 4: \$100,001 - \$500,000	1.3%
Subtotal 4: \$500,001+	1.0%

<sup>3</sup>Markup shall be multiplied by Subtotal 4, which is defined as the sum of Subtotals 2 and 3.

**Table 6-5 – Johnson County Purchasing Card Charges<sup>4</sup>**

Decimal Percent Charge for Use of P-Card	N/A
--	-----

<sup>4</sup>For small expenditures (generally under \$10,000), JCW may elect to pay by Purchasing Card (P-Card). If your firm charges a markup for P-Card use, it must be documented here. If your firm does not, mark 0%.

**Table 6-6 – Preferred Subcontractor Overhead and Profit Markup<sup>5</sup>**

Percent Markup of Preferred Subcontractor on Preferred Subcontractor's Work	5.0%
---	------

<sup>5</sup>Markup shall be applied by the Preferred Subcontractor on their own labor, materials, and equipment before submission of invoices to General Contractor. General Contractor may then mark up Preferred Subcontractor's invoice by the amount specified in Line F (Table 6-3).

Additional equipment and rates may be added if contractor desires. Failure to add additional equipment will not affect the price component of the bid.





PRICE AGREEMENT/CONTRACT  
RENEWAL #1

Contract for: **Crack Repair Material**

Agreement Number: **15-4119**

Contract Specialist: Shari Pine

Phone Number: 913-971-8925

Contract Period: **7/11/19 – 7/30/20**

Vendor Name/Number: Paving Maintenance Supply

Contact: Dave Keener

Address: 1808 SW Market

Phone: 816-525-8755

Lee's Summit, MO 64082

Fax: 816-525-8756

Department: Streets

Email: dave.keener@pmsi-usa.net

Project Number: IFB-15-4119

Council Approval: 8/6/19

Agenda Item: CA-N

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Contract Items:

Item No.	Description	Unit	Unit Price
1	Rubberized Asphaltic Crack Sealer	lbs.	\$0.4680
	Brand		Crafco 34221/34222
2	Wide Crack Material	lbs.	\$0.5110
	Brand		Crafco 33339B-PM
3	Techcrete – R Standard	Lb.	\$0.9000
	Part No.		34952
4	Techcrete Primer	Pail	\$230.00
	Part No.		34295P

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All special conditions, detailed specifications, pricing, terms, and conditions of 15-4119 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 15-4119. 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](mailto:apolathe@olatheks.org), or FAX 913-971-8719

CITY OF OLATHE

Amy Tharnish, CPA  
Assistant Director of Finance Services

Date: 9/16/19



**COMPETITION EXCEPTION REPORT**

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**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

Department Contact: Jeff Blakeman

E1 Doc No.: 110125

Date: 09-03-19

Total Cost: \$48,385

**COMMODITY/SERVICE DESCRIPTION:**

Site furniture for the Indian Creek Library

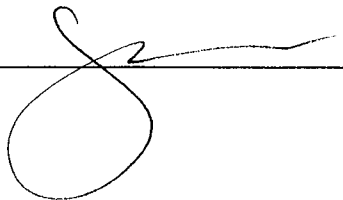
**CER/SOLE SOURCE JUSTIFICATION:**

The Forms+Surfaces site furnishings were selected as the preferred outdoor site furnishings for the Indian Creek Library project. Forms+Surfaces does not sell their products through furniture dealers, but rather they only sell their product direct through their sales representatives. This CER is to approve Forms+Surfaces as the vendor for various site furnishings including tables, chairs, benches, and trash/recycle receptacles.

Approved:  (Department Director)

Approved:  (Procurement Manager)

Over \$25,000:

Approved:  (City Manager)

☐ **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:** 8/26/2019

**Department Contact:** Floyd Koder/Bart Rehagen  
\$37,827.06

**E1 Doc No.:** 16127 **Total Cost:**

---

**COMMODITY/SERVICE DESCRIPTION:**

Adjustable Frequency Drive (AFD) replacement for Water Production, Collector Well 2 - Pump 2.

**CER/SOLE SOURCE JUSTIFICATION:**

The current AFD, which was manufactured by Robicon in 2001, is down and requires repair. The AFD is no longer supported by Robicon and it requires replacement parts and technical support which is no longer available.

To minimize maintenance costs and improve reliability, we have standardized on AFD's manufactured by ABB. Logic, Inc is the only local vendor that can supply the ABB drives. We currently have ABB drives in Collector Well 1 and upgrading to an ABB branded drive would minimize the required spare parts inventory and technical expertise required for future repairs.

---

**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.

AGREEMENT  
# 1



☒ **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: 09-03-19

Department Contact: Jeff Blakeman

E1 Doc No.: 701042 Total Cost: \$39,000

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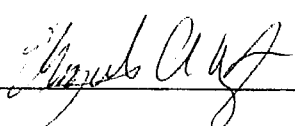
**COMMODITY/SERVICE DESCRIPTION:**

Due to past history of providing art consulting services to the City of Olathe as well as the ability to meet the tight deadline for development and installation of the art in the new Indian Creek Library Leopold Gallery was selected for this project.

**CER/SOLE SOURCE JUSTIFICATION:**

\_\_\_\_\_

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Approved:  (Department Director)

Approved:  (Procurement Manager)

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



# City of Olathe

## COUNCIL AGENDA ITEM

---

MEETING DATE: 11/5/2019

---

DEPARTMENT: Internal Auditing  
STAFF CONTACT: Mary Ann Vassar  
SUBJECT: Cash Handling Process and Controls Report

---

ITEM DESCRIPTION:  
Consideration and review of the Cash Handling Process and Controls Audit Report

---

SUMMARY:  
This report provides an overview of the cash handling process and related recent audit procedures. Potential enhancements to cash handling controls were shared with management; management developed action plans to implement the enhancements.

---

FINANCIAL IMPACT:  
None.

---

ACTION NEEDED:  
Review and consideration of report information and findings.

---

ATTACHMENT(S):  
Cash Handling Process and Controls Report

---



# CITY AUDITOR REPORT

## CASH HANDLING PROCESS & CONTROLS

OCTOBER 25, 2019

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### **BACKGROUND**

The Olathe City Council and City management team provided input on areas of focus for the City Auditor in 2019. Cash handling was an audit project identified by both groups.

### **PROJECT SCOPE AND OBJECTIVES**

This project focused on the following **scope**:

- Review and observation of handling processes and controls at significant City cash transaction locations
- Assessment of physical security for cash processing, custody and transport
- Assessment of internal controls in place to limit or detect theft or fraudulent activity, including cash recording and reconciliation controls

This project provides assurance about the following **objectives** of cash handling and related internal controls:

- Cash receipts are processed, recorded and deposited completely and accurately on a timely basis
- City cash funds are physically secure
- Internal controls are established and operating to limit or detect unauthorized cash activity

For informational purposes, an **overview** of payments received, and the cash handling process follows at **pages 2-3**. **Details** of potential control enhancements are at **pages 4-5**. Audit **methodology** used for the project is detailed at **Appendix 1, on page 6**.

### **CONCLUSION**

Cash receipts tested were processed, recorded and deposited accurately and timely. Physical security over cash was observed to be functioning effectively. Controls to detect unauthorized cash activity were tested and determined to be effective.

Management may wish to consider some enhancements to Park and Recreation cash handling controls. An update of Resource Management's *Guide for Cash Handling* may also be considered to reflect current cash handling procedures, roles and controls in place.

The Auditor appreciates the support provided to this project by cash receiving departments across the entire City. In addition, Accounting management and team members provided valuable and appreciated assistance and time for the project. If you have questions or would like any further information on this project, please contact City Auditor Mary Ann Vassar at (913) 971-8932 or [mavassar@olatheks.org](mailto:mavassar@olatheks.org).

## **CITY CASH PAYMENTS - OVERVIEW**

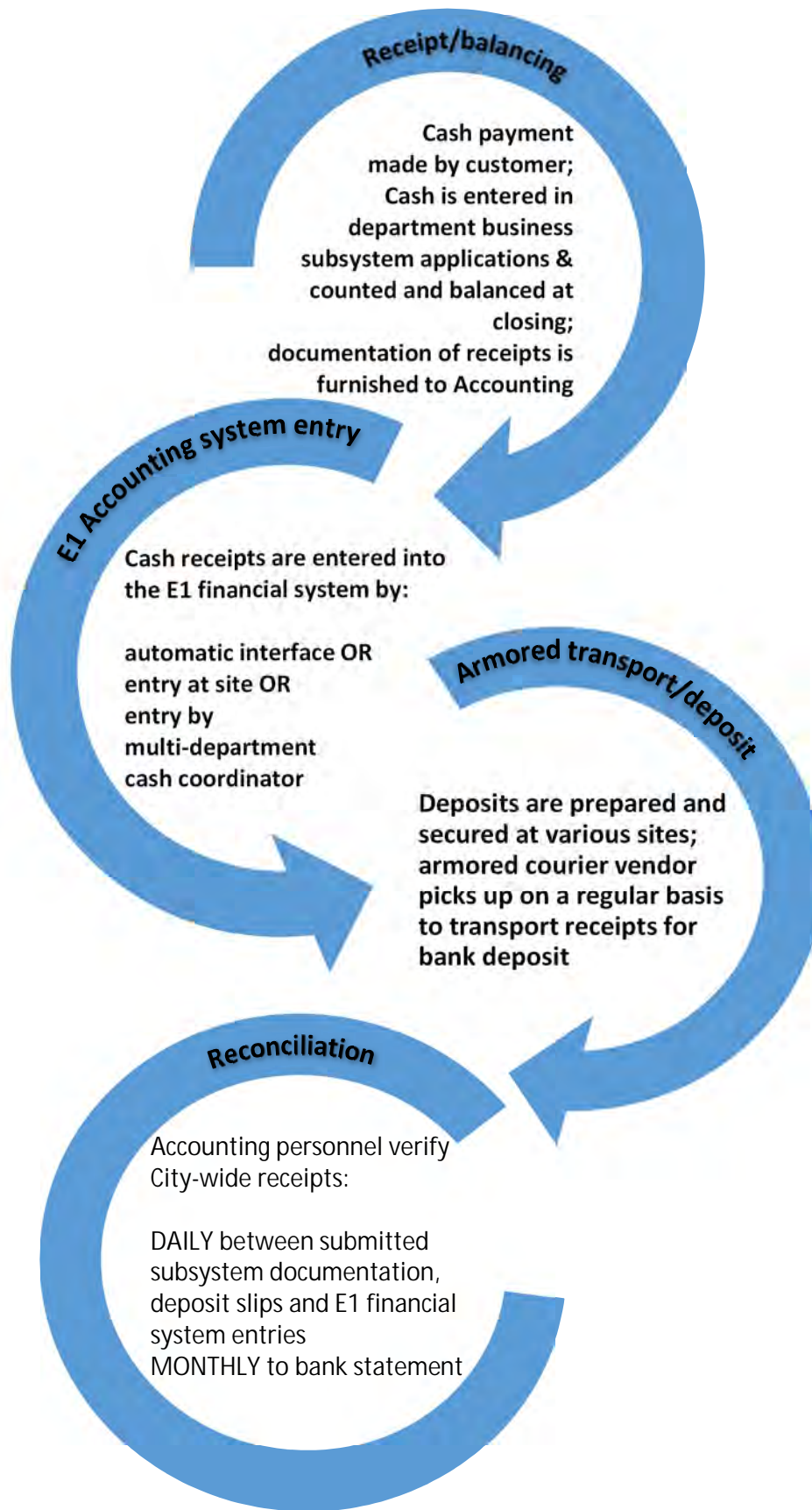
The City of Olathe's published 2019-2020 Comprehensive Listing of Fees and Charges (Listing) details the numerous functions and programs provided to citizens for which payment is received. The broad categories of the Listing's services and programs are summarized at **Exhibit 1, below:**

EXHIBIT 1: OLATHE CITY PROGRAMS/SERVICES FEES AND CHARGES	
Animal Control Fees	Alarm Fees (verification and false alarm fees)
Building/Land Use Fees (Permits & Inspections)	Business Licenses
Cemetery Space and Service Fees	Nuisance/Weed Abatement Assessment
Community Center Program Fees	Economic Development Charges (Industrial Bonds, Transportation Development District, Tax Increment Financing, Benefit District, Community Improvement District)
Park Facility Rental Fees	Fire Services Fees (Permits, hazardous material response, fire safety inspection)
Lake Olathe Beach and Marina Fees	Library Fees (materials rental, copying/printing charges, event space rental, overdue fines)
Police Service Fees (fingerprinting, criminal history checks, monitor permits)	Research & Document Fees (Open Records, Document and Map Copies, Mailing Fees)
Sign and Special Event Permit Fees	Sports Activity Fees
Swimming Pool Fees	Vehicle Removal/Immobilization Fees
Utility Fees	Street Excise Tax (Transportation Improvement Tax)

**In addition to the above programs and services, cash is received by the Olathe Municipal Court for bonds/bail, fines and penalties.**

Fees, charges and fines are paid with multiple forms of payment, including cash. When cash is paid, a summary overview of the general process is shown in the following **Exhibit 2.**

## EXHIBIT 2: CASH HANDLING PROCESS OVERVIEW



## **POTENTIAL CONTROL ENHANCEMENTS**

In addition to the process steps and areas noted to be functioning effectively, the following potential control enhancements are presented for management's consideration.

### **POTENTIAL CONTROL ENHANCEMENTS**

#### **1. ActiveNet Subsystem Controls and Configuration – Parks and Recreation**

Observation of cash handling at selected Parks and Recreation sites noted potential control enhancements for management to consider:

- Parks' automated ActiveNet subsystem uses location sites in its input and processing structure. These locations are not 'dedicated' – system users can access multiple location ids. Errors occasionally occur when receipts are input to the wrong location.
- Several pools process concession payments using manual cash registers not connected to the automated ActiveNet subsystem. These manual transaction trails are less efficient for research and resolution of cash errors.
- One pool concession area had a laptop and keyboard which were not in use. Pool management indicated the laptop had not been configured to allow it to process payments.

#### **Potential Control Enhancement**

Parks and Recreation management may consider reviewing the location/user id structure currently in place. Automated processing of concession receipts could also be considered for locations with computers available.

#### **Management Response**

Park and Recreation management acknowledge enhancement opportunities to its pool and beach/marina revenue collection operations. Towards that goal, they have directed the appropriate staff to:

- Work with the software vendor, Active Net to explore adding user profiles to modify user permissions to allow default settings for each host site to prevent access to multiple locations. Staff will work on testing new settings and **report back prior to 2020** pool and beach openings as to success of implementation.
- Due to the late timing of delivery of hardware required to setup POS at the three smaller outdoor pools, installation of Active Net software for the Summer of 2019 was not completed. Everything is now available and will be installed for **Summer of 2020**.
- The laptop that was not configured was part of the system waiting for the Active Net hardware (see above) and will be installed for **Summer 2020**.

Thank you for your assistance and suggested enhancements to our operations.



## **2. Guide for Cash Handling Update – Resource Management**

The City's *Guide to Cash Handling* reference manual, ("Guide"), has not been updated to reflect changes in roles, responsibilities and procedures.

The role of Cash Concentration Coordinators has changed, and a key verification control is now performed by Accounting personnel rather than Coordinators at specific locations. The change has not been reflected in the Guide.

### **Potential Control Enhancement**

To ensure cash handling guidelines communicate and document current roles, responsibilities and management intent, an update of the Guide to Cash Handling may be considered.

### **Management Response**

Resource Management will update the City's Guide to Cash Handling reference manual to reflect current processes and controls by **December 31, 2019**.

## **APPENDIX 1: AUDIT METHODOLOGY**

This audit project was performed by conducting the following procedures:

- Observation of personnel performing cash balancing at twelve locations – including the following departments:
  - All Pools/Lake Olathe
  - Customer Service
  - City Clerk
  - Planning
  - Community Center
  - Animal Control
  - Municipal Court
  - Library
- Discussion of cash receipt and processing procedures at the above twelve locations
- Verification of a 5-day sample of all City-wide:
  - customer cash receipt field location activity
  - cash balancing documentation and
  - cash receipt reconciliations
- Review of six months of cash over and short E1 accounting system activity. Accounting system entry of over/short outages for the 5 sampled receipt verification days was also tested.
- Armored car cash transport service agreements were reviewed to confirm their existence and current effective dates
- Review of recent Ethics Hotline report activity for any reports about payments or payment activity
- Verification of a sample of locations' deposit logs to bank deposit activity
- Review of separation of duties *or* appropriate compensating verification controls between/among:
  - cash receipt and cash balancing
  - cash balancing and cash entry into the accounting system
  - cash accounting system entry and cash receipt reconciliation