



**A RECEPTION TO HONOR THE NEWLY ELECTED COUNCIL MEMBERS -
CITY HALL LOBBY - 6:30 P.M.**

- 1. CALL TO ORDER**
- 2. BEGIN TELEVISED SESSION – 7:00 P. M.**
- 3. INVOCATION: Pastor Sylvia Romero, Center of Grace**
- 4. PRESENTATION OF COLORS: Police and Fire Departments Honor Guard**
- 5. NATIONAL ANTHEM: Elise Peterson, Director of Choirs at Olathe South High School**
- 6. PLEDGE OF ALLEGIANCE**
- 7. APPROVAL OF CITY COUNCIL MEETING MINUTES**
 - A.** Consideration of approval of the City Council meeting minutes of December 17, 2019.
Staff Contact: Ron Shaver and David Bryant

Action needed: Consider a motion to approve or deny.
- 8. INSTALLATION OF MAYOR AND CITY COUNCILMEMBERS: Judge Katie McElhinney**
 - A.** Installation of Mayor and Councilmembers.
 - B.** Seating of Mayor and Councilmembers.
 - C.** Election of Mayor Pro-Tem.
 - D.** Installation of Mayor Pro-Tem.
- 9. BENEDICTION: Tim McCown, Elder Board Chair, Ascend Church**
- 10. SPECIAL BUSINESS**

- A. Proclamation designating Monday, January 20, 2020 as Martin Luther King Jr. Day.
Staff Contact: Liz Ruback

11. 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 a new drinking establishment application for HOA Hotels Kansas, LLC, d/b/a Embassy Suites/J Bar, located at 10401 S. Ridgeview Road and a renewal application for Bao-Li Enterprises, LLC, d/b/a Master Wok, located at 14947 W. 119th Street.
Staff Contact: Ron Shaver and Brenda Long
- B. Consideration of approval for 2020 Audit Plan.
Staff Contact: Mary Ann Vassar
- C. Consideration of Resolution No. 20-1001 establishing a regular schedule of dates and times for City Council meetings until the next City election.
Staff Contact: Ron Shaver and Daniel Yoza
- D. Consideration of approval of access swap with Kansas Department of Transportation to eliminate old access and authorize existing access on east side of Lone Elm Road approximately 600 feet south Old 56 Highway.
Staff Contact: Ron Shaver and Chris Grunewald
- E. Consideration of approval of dedication of City-owned property as right-of-way along east side of Lone Elm Road south of Old 56 Highway.
Staff Contact: Ron Shaver and Chris Grunewald
- F. Consideration of Resolution No. 20-1002 authorizing submittal of an application for grant funding in the amount of \$24,582.50 with the Kansas Department of Health and Environment (KDHE) for Raven Ridge Park Playground.
Staff Contact: Michael Meadors and Lisa Donnelly

- G.** Request for approval of a Sign Package for Garmin Olathe Soccer Complex (PR19-0026); located northwest of the intersection of Ridgeview Road and 106th Street. Planning Commission recommended approval of this Sign Package 9-0.
Staff Contact: Aimee Nassif and Zach Moore
- H.** Consideration of Consent Calendar.
Staff Contact: Mary Jaeger and Beth Wright
- I.** Consideration of Resolution No. 20-1003 authorizing the 2020 Street Preservation Program, PN 3-P-000-20.
Staff Contact: Mary Jaeger and Beth Wright
- J.** Consideration of Resolution No. 20-1004 authorizing the 2020 Miscellaneous ADA Sidewalk Repair and Replacement Project, PN 3-C-093-20.
Staff Contact: Mary Jaeger and Beth Wright
- K.** Consideration of Resolution No. 20-1005 authorizing the 2020 Advanced Transportation Management System (ATMS) Replacement and Repair Project, PN 3-C-037-20.
Staff Contact: Mary Jaeger and Beth Wright
- L.** Consideration of Resolution No. 20-1006 authorizing the 2020 Bridge Repair Project, PN 3-G-000-20.
Staff Contact: Mary Jaeger and Beth Wright
- M.** Consideration of Resolution No. 20-1007 authorizing the 2020 Sidewalk Construction Project, PN 3-C-072-20.
Staff Contact: Mary Jaeger and Beth Wright
- N.** Consideration of Resolution No. 20-1008 authorizing the 2020 Traffic Signals Project, PN 3-TS-000-20.
Staff Contact: Mary Jaeger and Beth Wright
- O.** Consideration of Resolution No. 20-1009 authorizing the 2020 Streetlight LED Conversion Project, PN 3-C-009-20.
Staff Contact: Mary Jaeger and Beth Wright
- P.** Consideration of Resolution No. 20-1010 amending the Comprehensive Listing of Fees and Charges at the Solid Waste Transfer Station.
Staff Contact: Mary Jaeger and Alan Shorthouse

- Q.** Consideration of four (4) Real Estate Contracts for the purchase of four (4) homes as part of the Little Cedar Creek (Park to Elm) Phase II Stormwater Improvements Project, PN 2-C-017-19, authorizing the Mayor to sign the Real Estate Contracts, and further authorizing the City Attorney or designee to execute the closing documents.
Staff Contact: Mary Jaeger and Beth Wright
- R.** Consideration of renewal of contract with Oracle America Inc. for technical support and licensing renewals for the EnterpriseOne Financial Management System.
Staff Contact: Mike Sirna and Amy Tharnish
- S.** Consideration of the purchase of Kennedy Fire Hydrants from Olathe Winwater Works for the Hydrant Replacement Project, PN 5-C-030-20.
Staff Contact: Mary Jaeger and Amy Tharnish
- T.** Acceptance of bid and consideration of award of contract to Pro Circuit, Inc. for city-wide Generator Maintenance and Repair Services.
Staff Contact: Mary Jaeger and Amy Tharnish
- U.** Acceptance of bid and consideration of award of contract to Pure Technologies U.S. Inc. (d/b/a Wachs Water Services) for water valve and fire hydrant exercise, inspections and fire flow testing.
Staff Contact: Mary Jaeger and Amy Tharnish

12. NEW BUSINESS-PUBLIC WORKS

- A.** Consideration of Ordinance No. 20-01 (VAC19-0005), requesting vacation of an existing waterline easement at Olathe Medical Center; located at 20333 W 151st Street. Planning Commission recommends approval 8-0.
Staff Contact: Aimee Nassif and Kim Hollingsworth

Action needed: Consider a motion to approve or deny.

13. NEW BUSINESS-ADMINISTRATION

- A.** Consideration of Charter Ordinance No. 80 and Ordinance No. 20-02 concerning the Municipal Court Administrator.
Staff Contact: Ron Shaver and Daniel Yoza
- Action needed: Consider a motion to approve or deny.
- B.** Consideration of Ordinance No. 20-03 amending O.M.C. Chapter 2.34 making technical changes to the Olathe Community Fund ordinance.
Staff Contact: Ron Shaver and Daniel Yoza

Action needed: Consider a motion to approve or deny.

- 14. NEW CITY COUNCIL BUSINESS**
- 15. END OF TELEVISED SESSION**
- 16. GENERAL ISSUES AND CONCERNS OF CITIZENS**
- 17. CONVENE FOR PLANNING SESSION**

- A. DISCUSSION ITEMS**

- 1. Discussion on the Fire Station No. 8 Improvements Project, PN 6-C-009-18. (15 mins)

- Staff Contact:** Mary Jaeger and Beth Wright

- 18. ADDITIONAL ITEMS**

- 19. ADJOURNMENT**

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City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and David Bryant

SUBJECT: Consideration of approval of the City Council meeting minutes of December 17, 2019.

ITEM DESCRIPTION:

Consideration of approval of the City Council meeting minutes of December 17, 2019.

SUMMARY:

Attached are the City Council meeting minutes of December 17, 2019 for Council consideration of approval.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approval of the City Council meeting minutes of December 17, 2019.

ATTACHMENT(S):

A. 12-17-19 Council Minutes



**COUNCIL MEMBER TRAINING ON NEW COUNCIL CHAMBER COMPUTERS
(6:00 P.M. – 6:15 P.M. – CITY COUNCIL CHAMBERS)**

1. CALL TO ORDER

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

Councilmember Randall arrived after the Executive Session.

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

2. EXECUTIVE SESSION

Consideration of motion at 6:18 p.m. to recess into an executive session for 40 minutes to discuss the following items. The meeting will resume in the City Council Chambers.

- 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) regarding a lease agreement.
Motion by Bacon seconded by Vogt to recess into an executive session 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) regarding a lease agreement.
Yes: Brownlee, McCoy, Bacon, Vogt, and Copeland
Absent: Campbell, and Randall
- B.** To discuss personnel matters of non-elected personnel pursuant to the exception provided in K.S.A. 75-4319(b)(1) regarding the six-month evaluation of the Internal Auditor. (City Council)
Motion by Bacon seconded by Vogt to recess into an executive session to discuss personnel matters of non-elected personnel pursuant to the exception provided in K.S.A. 75-4319(b)(1) regarding the six-month evaluation of the Internal Auditor.
Yes: Brownlee, McCoy, Bacon, Vogt, and Copeland
Absent: Campbell, and Randall

3. RECONVENE FROM EXECUTIVE SESSION

The meeting reconvened at 7:00 p.m. in the Council Chambers.

Executive Session item A - Motion by Randall, seconded by Vogt, to authorize the City Attorney to finalize and the Mayor to execute a lease agreement with Lane 4 Property Group, doing business as, Monarch, LLC, for a temporary space for the Olathe Public Library. Motion passed 5-1 with Councilmember Bacon voting no.

Executive Session item B - there were no motions or action taken.

Councilmember Randall stated the internal auditor, Mary Ann Vassar, is doing an excellent job and Council likes what they see from the audit reports submitted for the first six months. Mr. Randall thanked Ms. Vassar for her service and hopes she has a long career with the City of Olathe.

4. BEGIN TELEVISED SESSION – 7:00 P. M.**5. PLEDGE OF ALLEGIANCE**

Members of Scout Troop 412 and 84 led the audience in the Pledge of Allegiance.

6. SPECIAL BUSINESS

- A.** Consideration of Resolution No. 19-1077 reappointing a member to the Board of Zoning Appeals.

Mayor Copeland invited Dean Vakas, Planning Commission Chairman, forward to introduce Jeremy Fry.

Mayor Copeland presented Mr. Fry with a certificate of reappointment.

Motion by Randall, seconded by Bacon to approve Resolution No. 19-1077. The motion carried by the following vote:

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

Absent: Campbell

- B.** Recognition of Scouts for Eagle Scout service projects completed for the City.

Mayor Copeland invited Liz Newman, Parks and Recreation Senior

Horticulturist, forward to introduce Eagle Scouts Ty Hacke and Mathew Lawrence. Ms. Newman stated each Eagle Scout completed projects which benefited the City of Olathe.

Mayor Copeland presented each Eagle Scout with a certificate of recognition.

C. Recognition of Councilmember Jim Randall and presentation of Service Award.

Mayor Copeland recognized Councilmember Jim Randall for his 20 years as City Councilman and presented Mr. Randall with a service award.

Mr. Randall commented on his 20 years of service and thanked the citizens, city council, staff and family for his wonderful journey on the city council.

7. PUBLIC HEARINGS

A. Consideration of a Public Hearing on a request by Milhaus Properties, LLC for issuance of industrial revenue bonds and tax phase in for the construction of a multi-family residential redevelopment project located at the southeast corner of Park Street and Chestnut.

Mayor Copeland opened the public hearing and invited comments.

Carole Moll, 220 S. Normandy Drive, spoke in opposition to the Milhaus project. Ms. Moll stated her concern is with the effect on the First Christian Church and parking.

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

Motion by Randall, seconded by Bacon to close the Public Hearing.
Motion carried by the following vote:

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

Absent: Campbell

A.1 Consideration of an Amended and Restated Real Estate Contract and Development Agreement with Milhaus Properties, LLC.

John Hood, 1501 East Sunvale Drive, owner of a CPA firm in Downtown Olathe. Mr. Hood stated he has two particular issues he

would like to address regarding the parking easement for the Milhaus project. Mr. Hood stated the first was the time of day that the exclusive use by Milhaus apartments ends. Mr. Hood stated originally it was nine o'clock (a.m.) and then revised to eight o'clock (a.m.), which is a positive step. Mr. Hood stated he would like to see the Council revise that to seven (a.m.), or seven-thirty (a.m.). Mr. Hood stated the purpose is a downtown worker needs to go to work at eight o'clock (a.m.), but would not be allowed to park in the spots that Milhaus has the exclusive rights to before eight o'clock (a.m.). Mr. Hood stated from personal experience the parking garage can be pretty busy from seven-thirty to eight (a.m.). The second issue Mr. Hood presented to the Council to consider is some of the language on page three of the agreement. Mr. Hood stated Milhaus would make what they consider a reasonable request to change the agreement and the City would be forced to agree. Mr. Hood stated in the same paragraph Milhaus could determine a greater portion of the parking garage with 24/7 access and if they would present a reasonable request to the City, his understanding is the City would have ten days to comply with that. Mr. Hood stated in speaking with City Attorney Shaver about this that it is not his reading of this at all. Mr. Hood stated it seems to hinge on what is a reasonable request. Mr. Hood stated he would prefer to see the language in the agreement read a mutually agreed upon amendment to the parking agreement. Mr. Hood felt this would be a reasonable request.

Ron Shaver, City Attorney, responded to Mr. Hood's issues. Mr. Shaver stated concerning the time change from 9:00 a.m. to 8:00 a.m. that the revised change was a significant concession from the developer.

Mayor Copeland asked if the apartment dwellers who have parked all night in the designated reserved spaces, which open up earlier, leave in the morning those designated reserve spaces are open for local workers to park in. Mr. Shaver stated that is correct.

Mr. Shaver stated regarding Mr. Hood's second request he felt the language gave both parties the opportunity to submit a reasonable request if they felt there was any request that seemed unreasonable.

Mr. Shaver stated their discussion with Mr. McGurk and his attorneys have been very cordial and productive. Mr. Shaver stated he would defer to Mr. McGurk and his team concerning any changes and we will follow the direction of the City Council on how they would like us to follow it.

Mr. Shaver stated Mr. McGurk has relayed to him that he would be fine with us amending the language and making it mutually agreed upon if that is the Council's desire.

Mr. McGurk stated he is perfectly fine with the mutually agreeable language in the agreement as that is how he understood this. Mr. McGurk stated his concern is with lender requirements and pushback from them if they change from 8:00 a.m. to 7:00 a.m. Mr. McGurk requested the requirement stay as 8:00 a.m.

Councilmember Brownlee asked why the first refusal language in the contract is for a period of ten years.

Mr. Shaver stated it is our thought that it would coincide with the period of time that they would receive the property tax incentives.

Ms. Brownlee asked Mr. Shaver if he thought this could impact other buyers that would be interested in this property.

Mr. Shaver stated it is possible.

Ms. Brownlee stated some of the talk is that this piece of ground will grow in value because of traffic counts and so forth. Ms. Brownlee stated they want to make sure that we are treating everyone fairly that could have an interest in this and so forth.

Mr. Shaver stated the language we have in there would require any proposal we would have to be matched or exceeded to the City's benefit.

Councilmember Bacon asked if the term of parking requirement for the 300 spaces could go on from now until eternity as shown in the

agreement. Mr. Shaver stated that was correct.

Mr. Bacon asked if the \$10,000 for maintenance costs would be paid to us and if there were an escalation clause after year ten.

Mr. Shaver stated that there is actually a yearly escalation in the contract.

Mr. Bacon raised questions about parking in the future and other cities where the residents are aware of making other parking arrangements due to limited parking. Mr. Bacon stated he does not know what will happen 15-20 years down the road and did not want to obligate the City or the Council if he is not sure about this. Mr. Bacon inquired if they had looked at the numbers and if they considered making the first level of this project a parking garage.

Mr. Shaver stated he would defer to Mr. McGurk on the cost estimate for the parking garage.

Mr. Bacon asked concerning the 300 parking spaces if the developer could sell those. Mr. Shaver stated no.

Mr. McGurk responded they had looked at the garage parking for the project and it added \$1.5 million and they could not get the numbers to work.

Councilmember Brownlee stated the information they were provided on the IRB and cost benefit analysis indicated it was 0.17 ratio with the public benefits being 17 percent of the public costs with the costs exceeding the benefits. Ms. Brownlee stated that is an extraordinarily low cost benefit ratio and is very concerning.

Councilmember McCoy stated he appreciated the economic benefit comments but we haven't discussed the benefits of residents living there and visiting the shops.

Councilmember Bacon asked Mr. McGurk what the dollar amount was for the parking garage spaces on the south Chestnut site.

Mr. McGurk stated he had not done the numbers for the south site and felt it would take multiple levels for this project.

Mayor Copeland suggested if they want to move forward they accept the change suggested by Mr. Hood concerning the time be reflected in the document be 7:00 a.m. or 7:30 a.m. but if the lender says no and it is a deal breaker, it's a deal breaker. Mr. Copeland said he did not want to mess with the deal.

Mr. McGurk stated he would commit to asking for the time change, but asked that for now the document being considered say eight o'clock (a.m.).

Motion by Randall, seconded by Vogt to approve an Amended and Restated Real Estate Contract and Development Agreement with Milhaus Properties, LLC with the understanding that we will make the adjustments to "mutually acceptable" and the best efforts approached not written in the contract but as our understanding. Motion carried by the following vote:

Yes: Randall, McCoy, Vogt, and Copeland

No: Brownlee, and Bacon

Absent: Campbell

- A.2** Consideration of Resolution No. 19-1078 on a request by Milhaus Properties, LLC for issuance of industrial revenue bonds and tax phase in for the construction of a multi-family residential redevelopment project located at the southeast corner of Park Street and Chestnut.

Motion by Randall, seconded by Vogt to approve Resolution No. 19-1078 on a request by Milhaus Properties, LLC for issuance of industrial revenue bonds and tax phase in for the construction of a multi-family residential redevelopment project located at the southeast corner of Park Street and Chestnut. Motion carried by the following vote:

Yes: Randall, McCoy, Vogt, and Copeland

No: Brownlee, and Bacon

Absent: Campbell

- B.** Consideration of a Public Hearing on a request by Eymann Development Inc. for issuance of industrial revenue bonds and tax phase in for the construction of a 18,250 sq. ft. office building located north of 103rd Street and west of Shadow Ridge Drive in Cedar Creek

office development. The applicant is applying under master resolution 99-1013.

Mayor Copeland opened the public hearing and invited comments.

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

Councilmember Brownlee requested a presentation.

Emily Vincent, Administrative Services Officer with Resource Management, completed a presentation.

Councilmember Brownlee stated she wanted to point out on this project the cost benefit analysis is much more positive. Ms. Brownlee asked if the reason the applicant is building due to the need for more space. Ms. Vincent stated that is correct.

Motion by Randall, seconded by Bacon to close the Public Hearing.
Motion carried by the following vote:

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

Absent: Campbell

- C.** Consideration of a Public Hearing on a request by Grayson Enterprise, LLC for issuance of industrial revenue bonds and tax phase in under a master resolution for an office/warehouse project located at 15430 S. Mahaffie Street including a first phase project for Calukas Properties to construct a 20,000 sq. ft. facility.

Mayor Copeland opened the public hearing and invited comments.

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

Motion by Randall, seconded by Bacon to close the Public Hearing.
Motion carried by the following vote:

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

Absent: Campbell

- C.1** Consideration of Master Resolution No. 19-1079 on a request by Grayson Enterprise, Inc. for issuance of industrial revenue bonds and tax phase in for multiple projects.

Motion by Randall, seconded by Bacon to approve Master Resolution

No. 19-1079 on a request by Grayson Enterprise, Inc. for issuance of industrial revenue bonds and tax phase in for multiple projects. Motion carried by the following vote:

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

Absent: Campbell

- C.2** Consideration of Resolution No. 19-1080 on a request by Calukas Properties for issuance of industrial revenue bonds and tax phase in for the construction of a 20,000 sq. ft. facility located at 15430 S. Mahaffie Street.

Motion by Randall, seconded by Bacon to approve Resolution No. 19-1080 on a request by Calukas Properties for issuance of industrial revenue bonds and tax phase in for the construction of a 20,000 sq. ft. facility located at 15430 S. Mahaffie Street. Motion carried by the following vote:

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

Absent: Campbell

8. CONSENT AGENDA

Councilmember Brownlee requested item F be removed for separate consideration and vote. Councilmember Bacon requested items D, E, G and N be removed for separate consideration and vote.

Motion by Randall, seconded by Bacon to approve the consent agenda with the exception of items D, E, F, G and N. The motion carried by the following vote:

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

Absent: Campbell

- A.** Consideration of approval of the City Council meeting minutes of December 3, 2019.
Approved
- B.** Consideration of cereal malt beverage license applications for calendar year 2020.
Approved
- C.** Consideration of drinking establishment renewal applications for Granite City of Kansas LTD, d/b/a Granite City Food & Brewery, located at 15085 W. 119th St., LaFamilia Corporation, d/b/a Chapala, located at 105 S. Clairborne Road and KC Pie, d/b/a Pie Five Pizza Co., located at 15404 W. 119th St.
Approved
- D.** Consideration of Resolution No. 19-1069 adopting the Tax Increment Financing (TIF) Policy.

Councilmember Bacon requested that consent items D, E, and G be removed from consent so he could vote on these separately as he is not in favor of the contribution for the abatement.

Motion by Randall, seconded by Vogt to approve consent agenda item D. The motion carried by the following vote:

Yes: Randall, McCoy, Vogt, and Copeland

No: Brownlee, and Bacon

Absent: Campbell

E. Consideration of Resolution No. 19-1070 adopting the Transportation Development District (TDD) Policy.

Motion by Randall, seconded by Vogt to approve consent agenda item E. The motion carried by the following vote:

Yes: Randall, McCoy, Vogt, and Copeland

No: Brownlee, and Bacon

Absent: Campbell

F. Consideration of Resolution No. 19-1071 adopting the Industrial Revenue Bond and Tax Abatement (IRB) Policy.

Councilmember Brownlee stated what she would like for the Council to consider when it comes to an IRB, especially if it is one hundred percent abatement instead of having a request of a contribution of three thousand dollars do we instead tie it to the property taxes being forgiven. Ms. Brownlee said in other words would we ask for two percent, or three percent and tie that to the amount of the property taxes that the developer would not be paying rather than a flat amount.

Mayor Copeland asked more like a sliding scale?

Ms. Brownlee stated rather than a flat amount tie it in some manner to what is forgivable. Ms. Brownlee said if the value increases that amount will increase. Ms. Brownlee stated she would personally make it a PILOT (Payment In Lieu Of Taxes), but she realizes that could be more complicated. Ms. Brownlee said if we want it to continue to be a donation, if you will, to the community foundation than that is fine, but tie it to something in particular.

Councilmember Vogt asked Councilmember Brownlee why she voted against adding this to the TIF policy, the Transportation District policy as well as the CID, but increase this one.

Councilmember Brownlee responded a forced contribution is not a donation and it is not a contribution, it is a tax. Ms. Brownlee said that is why her preference is a PILOT, but she realizes that is difficult to accomplish. Ms. Brownlee continued that in some manner when you have abated one hundred percent of someones property taxes, tie what you are asking them to pay into the system, tie it to the amount that they have been forgiven.

Councilmember Randall stated he would rather leave it as it is.

Councilmember Brownlee stated part of what she is thinking is that there is becoming pushback on incentives and the State began to acknowledge for those that do get those breaks pay more into the system.

Mayor Copeland asked if we have a budget and what we think this would generate over time.

Emily Vincent, Administrative Services Officer, stated she had the opportunity to speak with Councilmember Brownlee today and they looked at a similar recent IRB ordinance that passed a few meetings back and calculated what the property taxes are estimated if there was no abatement, which was approximately \$336,000. Ms. Vincent stated if you take two percent that would be \$6,720 that they would need to contribute to the community foundation. Ms Vincent stated one percent would be \$3,360.

Mayor Copeland asked what we think this would generate per year over a ten year period of time.

Ms. Vincent stated it depends on the number of IRB's that we receive.

Councilmember Vogt asked how this compares to some of our

neighboring cities and what they are currently doing.

Ms. Vincent stated they reached out to Overland Park and Lenexa and they don't have exactly what we have, but they do build into incentives and real estate development agreement policies similar plans to participate in different community groups they would like to see the contribution go to.

Ms. Vogt asked concerning the amount how it compares to what is being proposed to us and what Councilmember Brownlee requested.

Ms. Vincent stated they tie those to each project.

Mayor Copeland asked Council what they would like to do with this tonight.

Councilmember Vogt expressed she would like to see a little more research to see what our neighbors are doing.

Mayor Copeland asked if we were to receive an IRB request prior to us adopting this policy how would we handle it. Mr. Copeland asked would we apply it to the previous policy that expires at year end.

Michael Wilkes, City Manager, stated we don't currently have a policy on this as it was a negotiated process that we had codified in the policies before. Mr. Wilkes stated our current IRB policy does not include this.

Mayor Copeland stated his suggestion to Council is to continue to treat them as you have under our current IRB policy even though it expires as it is the same as it has been for years and we are only tweeking one little thing.

Mr. Wilkes stated the other thing they could do is to approve all of their tax incentive policies and we will continue to work on this issue and bring back to you in a study session. Mr. Wilkes stated we could always amend the policies later on.

Ron Shaver, City Attorney, stated you could approve it without this language and bring it back after we conduct the study and you have a policy.

Mr. Wilkes stated that he is hearing the Governing Body wanting is some sort of sliding scale based on the abatement given, which is the tax forgiven, not the value of the project but the taxes. Mr. Wilkes asked for clarification if it is total taxes abated, or just the city's portion of taxes abated as they are two different things.

Mayor Copeland stated he believed it should be ours.

Mr. Wilkes restated Council's desire is for total amount of our taxes, some type of sliding scale and find out what other cities are doing.

Councilmember Bacon stated it was his understanding that these abatement policies are in effect until they are repealed.

Mr. Shaver stated it sunsets annually and this one is different as it is annual and the others go for two years. Mr. Shaver clarified with the IRB policy you see it every year, sometimes you look at it multiple times in a single year.

Motion by Randall, seconded by Bacon to approve Resolution No. 19-1071 adopting the Industrial Revenue Bond and Tax Abatement (IRB) Policy with the exception of new Section 2D pertaining to Community Development and moving the threshold from \$2.5 million to \$3 million to qualify. The motion carried by the following vote:

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

Absent: Campbell

G. Consideration of Resolution No. 19-1072 adopting the Community Improvement District (CID) Policy.

Motion by Randall, seconded by Vogt to approve consent agenda item G. The motion carried by the following vote:

Yes: Randall, McCoy, Vogt, and Copeland

No: Brownlee, and Bacon

Absent: Campbell

- H.** Consideration of the commercial property and casualty insurance program for 2020.
Approved
- I.** Consideration of business expense statement for Mayor Michael Copeland for expenses incurred to attend the US Conference of Mayors in Honolulu, Hawaii, June 26 - July 2, 2019.
Approved
- J.** Consideration of business expense statement for City Councilmembers, John Bacon, Jim Randall, Karin Brownlee, and Wes McCoy for expenses incurred to attend the National League of Cities - City Summit in San Antonio, TX, November 20 - 23, 2019.
Approved
- K.** Consideration for the City Manager to attend the Alliance for Innovation Board Meeting in Phoenix, AZ, January 24 - 25, 2020.
Approved
- L.** Consideration of the 2020 Human Service Fund Allocations.
Approved
- M.** Consideration of the 2020 Alcohol Tax Fund Allocations.
Approved
- N.** Request for the acceptance of dedication of land for public easements and right-of-way for a final plat for Chestnut South (FP19-0019) containing 1 lot and 0 tracts on 1.82± acres; located at the southeast corner of Park Street and Chestnut Street in downtown. Planning Commission recommends approval 9-0.
Councilmember Bacon stated he pulled this item to vote on it separately.
Motion by Randall, seconded by Vogt to approve consent agenda item N. The motion carried by the following vote:
Yes: Brownlee, Randall, McCoy, Vogt, and Copeland
No: Bacon
Absent: Campbell
- O.** Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat for Bear Creek (FP19-0029) containing 2 lots and 0 common tracts on 0.78± acres; located in the vicinity of the southeast corner of 159th Street and Lindenwood Drive. Planning Commission recommends approval 7-0.
Approved
- P.** Request for the acceptance of the dedication of land for public

easements for a final plat for Foxfield Villas South (FP19-0030) containing 1 residential lot on 2.85± acres; located southeast of the intersection of 117th Street and Lone Elm Road. Planning Commission approved this plat 7-0.

Approved

- Q.** Request for the acceptance of dedication of land for public easements and right-of-way for a final plat for Lone Elm Commerce Center, Second Plat (FP19-0031) containing 1 tract on 4.19± acres; located in the vicinity of 167th Street and Lone Elm Road. Planning Commission recommends approval 9-0.

Approved

- R.** Consideration of Resolution 19-1081, SU19-0006, requesting approval of a special use permit for keeping chickens on a residential lot less than three (3) acres, 1.07± acres; located at 430 E Cedar Street. Planning Commission recommends approval 6 to 0.

Approved

- S.** Consideration of Resolution 19-1082, adopting an annexation policy, Policy PI-6 (PLN19-0008).

Approved

- T.** Consideration of Resolution No. 19-1083 authorizing the College Boulevard, Cedar Niles to Clare, Improvements Project, PN 3-C-030-19.

Approved

- U.** Consideration of renewal of contract with Level One, LLC for utility bill printing, mailing and online presentment for the Customer Service Division.

Approved

- V.** Consideration of renewal of contract with Midwest Tape, LLC. to provide digital content management for Olathe's libraries.

Approved

- W.** Consideration of renewal of contracts to BA Designs, Built Interior Construction, Commercial Concepts and Furnishings, Concepts for Business, LLC, Encompas Corporation, Freedom Interior Solutions, LLC, Interior Landscapes, John Marshall Company, Modern Business Interiors, Payless Office Products, Scott Rice Office Works, Spaces, Inc., Staples Advantage, Team office, and United Office Products, Inc. for the purchase of office furniture city wide.

Approved

- X.** Acceptance of bid and consideration of award of contract to Sirius Computer Solutions, Inc. for the installation, implementation, and maintenance of NetApp All-Flash FAS storage clusters.

Approved

- Y.** Acceptance of proposals and consideration of award of contracts to Kaw Valley Engineering, Inc., and Braun Intertec Corporation, for geotechnical and testing services for the Public Works Department.
Approved

9. NEW BUSINESS-PUBLIC WORKS

- A.** Consideration of Ordinance No. 19-81 (ANX19-0004) annexing approximately 59.9± acres into the corporate boundaries of the City of Olathe.

Motion by Randall, seconded by Bacon to approve Ordinance No. 19-81. The motion carried by the following vote:

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

Absent: Campbell

- B.** Consideration of Ordinance No. 19-82, RZ19-0011, requesting approval of a zoning amendment for the Planned District (PD), Archer Subdivision (specifically Tommy's Express Car Wash) on 1.04± acres located at 225 S. Parker Street. Planning Commission recommends denial 6 to 0.

Kim Hollingsworth, Senior Planner in the Planning Division of Public Works, completed a presentation and stated the applicant is agreeable to all items in the ordinance.

Motion by Randall, seconded by Bacon to approve Ordinance No. 19-82, RZ19-0011. The motion carried by the following vote:

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

Absent: Campbell

- C.** Consideration of Resolution No. 19-1084 defining the boundary of the City of Olathe as of December 31, 2019.

Motion by Randall, seconded by Bacon to approve Resolution No. 19-1084. The motion carried by the following vote:

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

Absent: Campbell

- D.** Consideration of Ordinance No. 19-83 approving an engineer's survey and authorizing the acquisition of land for the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16.

Motion by Randall, seconded by Bacon to approve Ordinance No. 19-83. The motion carried by the following vote:

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

Absent: Campbell

10. NEW BUSINESS-ADMINISTRATION

- A.** Consideration of a proposal for investigative services pertaining to an ethics complaint.

Ron Shaver, City Attorney, completed a presentation to the City Council. Mr. Shaver stated staff is recommending engaging the investigative services of Angela D. Gupta and investigation report review with retired Judge Gerald T. Elliott.

Councilmember McCoy inquired what the cost would be to the City for this.

Mr. Shaver stated Ms. Gupta's base rate is \$250 per hour and she approximated it would take her 28 to 45 hours for her role. Mr. Shaver indicated retired Judge Elliott's rate is \$175 per hour and would not require as much time as Ms. Gupta. Mr. Shaver stated the rates for the recommended individuals is the lowest of the three for each item.

Mr. McCoy asked if this came out of the general fund and Mr. Shaver responded yes.

Mr. McCoy asked if there were anyway of recouping the dollars spent if there is no merit to this case and Mr. Shaver stated no.

Motion by Randall, seconded by Vogt to authorize the Mayor to execute a letter of engagement for investigative services with Angela Gupta and also authorize the Mayor to engage Judge Gerald T. Elliot to review the investigation report. The motion carried by the following vote:

Yes: Randall, Vogt, and Copeland

No: McCoy, and Bacon

Absent: Campbell

Abstain: Brownlee

- B.** Consideration of Ordinance No. 19-84 authorizing the issuance of taxable industrial revenue bonds, Series 2019, not to exceed \$1,700,000 to Ace Properties, LLC (Lot C) for the construction of an 18,750 sq. ft. office and warehouse project located at 601 N. Lindenwood.

Motion by Randall, seconded by Bacon to approve Ordinance No. 19-84. The motion carried by the following vote:

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

Absent: Campbell

- C.** Acceptance of a petition and consideration of Resolution No. 19-1085 authorizing the creation of a benefit district for Cedar Creek Parkway (south of College Boulevard), Project No. X-X-XXX-19.

Motion by Randall, seconded by Bacon to approve Resolution No. 19-1085. The motion carried by the following vote:

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

Absent: Campbell

- D.** Consideration of Resolution No. 19-1086 authorizing a development agreement related to the Cedar Creek Parkway south of College Boulevard project.

Motion by Randall, seconded by Bacon to approve Resolution No. 19-1086. The motion carried by the following vote:

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

Absent: Campbell

- E.** Consideration of Ordinance 19-85 repealing Resolution No. 08-1071 and Ordinance Nos. 09-020 and 09-33 and terminating certain special assessments when certain contingencies are met.

Motion by Randall, seconded by Bacon to approve Ordinance No. 19-85. The motion carried by the following vote:

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

Absent: Campbell

11. NEW CITY COUNCIL BUSINESS

Councilmember Randall stated Olathe is a growing city and he cannot wait to see what happens going forward. Mr. Randall stated he wants the City to be successful and offered incoming Councilmember, Adam Mickelson, any assistance he can. Mr. Randall stated it has been a great ride and thanked everyone.

Councilmember McCoy stated he likes what our internal auditor, Mary Ann Vassar, had to say regarding our culture and it is true what makes our city great. Mr. McCoy thanked staff for all that they do for the city. Mr. McCoy thanked Mr. Randall for all of his years and mentorship he has provided. Mr. McCoy wished everyone a Merry Christmas.

Councilmember Vogt thanked Councilmember Randall for all he has done and the great legacy he leaves behind. Ms. Vogt also wanted to thank Police and Public Works for working on the holidays. Ms. Vogt wished everyone a Merry Christmas.

Councilmember Bacon thanked Councilmember Randall for his service and for being a class act. Mr. Bacon wished everyone a Merry Christmas.

Councilmember Brownlee thanked Councilmember Randall for his service and stated he was especially helpful when she came on board. Ms. Brownlee gave a shout out to retiring Library Director, Emily Baker, and Park Project Manager, Michael Latka for their many years of great service.

Mayor Copeland congratulated Councilmember Randall on his new opportunities and that he will be missed. Mr. Copeland stated Mr. Randall had made a big positive difference in this organization and community. Mr. Copeland stated we are grateful for your service, sacrifices and contributions that are legacy building. Mr. Copeland wished everyone a Merry Christmas and Happy New Year.

City Manager Wilkes thanked Councilmember Randall on behalf of the staff for his time and devotion over the last 20 years and all his support for the staff and community.

12. END OF TELEVISED SESSION

13. GENERAL ISSUES AND CONCERNS OF CITIZENS

Phyliss Tormey, 1440 N. Hunter Drive, stated she believes Councilmember Brownlee is being unfairly singled out concerning the ethics complaint and asked Council to reconsider this.

14. CONVENE FOR PLANNING SESSION

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

A. REPORTS

1. Report and review of the Purchasing Card Usage and Controls Report.
The report was accepted.

2. Report on proposed Charter Ordinance No. 80 and Ordinance No. 20-XX concerning the Municipal Court Administrator.
The report was accepted.
3. Report on Ordinance No. 20-XX amending O.M.C. Chapter 2.34 making technical changes to the Olathe Community Fund ordinance.
The report was accepted.

B. DISCUSSION ITEMS

1. Discussion of activity and proposed fee changes at the Solid Waste Transfer Station. (15 min.)
Alan Shorthouse, Deputy Public Works Director, completed a presentation and answered questions from the Governing Body.

Mayor Copeland thanked Mr. Shorthouse and stated to move forward and bring this item back to Council in January for consideration.

15. ADDITIONAL ITEMS

Councilmember McCoy wished everyone a Merry Christmas and Happy New Year.

Councilmember Randall wished everyone a Merry Christmas.

Councilmember Brownlee thanked Council for considering the idea of the abatement change and wished everyone a Merry Christmas.

Mayor Copeland wished everyone a Merry Christmas.

16. ADJOURNMENT

The meeting adjourned at 9:21 p.m.

David F. Bryant III, MMC
Deputy City Clerk

PROCLAMATION

- WHEREAS,** the Reverend Dr. Martin Luther King, Jr. is a critical figure in our nation's history, as an icon of the Civil Rights Movement and a symbol of freedom, quality and fairness for all; and
- WHEREAS,** the City of Olathe is proud to commemorate the rich diversity in our neighborhoods with an annual Martin Luther King Day celebration; and
- WHEREAS,** "Courageous Leadership" is the theme for this year's event, highlighting the will, the passion and the perseverance it takes to make change happen in the face of adversity, a lesson Dr. King taught all of us throughout his life; and
- WHEREAS,** since the creation of the Olathe Human Relations Commission, Commissioners have worked tirelessly to embrace Dr. King's ideals of human decency and goodwill, challenging all Olatheans to dialogue at the table of brotherhood; and
- WHEREAS,** the City of Olathe is pleased to join the Olathe Human Relations Commission, community organizations, and our nation in paying tribute to the life of Dr. Martin Luther King, Jr., as we recognize Monday, January 20, as a national and local holiday.

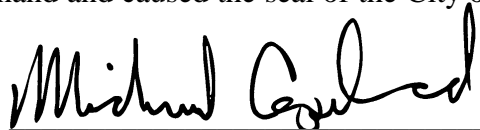
NOW, THEREFORE, I, Michael Copeland, Mayor of the City of Olathe, do hereby proclaim January 20, 2020,

DR. MARTIN LUTHER KING, JR. DAY

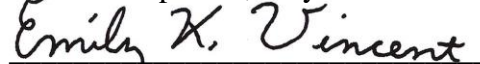
in Olathe, urging all residents to join together in rededicating and committing ourselves to upholding equal rights and justice for all,

And encouraging the public to celebrate with us at the Martin Luther King Day celebration at the MidAmerica Nazarene Bell Cultural Arts Center on January 19.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Olathe to be affixed this seventh day of January, 2020.



Michael Copeland, Mayor



Emily K. Vincent, City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and Brenda Long

SUBJECT: Consideration of a new drinking establishment application for HOA Hotels Kansas, LLC, d/b/a Embassy Suites/J Bar, located at 10401 S. Ridgeview Road and a renewal application for Bao-Li Enterprises, LLC, d/b/a Master Wok, located at 14947 W. 119th Street.

ITEM DESCRIPTION:

Consideration of a new drinking establishment application for HOA Hotels Kansas, LLC, d/b/a Embassy Suites/J Bar, located at 10401 S. Ridgeview Road and a renewal application for Bao-Li Enterprises, LLC, d/b/a Master Wok, located at 14947 W. 119th Street.

SUMMARY:

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

HOA Hotels Kansas, LLC
d/b/a Embassy Suites/J Bar
10401 S. Ridgeview Road
Olathe, KS 66061

Bao-Li Enterprises, LLC
d/b/a Master Wok
14947 W. 119th Street
Olathe, KS 66062

The application for Embassy Suites/J Bar is considered a new application as the legal ownership of the hotel is being transferred from HOA Hospitality, Inc. to HOA Hotels Kansas, LLC. This is consistent with the Kansas Alcohol and Beverage Control process.

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 this license application.

ACTION NEEDED:

Approve this application for a license as part of the consent agenda.

ATTACHMENT(S):

A: HOA Hotels Kansas, LLC

B: Bao-Li Enterprises, LLC

Brenda Long

From: Brenda Long
Sent: Monday, December 30, 2019 1:36 PM
To: Rachelle Breckenridge
Subject: DEL - Embassy Suites_JBar 12-16-19
Attachments: DEL - Embassy Suites_JBar 12-16-19.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 12/18/2019 3:30 PM
	Carl Anderson	Approve: 12/30/2019 1:26 PM
	GIS Shared	Approve: 12/20/2019 8:37 AM
	James Gorham	Approve: 12/18/2019 3:40 PM
	Rachelle Breckenridge	Approve: 12/31/2019 12:33 PM

I have received the appropriate departmental approvals. Please use the voting tab to provide your recommendation.

FYI.....This is a unique situation. We just processed the drinking establishment license for Embassy in June and now they are moving the hotel from one of their entities to another and the State requires a new license. Last application was under HOA Hospitality, Inc. and the new one is HOA Hotels Kansas, LLC. I just wanted you to have this bit of information in case you questioned why I was sending this again. It is technically a new application.

Brenda Long, Assistant City Clerk

CITY OF OLATHE



DRINKING ESTABLISHMENT LIQUOR LICENSE APPLICATION

Date: 12/06/2019 Business Phone: 309-797-9300Name of Applicant: Embassy Suites / J BarBusiness Address of Applicant: 10401 S Ridgeview Rd Olathe KS 66061
City State ZipE-mail Address of Applicant (optional): bdavison@hoari.comLegal description of premises: AttachedOwner of premises (if different than applicant): HOA Hotels Kansas LLCAddress of owner of premises: 1501 River Drive, Moline IL 61265
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.

HOA HOTEL S KANSAS LLC
BY: Michael L. Whalen
Name of Applicant (Print Please)

[Signature]
Signature

MANAGER
Title

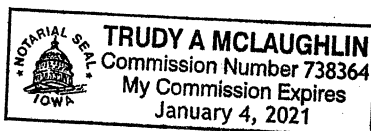
State of IOWACounty of Scott

[Signature]
Notary

Sworn and subscribed before me this

This 11th day of December, 2019

SEAL



RECEIVED

CITY OF OLATHE
CITY CLERK OFFICE

**Kansas Alcoholic Beverage Control Division
Liquor License**

Hotel Drinking Establishment

OWNER NAME: HOA Hotels Kansas LLC
DBA: Embassy Suites / J Bar
ADDRESS: 10401 S Ridgeview Road
Olathe, KS 66061

LICENSE NO: 10638

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

Allows the licensee to sell and serve alcoholic liquor for on-premise consumption; serve free samples of alcoholic liquor; offer and redeem coupons good for drinks containing alcoholic liquor; sell alcoholic liquor in hotel guest room minibars and other activities as authorized by K.S.A. 41-2642.

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control

Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 01/01/2020

EXPIRES: 12/31/2021

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.org/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the information on the back of the license

Brenda Long

From: Brenda Long
Sent: Friday, December 27, 2019 4:45 PM
To: Benjamin Laxton; Carl Anderson; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Jo Prochko; Rachelle Breckenridge
Subject: DEL - Master_Wok 12-27-19
Attachments: DEL - Master_Wok 12-27-19.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 12/30/2019 8:59 AM
	Carl Anderson	Approve: 12/30/2019 1:27 PM
	Dianna Wright	Approve: 12/27/2019 4:49 PM
	GIS Shared	Approve: 12/30/2019 9:42 AM
	James Gorham	Approve: 12/30/2019 9:35 AM
	Rachelle Breckenridge	Approve: 12/31/2019 12:49 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by January 3rd.

[Brenda Long](#), Assistant City Clerk

(913) 971-8675 | OlatheKS.org

Resource Mgmt | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service





To: Brenda Long, Assistant City Clerk
From: Dianna Wright, Director of Resource Management
Subject: Liquor License Renewal
Date: December 27, 2019

Resource Management is in receipt of Bao-Li Enterprises, LLC (dba Master Wok) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for Bao-Li Enterprises, LLC (dba Master Wok), 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

DEC 26 2019

CITY OF OLATHE



CITY OF OLATHE
CITY CLERK OFFICE

DRINKING ESTABLISHMENT LICENSE APPLICATION

Date: DEC 17, 2019 Business Phone: 913-782-7979

Name of Establishment: MASTER WOK BAD-LI ENTERPRISES, LLC

Name of Applicant: LIZHONG XIE

Business Address of Applicant: 14947 W. 119TH STREET OLATHE, KS
City State Zip

E-mail Address of Applicant (optional): _____

Legal description of premises: OLATHE POINT SHOPPING CENTER

Owner of premises (if different than applicant): ARCITERRA Group LLC

Address of owner of premises: 2701 E. Camelback Rd. #150, Phoenix AZ 85016
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.

LIZHONG XIE

Name of Applicant (Print Please)

Lizhong Xie

Signature

owner
Title

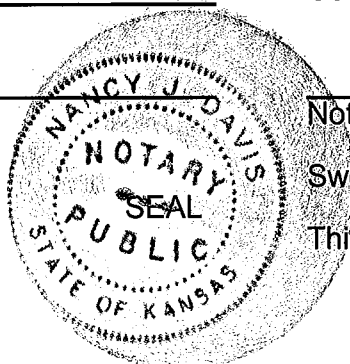
State of Kansas

County of Johnson

Nancy J Davis
Notary

Sworn and subscribed before me this

This 16 day of Dec, 2019



**Kansas Alcoholic Beverage Control Division
Liquor License**

Drinking Establishment

OWNER NAME: Bao-Li Enterprises LLC

DBA: Master Wok

ADDRESS: 14947 W 119th Street

Olathe, KS 66062

LICENSE NO: 4605

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

Allows the licensee to sell and serve alcoholic liquor for consumption on licensed premises; serve limited free samples of alcoholic liquor; redeem drink coupons in arrangement with a hotel; and other activities as authorized by K.S.A. 41-2642.

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.



Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control

Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 01/04/2020

EXPIRES: 01/03/2022

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax, if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.org/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

When closing your business, you must surrender your liquor license and complete the information on the back of the license



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Internal Auditing

STAFF CONTACT: Mary Ann Vassar

SUBJECT: Consideration of approval for 2020 Audit Plan.

ITEM DESCRIPTION:

Consideration of approval for 2020 Audit Plan.

SUMMARY:

Draft audit plan was provided to the Council in December 17, 2019 Executive Session.

FINANCIAL IMPACT: NONE.

ACTION NEEDED:

Approve final audit plan for 2020.

ATTACHMENT(S):

2020 Audit Plan

CITY OF OLATHE PROPOSED 2020 AUDIT PLAN

Mary Ann Vassar, CPA, CRMA
City Auditor
January 7, 2020



2020 PROPOSED AUDIT WORKPLAN

OVERVIEW AND DEVELOPMENT APPROACH

THE PROPOSED 2020 AUDIT PLAN
WAS DEVELOPED THROUGH:

- Reviewing prior year's 2019 surveyed City management and City Council audit priorities
- Completion of a City enterprise-level assessment of risk areas and risk exposure
- Discussion of these survey and risk assessment results with the City Council
- Developing an audit plan with the City Auditor's available time resources including projects in requested areas and/or areas deemed to have relevant risk exposure

2020 PROPOSED AUDIT WORKPLAN

based on risk assessment and surveyed priorities of the Council and City Manager Team

PROPOSED PROJECT	EST HRS	RISK TYPE/AREA	DEPARTMENT/ FUNCTIONAL AREA	2019 SURVEY AUDIT TOPIC/AREA?
Audit Projects				
Fleet Management (vehicle maintenance and replacement controls and funding)	500	INFRASTRUCTURE/EQUIPMENT & PROCESS/CONTROL	Public Works, Fire, Police, Parks	Y - by Council
IT Asset Inventory (verification of recent IT asset count)	300	INFRASTRUCTURE/EQUIPMENT & PROCESS/CONTROL	IT	Y - by CMO
Cybersecurity Review (review of 2 areas of cyber controls)	600	TECHNOLOGY/FINANCIAL	IT/City-wide	Y - by CMO
Overtime Usage & Controls	400	FINANCIAL/HR	City-wide/ Resource Management	Y - Council
TOTAL AUDIT PROJECT TIME	1800			
Additional/ongoing work				
Ethics hotline testing/review	20		Council	Y - Council
Financial results analytics	40	FINANCIAL	City-wide	
Audit Committee meetings	45			
Audit research/audit knowledge exchange with peer groups	45			
Internal management consulting and audit action plan follow up (includes streetlight conversion and sales tax rebate review projects)	100	FINANCIAL/INFRASTRUCTURE & EQUIP	CMO/Council	Y - Council and CMO
Data Analytic software knowledge developement	150			
TOTAL WORK HOURS	2200			

AVAILABLE CITY AUDITOR HOURS	
CITY AUDITOR	2080
PROPOSED AUDIT INTERN	450
TOTAL AUDITOR HOURS	2530
LESS NON-PROJECT HOURS	
VACATION & HOLIDAYS	(215)
AUDITOR CPE & INTERN TRAINING	(115)
TOTAL NON-PROJECT HOURS	(330)
NET AVAILABLE HOURS	2200

2020 AUDIT PLAN ALIGNMENT WITH CITY AUDITOR BUDGET OBJECTIVES

- Report to the City Council a minimum of 4 audits which address areas of risk for the City.
- Identify opportunities for the City to avoid certain costs or to increase revenue.
- Develop a continuous audit program to automate the testing of internal controls associated with key business processes.
- Provide assistance and consultation to the City's process improvement initiatives.

4 projects focusing on costs and revenue are in the 2020 Audit Plan

Initiating development with 2020 Audit Plan

Part of 2020 workplan hours (research already planned for streetlight conversion and tax rebate projects)



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver/Daniel Yoza

SUBJECT: Consideration of Resolution No. 20-1001 establishing a regular schedule of dates and times for City Council meetings until the next City election.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1001 establishing a regular schedule of dates and times for City Council meetings until the next City election.

SUMMARY:

Section 2.7 of Charter Ordinance 76 requires the Governing Body to meet in January after the fall election to establish City Council meeting dates and times.

The attached resolution ([Attachment A](#)) sets a schedule of meeting dates and times until the next biennial organizational meeting on January 4, 2022, which will follow the next City election. Regular meetings will occur on the first and third Tuesdays of each month at 7 P.M., unless a notice of a different meeting time or place are provided to the public in advance.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approve Resolution No. 20-1001 establishing a regular schedule of times and dates for City Council meetings until the next City election.

ATTACHMENT(S):

Attachment A - Resolution Establishing Dates and Times for City Council Meetings

ATTACHMENT A

CITY OF OLATHE		Policy No.:	CC-4
COUNCIL POLICY STATEMENT		Date Issued:	1-7-2020
General Scope: City Council		Effective Date:	1-7-2020
Specific Subject:	Olathe City Council Regular Meeting Schedule	Cancellation Date:	1-4-2022
		Supersedes No.:	Listed Below

Purpose:

To set forth general public policy objectives of the city as it relates to establishing City Council meeting times and dates for the two years following the biennial city election; more specifically relating to those meetings between January 7, 2020 and January 4, 2022.

Statement of Policy:

The statement of policy is hereby incorporated with Resolution No.20-1001. Previous City Council schedules were incorporated by Resolutions [18-1007](#), 16-1083, 15-1032, 13-1038, 11-1020, 09-1040, 07-1045, 07-1032, 05-1051, 04-1011, 03-1042, 02-1109, 01-1058, 99-1040, 97-1061, 95-1040 and 93-1064.

RESOLUTION NO. 20-1001

WHEREAS, Section 2.7 of Charter Ordinance No. 76 requires the Governing Body of the City of Olathe, Kansas, to establish a regular schedule of meeting times and dates for the two years following the first regular meeting in January after the biennial City election.

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

SECTION ONE: The Governing Body of the City of Olathe, Kansas, will meet in regular session at least two times per month. The first two meetings will occur on January 7 and January 21, 2020. Normal regular session meetings will occur on the first and third

ATTACHMENT A

Tuesdays of each month, unless notice of a different date is given to the public in advance.

SECTION TWO: Special meetings may be called at any time pursuant to Section 2.9 of Charter Ordinance No. 76.

SECTION THREE: All such regular meetings and study sessions shall take place at Olathe City Hall, 100 East Santa Fe, unless notice of a different location is given to the public in advance.

SECTION FOUR: All regular meetings shall take place at 7:00 p.m., unless notice of a different time is given to the public to the public in advance.

SECTION FIVE: Resolution No. 18-1007 is hereby repealed.

SECTION SIX: This Resolution shall take effect immediately.

APPROVED by the Governing Body this 7th day of January, 2020.

SIGNED by the Mayor this this 7th day of January, 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

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



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and Chris Grunewald

SUBJECT: Access swap with Kansas Department of Transportation on Lone Elm Road south of Old 56 Highway

ITEM DESCRIPTION:

Consideration of approval of access swap with Kansas Department of Transportation to eliminate old access and authorize existing access on east side of Lone Elm Road approximately 600 feet south Old 56 Highway.

SUMMARY:

The Kansas Department of Transportation has proposed to the City of Olathe an access swap to recognize an existing access drive to Lone Elm Road and eliminate an earlier access authorization which was removed as part of the warehouse development at the southeast corner of Lone Elm Road and Old 56 Highway.

The current owner of the warehouse development (The Opus Group) is completing a sale of the property and discovered an old access restriction on Lone Elm Road originally put in place by KDOT. The new City-approved access from the warehouse property to Lone Elm Road does not match up with an earlier KDOT-approved access drive, which served an old building which has since been demolished.

KDOT proposed a solution to the situation with an access swap (See Attachment A). In return for the City giving up the pre-existing 40-foot access which served an old building and driveway on the property which are both now gone, then KDOT will grant to the City authority for the new existing 65-foot access which serves the warehouse development.

KDOT has already executed a quit claim deed to the City of Olathe authorizing the existing access to Lone Elm Road, and that has been recorded at the County. Attachment B is a proposed quit claim deed from the City to KDOT eliminating the old and unneeded 40-foot access point. Staff recommends that the City Council approve the quit claim deed and authorize the Mayor to execute the quit claim deed and any other required documents to complete the access swap with KDOT.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

Approval of quitclaim deed to Kansas Department of Transportation for unneeded access on Lone Elm Road, and authorization for Mayor to execute the required documents.

MEETING DATE: 1/7/2020

ATTACHMENT(S):

A: Letter from Kansas Department of Transportation

B: Quit Claim Deed of Controlled Access

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Julie L. Lorenz, Secretary
Gelene Savage, Chief Counsel



Phone: 785-296-3831
Fax: 785-296-0119
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

December 24, 2019

Mr. Christopher M. Grunewald
Deputy City Attorney
100 East Santa Fe, P.O. Box 768
Olathe, Kansas 66051-0768

Re: Lone Elm Road access exchange.

Dear Mr. Grunewald:

Enclosed please find the Quit-Claim Deed of Controlled Access, deeding to the City the rights of access for the current entrance to the development on the east side of Lone Elm Road. Once recorded, if you could please forward to me via email a copy of the deed as recorded, for KDOT's records, I would appreciate it.

KDOT understands that it will take additional time for the City to execute the quitclaim deed to the Secretary for the original 40-foot access point, to the north of the current access. While KDOT is certainly not in a rush to eliminate that break in access control, I would ask that you please keep me informed of the progress.

Thank you for your assistance with this matter and, of course, please feel free to give me a call if you have any questions or concerns.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Joe McEvoy".

Joe McEvoy
Staff Attorney

Enclosure

Parcel ID No. DF231402-1026

Exception No. 4

KANSAS QUIT-CLAIM DEED OF CONTROLLED ACCESS

THIS INDENTURE, made this _____ day of January, 2020 by and between the City of Olathe, Kansas, a Municipal Corporation duly organized in accordance with the laws of the state of Kansas, with a mailing address of P. O. Box 768, Olathe, KS 66051-0768, Party of the First Part, and Secretary of Transportation of the State of Kansas, with a mailing address of 700 S.W. Harrison Street, Topeka, KS 66603-3745, Party of the Second Part.

WITNESSETH:

That said Party of the First Part, in consideration of the sum of One Dollar (\$1.00) and by way of gift, donation or contribution stated within this instrument, the receipt of which is hereby acknowledged, does by these presents, quit claim, release, remise, grant and convey unto the said Party of the Second Part the following described real estate, situated in the County of Johnson and State of Kansas, to-wit:

SEE ATTACHED EXHIBIT A

with the appurtenances, and all the estate, title, and interest of the said Party of the First Part therein.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereunto belonging, unto said Party of the Second Part and unto its heirs and assigns, forever, so that neither the said Party of the First Part, nor any other entity, person or persons for or in his name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said Party of the First Part has hereunto set his hand the day and year first above written.

City of Olathe

Michael E. Copeland, Mayor

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this _____ day of January 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **MICHAEL E. COPELAND, Mayor of the City of Olathe, Kansas, and EMILY K. VINCENT, City Clerk of the City Of Olathe, Kansas**, who are personally known to me to be the same persons who executed as such officers the foregoing instrument of writing on behalf of said entity and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

(Seal)

Printed Name: _____

My Appointment Expires:



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and Chris Grunewald

SUBJECT: Dedication of City-owned property as right-of-way

ITEM DESCRIPTION:

Consideration of approval of dedication of City-owned property as right-of-way along east side of Lone Elm Road south of Old 56 Highway.

SUMMARY:

The City owns a strip of land abutting the east side of Lone Elm Road south of Old 56 Highway which the City previously acquired for the purpose of right-of-way with a warranty deed instead of a deed for dedication for right-of-way. The buyer of the warehouse development on the southeast corner of Lone Elm Road and Old 56 Highway has requested that the City clarify the status of that land in order to confirm the City's 2016 site plan approval of the access drive connecting the development to Lone Elm Road.

The City Council authorized acquisition of this strip of land in 2006 as part of the K-7 Highway improvements project (Attachment A). The property was acquired in 2006 with a warranty deed (Attachment B) rather than a dedication of right-of-way. In 2016, the City approved the site development plan for the Opus Group's construction of the warehouse development at the southeast corner of Lone Elm Road and Old 56 Highway. As part of that site plan, the City also approved a relocated access point on Lone Elm Road. Separately on the agenda for this meeting is an item addressing approval by the Kansas Department of Transportation for the relocated access point. To memorialize the City's approval of the access drive connecting Lone Elm Road to the new warehouse development, the buyer of the property has asked that the City execute a formal dedication for right-of-way purposes to clarify the status of the City-owned property and the access drive.

Staff recommends that City Council approve the dedication for right-of-way (Attachment C) and authorize the Mayor to execute the dedication and any other required documents.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

Approval of dedication of City-owned property as right-of-way, and authorization for the Mayor to execute the required documents.

ATTACHMENT(S):

A: City Council Minutes November 14, 2006

B: 2006 Warranty Deed

MEETING DATE: 1/7/2020

C: Proposed Dedication for Right-of-Way

PRELIMINARY AGENDA

Olathe City Clerk
November 14, 2006

The Olathe City Council met in special session at 7:00 p.m. with Mayor Copeland presiding. Councilmembers Bacon, Wittenborn, Randall, Huttman and Vogt were present. Councilmember Montgomery was absent. Also present were City Manager Wilkes and City Attorney Glinstra.

1. CALL SPECIAL SESSION TO ORDER – 7:00 p.m.

The special session was continued to the end of the study session.

The special session recessed at 7:01 p.m.

The special session reconvened at 8:03 p.m.

2. EXECUTIVE SESSION

Motion by Randall, seconded by Vogt, to recess into an executive session for 30 minutes under the real property acquisition and attorney-client privilege exceptions to the Kansas Open Meeting Act to consider the following items. Passed 6-0.

A. Right-of-way compensation for the K-7 Highway improvement.

B. A development project.

The meeting recessed at 8:04 p.m.

3. RECONVENE FROM EXECUTIVE SESSION

The meeting reconvened at 8:43 p.m.

PROJECTS

A. Right-of-way compensation for the K-7 Highway improvement was considered.

Motion by Randall, seconded by Bacon, to approve the addendum to the development agreement to acquire property in the McKenzie Park industrial park for K-7 right-of-way purposes and authorize the use of street excise to pay for the acquisition costs. YEA: Bacon, Wittenborn, Randall, Huttman and Vogt. NAY: Copeland. Passed 5-1.

B. A development project was considered.

Councilmember Randall, seconded by Bacon, stating that staff reported on the status of the development agreement. No Council action is necessary at this time. Staff will continue negotiations. Passed 6-0.

4. ADJOURNMENT

Motion by Randall, seconded by Bacon, to adjourn. Passed 6-0.

The meeting adjourned at 8:45 p.m.



City Clerk

20061214-0004134 12/14/2006
 P: 1 of 4 F: \$20.00 11:29:27 AM
 Register of Deeds T20060061349
 JO CO KS BK:200612 PG:004134

PARCEL ID NO.

DF231402.1026
 DEC 14, 2006 ML

WARRANTY DEED

THIS INDENTURE, Made this 11th day of December, 2006, between **APPLE-BAY EAST, INC.** a Kansas corporation, Party of the First Part, and **CITY OF OLATHE, KANSAS**, in the State of Kansas, Party of the Second Part:

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of One Dollar and Other Good and Valuable Consideration, the receipt whereof is hereby acknowledged, does by these presents grants, bargains, sells and conveys unto said Party of the Second Part, its successors and assigns, all of the following described real estate, situated in the County of Johnson and State of Kansas, to-wit:

Legal Description as Set Forth in Exhibit A and Drawing as Set Forth in Exhibit A.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And said Party of the First Part, for its successors and assigns, does hereby covenant, promise and agree, to and with said Party of the Second Part, that at the delivery of these presents, it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature and kind soever, except for:

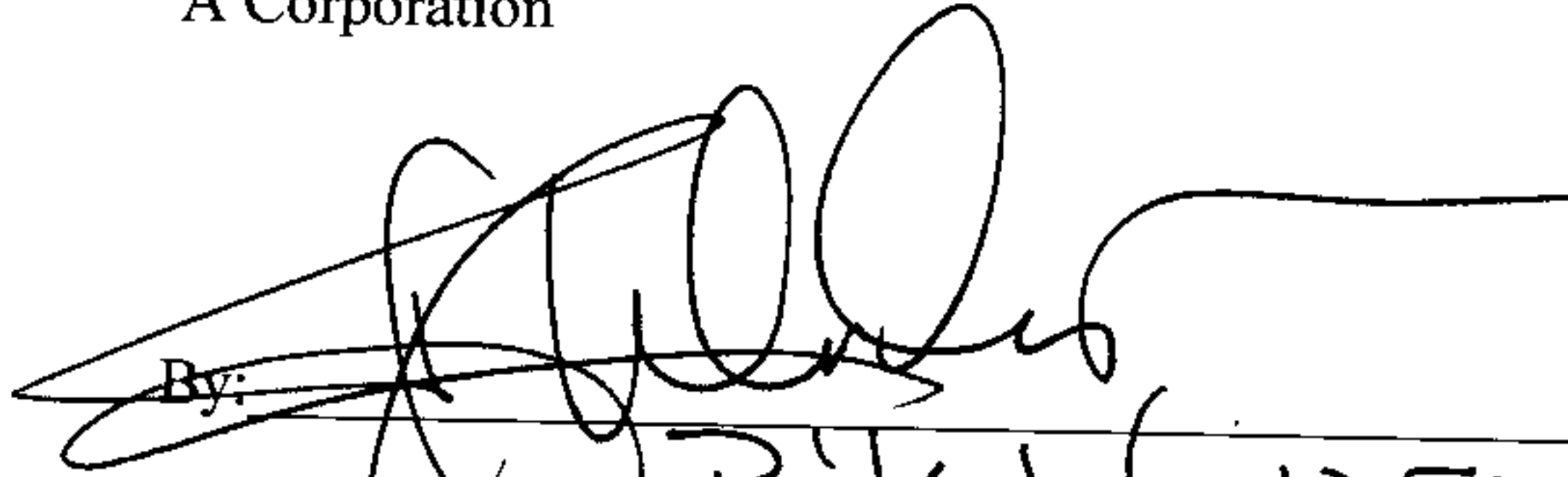
NONE

and that it will WARRANT and FOREVER DEFEND the same unto said Party of the Second Part, its successors and assigns, against said Party of the First Part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto caused this Deed to be signed on behalf of its Corporation, thereunto duly authorized so to do, the day and year last above written.

Exception
 #13
 Row

APPLE-BAY EAST, INC.
A Corporation

By: 
Name: RICK WINDERS
Title: PRES

ACKNOWLEDGMENT

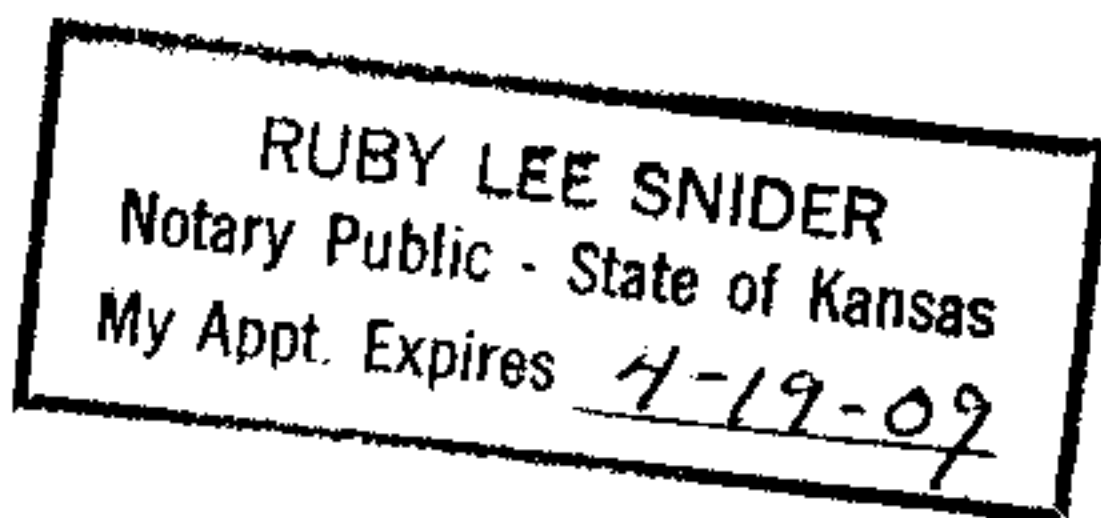
STATE OF KANSAS, COUNTY OF JOHNSON, SS.

BE IT REMEMBERED, That on this 11th day of December, 2006, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Rick Winders, President, who is personally known to me to be such officer of APPLE-BAY EAST, INC., a Corporation, who executed, as such officer, the within instrument on behalf of APPLE-BAY EAST, INC. a Kansas Corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said APPLE-BAY EAST, INC., a Corporation.

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


Notary Public

My Appointment expire:




20061214-0004134 12/14/2006
P: 2 of 4 11:29:27 AM
Register of Deeds T20060061349
JO CO KS BK:200612 PG:004134

LEGAL DESCRIPTION
FOR
PROPOSED RIGHT-OF-WAY
FOR
LONE ELM ROAD

EXHIBIT A

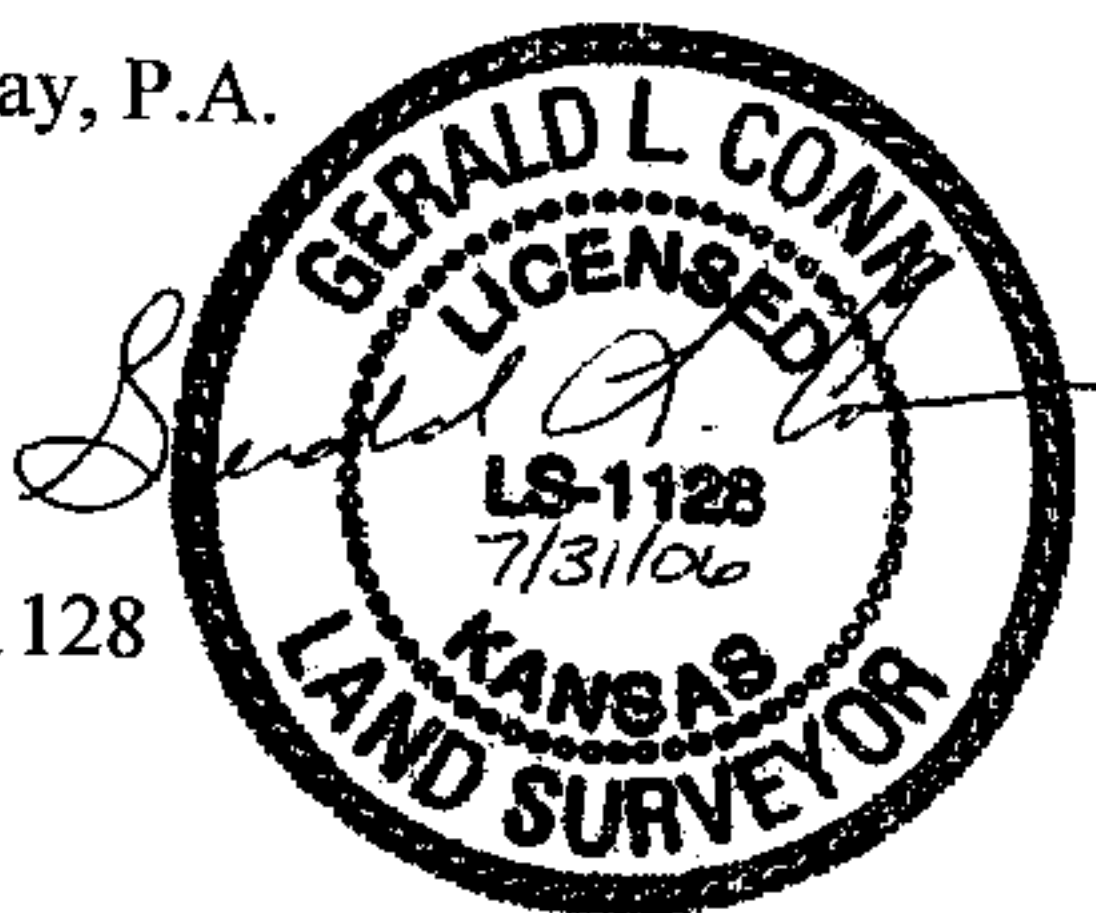
Part of the NW¼ of Section 2, T14S, R23E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas; more particularly described as follows:

Beginning at the Northwest corner of the NW¼ of Section 2, T14S, R23E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas; thence S 02°04'49" E, along the West line of said NW¼, a distance of 764.00 feet; thence N 87°55'11" E a distance of 82.08 feet to a point on the Easterly right-of-way line of Lone Elm Road, as now established, said point also being on the Southerly right-of-way line of Old 56 Hwy., as now established, said point also being the TRUE POINT OF BEGINNING; thence N 84°13'42" E, along said Southerly right-of-way line, a distance of 166.27 feet; thence S 02°04'49" E, parallel with the West line of said NW¼, a distance of 73.08 feet; thence Southerly, on a curve to the right, having a radius of 4,150 feet, for a distance of 462.53 feet; thence S 04°18'20" W a distance of 434.85 feet; thence Southerly, on a curve to the left having a radius of 3,850 feet, for a distance of 429.09 feet to a point on the Northerly right-of-way line of the Burlington Northern & Santa Fe Railroad, as now established; thence S 66°53'41" W, along said Northerly right-of-way line, a distance of 0.32 feet to a point on the Easterly right-of-way line of said Lone Elm Road; thence N 07°43'22" W, along said Easterly right-of-way line, a distance of 149.57 feet; thence N 11°44'44" W, continuing along said Easterly right-of-way line, a distance of 481.66 feet; thence N 02°07'32" W, continuing along said Easterly right-of-way line, a distance of 224.67 feet; thence N 00°46'39" E, continuing along said Easterly right-of-way line, a distance of 400.50 feet; thence N 02°05'05" W, continuing along said Easterly right-of-way line, a distance of 114.25 feet to the TRUE POINT OF BEGINNING.

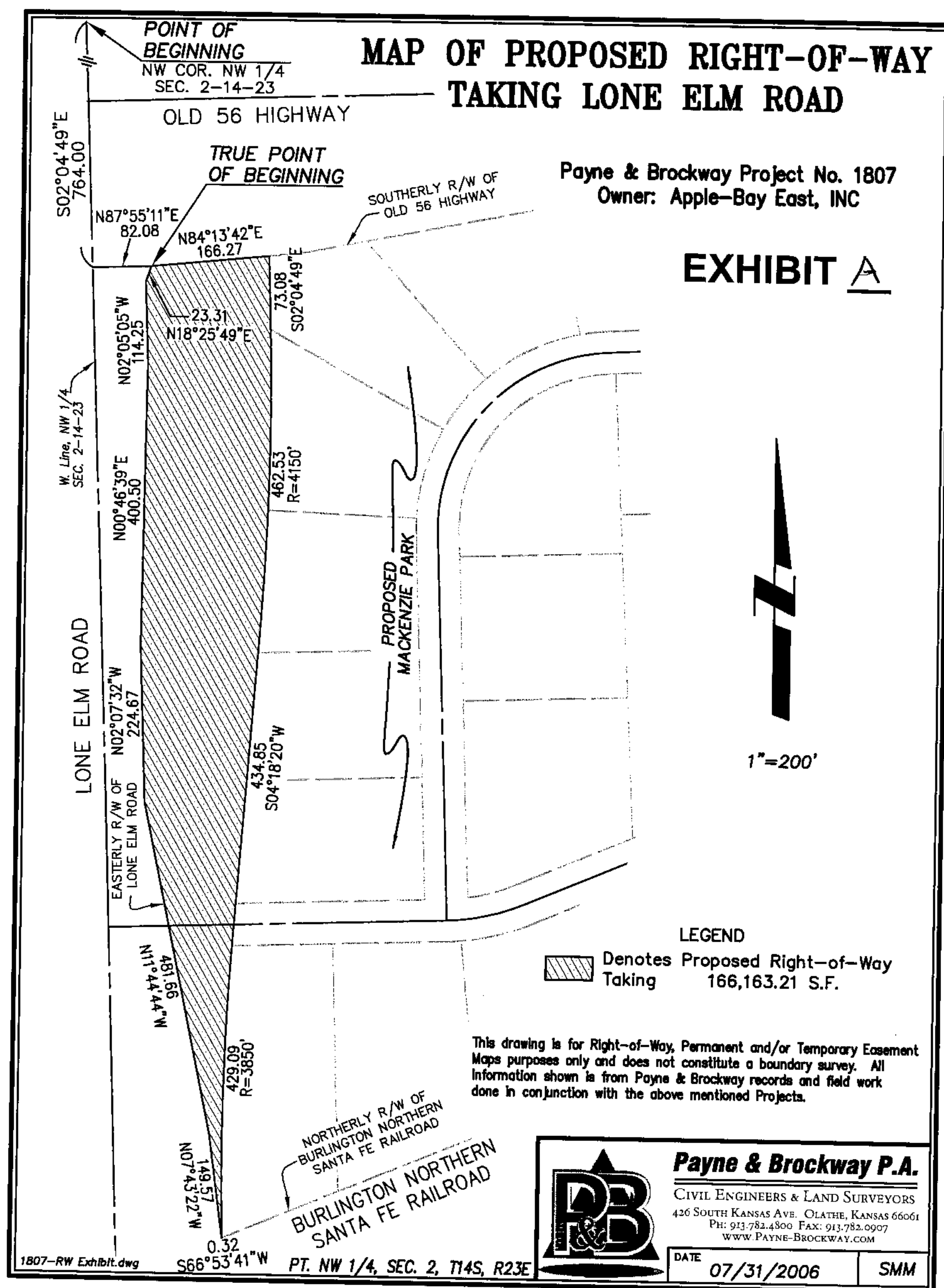
Prepared by:
Payne & Brockway, P.A.

Gerald L. Conn
Kansas L.S. No. 1128

July 31, 2006



20061214-0004134 12/14/2006
P: 3 of 4 11:29:27 AM
Register of Deeds T20060061349
JO CO KS BK:200612 PG:004134



20061214-0004134 12/14/2006
 P: 4 of 4 11:29:27 AM
 Register of Deeds T20060061349
 JO CO KS BK:200612 PG:004134

Parcel ID No. DF231402-1026

Exemption #13

DEDICATION FOR RIGHT OF WAY

KNOW ALL PERSONS BY THESE PRESENTS, that this Dedication for Right of Way, made and entered into this _____ day of January, 2020, by CITY OF OLATHE, KANSAS, a Kansas municipal corporation ("City"), with an address of P. O. Box 768, 100 E. Santa Fe, Olathe, KS 66051-0768.

WITNESSETH: That City dedicates forever for the construction, improvement, reconstruction and maintenance of a public right-of-way and other public uses the following described real property lying and situated in the County of Johnson, State of Kansas, to wit:

SEE ATTACHED EXHIBIT 'A' (the "Property")

FURTHER, City hereby acknowledges and ratifies the City's prior approval on February 22, 2016 of the access depicted on the City-approved site development plan for Parcel No. DP25340000 0003 showing City-approved access to Lone Elm Road.

IN WITNESS WHEREOF, City has executed this instrument the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

(SEAL)

By: _____
Emily K. Vincent, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of January 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **MICHAEL E. COPELAND, Mayor of the City of Olathe, Kansas, and EMILY K. VINCENT, City Clerk of the City Of Olathe, Kansas**, who are personally known to me to be the same persons who executed as such officers the foregoing instrument of writing on behalf of said entity and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

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

Notary Public

Printed Name:

My Appointment Expires:

Exhibit A

LEGAL DESCRIPTION

Part of the NW¼ of Section 2, T14S, R23E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas; more particularly described as follows:

Beginning at the Northwest corner of the NW¼ of Section 2, T14S, R23E of the Sixth Principal Meridian, in the City of Olathe, Johnson County, Kansas; thence S 02°04'49" E, along the West line of said NW¼, a distance of 764.00 feet; thence N 87°55'11" E a distance of 82.08 feet to a point on the Easterly right-of-way line of Lone Elm Road, as now established, said point also being on the Southerly right-of-way line of Old 56 Hwy., as now established, said point also being the TRUE POINT OF BEGINNING; thence N 84°13'42" E, along said Southerly right-of-way line, a distance of 166.27 feet; thence S 02°04'49" E, parallel with the West line of said NW¼, a distance of 73.08 feet; thence Southerly, on a curve to the right, having a radius of 4,150 feet, for a distance of 462.53 feet; thence S 04°18'20" W a distance of 434.85 feet; thence Southerly, on a curve to the left having a radius of 3,850 feet, for a distance of 429.09 feet to a point on the Northerly right-of-way line of the Burlington Northern & Santa Fe Railroad, as now established; thence S 66°53'41" W, along said Northerly right-of-way line, a distance of 0.32 feet to a point on the Easterly right-of-way line of said Lone Elm Road; thence N 07°43'22" W, along said Easterly right-of-way line, a distance of 149.57 feet; thence N 11°44'44" W, continuing along said Easterly right-of-way line, a distance of 481.66 feet; thence N 02°07'32" W, continuing along said Easterly right-of-way line, a distance of 224.67 feet; thence N 00°46'39" E, continuing along said Easterly right-of-way line, a distance of 400.50 feet; thence N 02°05'05" W, continuing along said Easterly right-of-way line, a distance of 114.25 feet to the TRUE POINT OF BEGINNING.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Parks & Recreation

STAFF CONTACT: Michael Meadors

SUBJECT: Consideration of Resolution No. 20-1002 authorizing submittal of an application for grant funding in the amount of \$24,582.50 with the Kansas Department of Health and Environment (KDHE) for Raven Ridge Park Playground.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1002 authorizing submittal of an application for grant funding in the amount of \$24,582.50 with the Kansas Department of Health and Environment (KDHE) for Raven Ridge Park Playground.

SUMMARY:

The Parks & Recreation Department is planning an upgrade to playground surfacing for Raven Ridge Park in 2020-2021 to meet playground safety guidelines, improve maintenance requirements, and create a space for children and families to be active and enjoy the outdoors.

The KDHE Waste Tire Grant Program provides financial assistance to local units of government to purchase repurposed tire-derived products made from recycled waste tires, such as pour-in-place playground surfacing. If awarded, the grant will pay up to 50% of the eligible cost of the project.

The cost for demolition of the existing surfacing and installation of the new surfacing is estimated at \$49,165. Announcement of funding award by KDHE is anticipated in Spring 2020.

FINANCIAL IMPACT:

The funding for the project is estimated as follows:

Park Sales Tax	\$24,582.50
<u>KDHE Grant</u>	<u>\$24,582.50</u>
Total	\$49,165.00

ACTION NEEDED:

Approve Resolution No. 20-1002 authorizing submittal of an application for grant funding in the amount of \$24,582.50 with the Kansas Department of Health and Environment (KDHE) for Raven Ridge Park Playground.

ATTACHMENT(S):

A: Resolution 20-1002

RESOLUTION NO. 20-1002

A RESOLUTION APPROVING AND AUTHORIZING APPLICATION TO THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR 2020 WASTE TIRE GRANT PROGRAM FUNDING.

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

SECTION ONE: The Governing Body hereby authorizes the application to Kansas Department of Health and Environment (KDHE) for 2020 Waste Tire Grant Program funding for playground surfacing replacement at Raven Ridge Park.

SECTION TWO: The City Manager or Designee is authorized and directed to execute for and on behalf of the City of Olathe, Kansas the Waste Tire Grant Program SFY 2020 Certification Form.

SECTION THREE: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 7th day of January 2020.

SIGNED by the Mayor this 7th day of January 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Zachary Moore, Planner II

SUBJECT: PR19-0026: Garmin Olathe Soccer Complex Sign Package

APPLICANT: Teresa Reicherter; Garmin

ITEM DESCRIPTION:

Request for approval of a Sign Package for **Garmin Olathe Soccer Complex** (PR19-0026); located northwest of the intersection of Ridgeview Road and 106th Street. Planning Commission recommended approval of this Sign Package 9-0.

SUMMARY:

Sign packages provide a method to request an alternative sign plan in a comprehensive manner for developments with unique characteristics that the standard sign code may not address adequately. These characteristics may include items such as size of the overall development, lot characteristics, and use and function of the development.

This sign package for the Garmin Olathe Soccer Complex includes five (5) overall signs. One of these five (5) signs was added to the sign package after the Planning Commission meeting. The added sign is proposed to be located along the retaining wall facing northeast, towards K-10 Highway, set back from the highway over 600 feet. This sign will be raised six (6) feet and will be 14 feet tall by 55 feet wide.

The five (5) signs included in this sign package will be internally illuminated, and staff has been working with the applicant to ensure that no glare will occur from the illuminated signs. Staff recommends adding the following stipulation to the recommendation of approval, "Prior to submittal of sign permits, proposed illumination for all signs will be reviewed by the Planning Division."

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Approve the sign package for the Garmin Olathe Soccer Complex (PR19-0026).
 2. Deny the sign package for the Garmin Olathe Soccer Complex.
 3. Return the sign package to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or disapprove.
-

ATTACHMENT(S):

- A. Revised Sign Package
 - B. Planning Commission Packet
 - C. Planning Commission Minutes
-

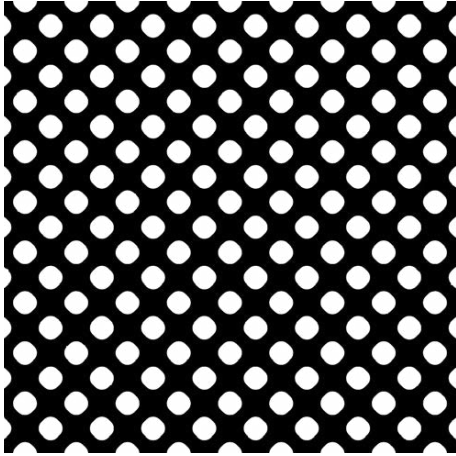
GARMIN OLATHE SOCCER COMPLEX

sponsorship branding

PROPOSED SIGNAGE LOCATIONS

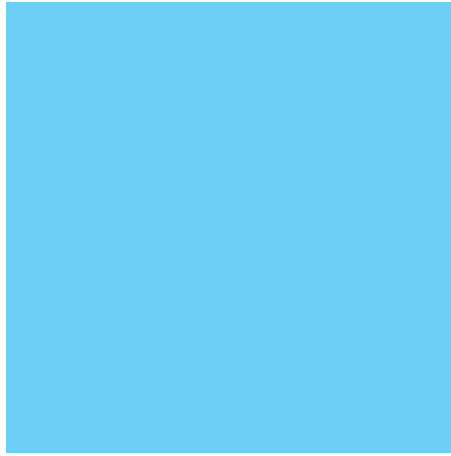


MATERIAL PALETTE



METAL MESH

match existing



CANDY BLUE



WHITE PLEX

SIGNAGE SQUARE FOOTAGE

- The applicant will continue to work with staff on ensuring light pollution, light spillage, and glare does not occur with the internal illumination of signs included within this package.
- The type of illumination of the signs may be subject to change.

GATEWAY SIGN



53 sq. ft.
each face

RIDGEVIEW SIGN



28.9 sq. ft.
each face

V SHAPED SIGN



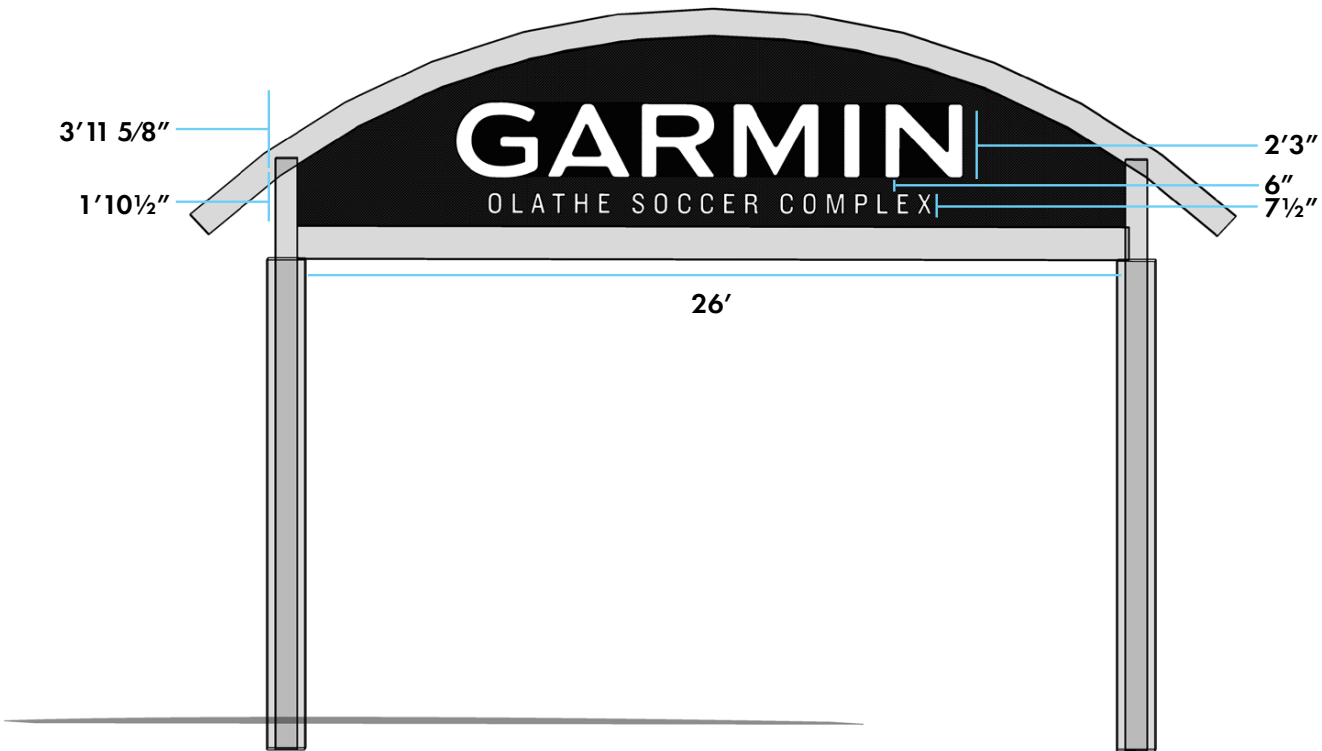
64.5 sq. ft.
each face

WALL SIGN

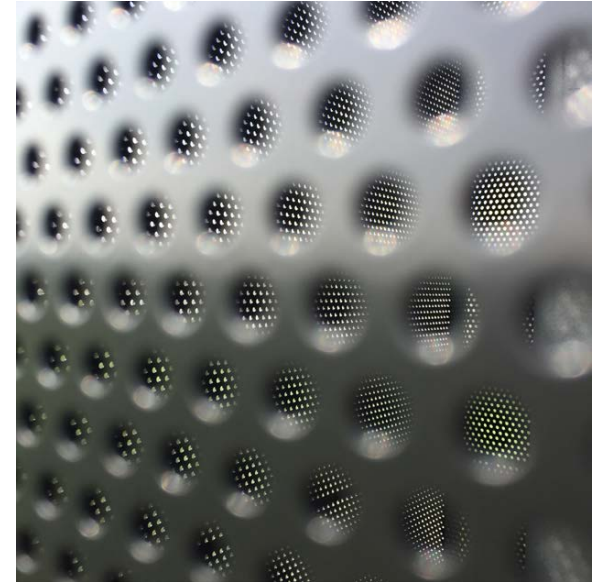


497 sq. ft.
each face

FIELD ENTRIES



metal perforation details

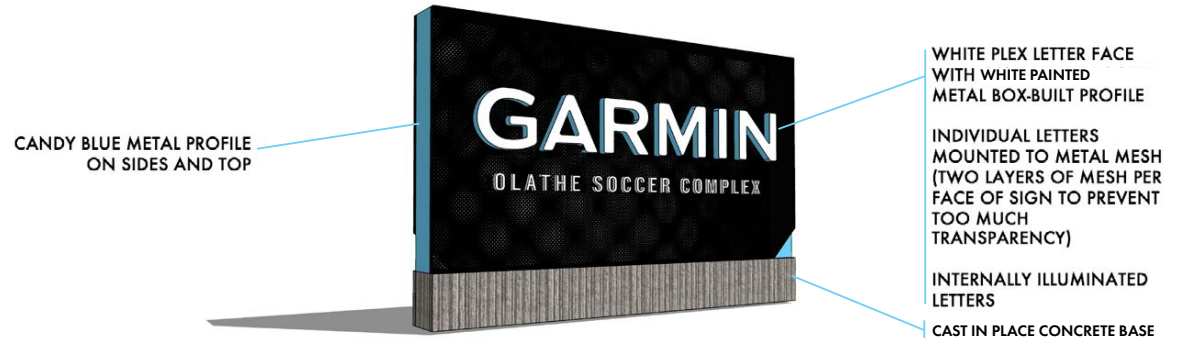
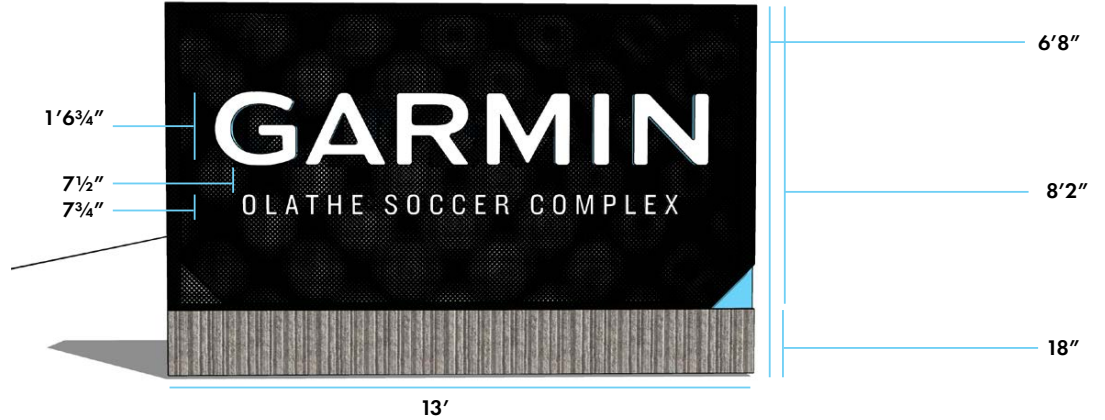
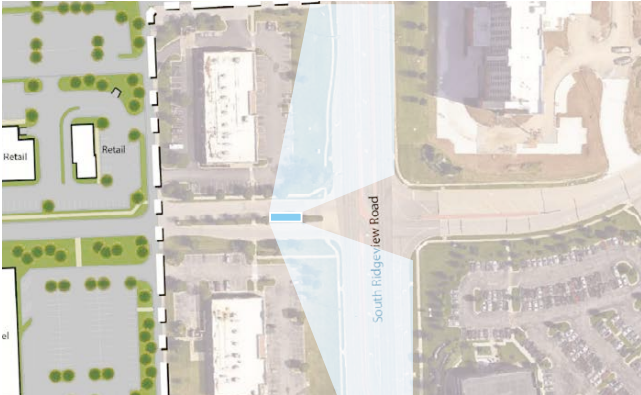


GARMIN

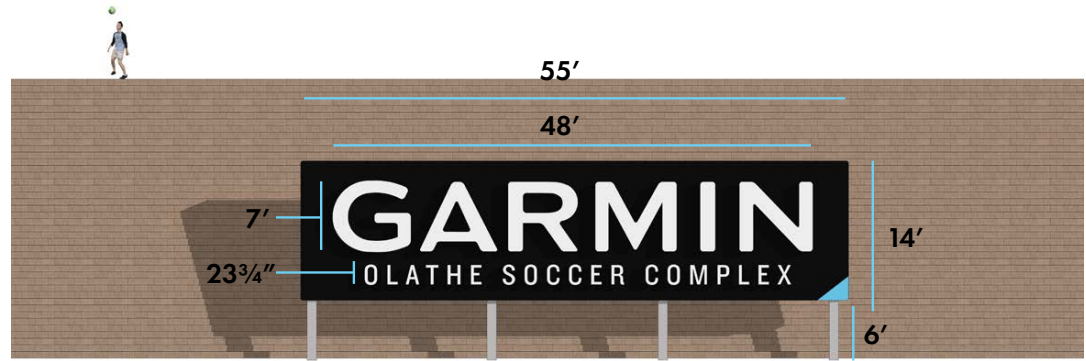
OLATHE SOCCER COMPLEX



COMPLEX ENTRY SIGN: RIDGEVIEW



RETAINING WALL



PLAZA: V SHAPE SIGN

GARMIN letters
2'4" tall
bottom of letters
5' above plaza

OSC letters
8" tall
bottom of letters
3'6" above plaza

plaza surface



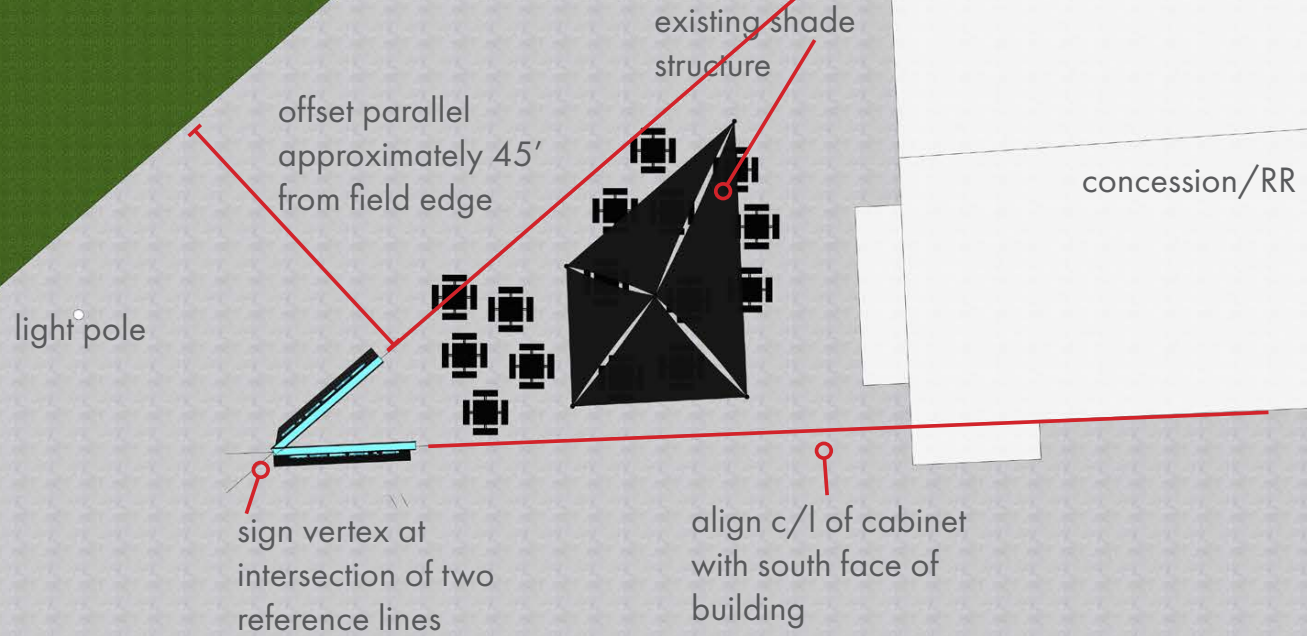
6'5"

8'10"

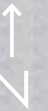
1' candy blue reveal

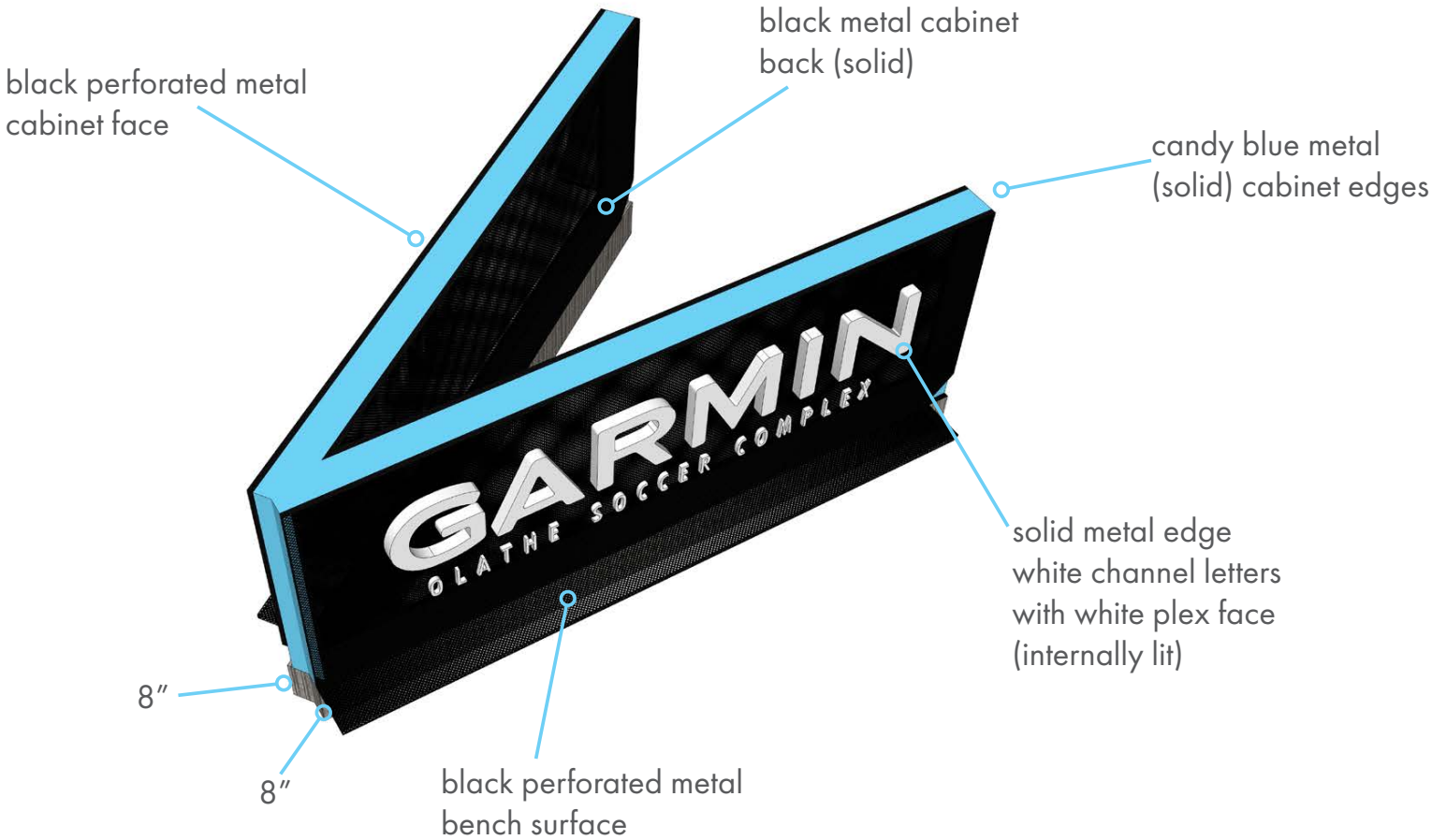
16"

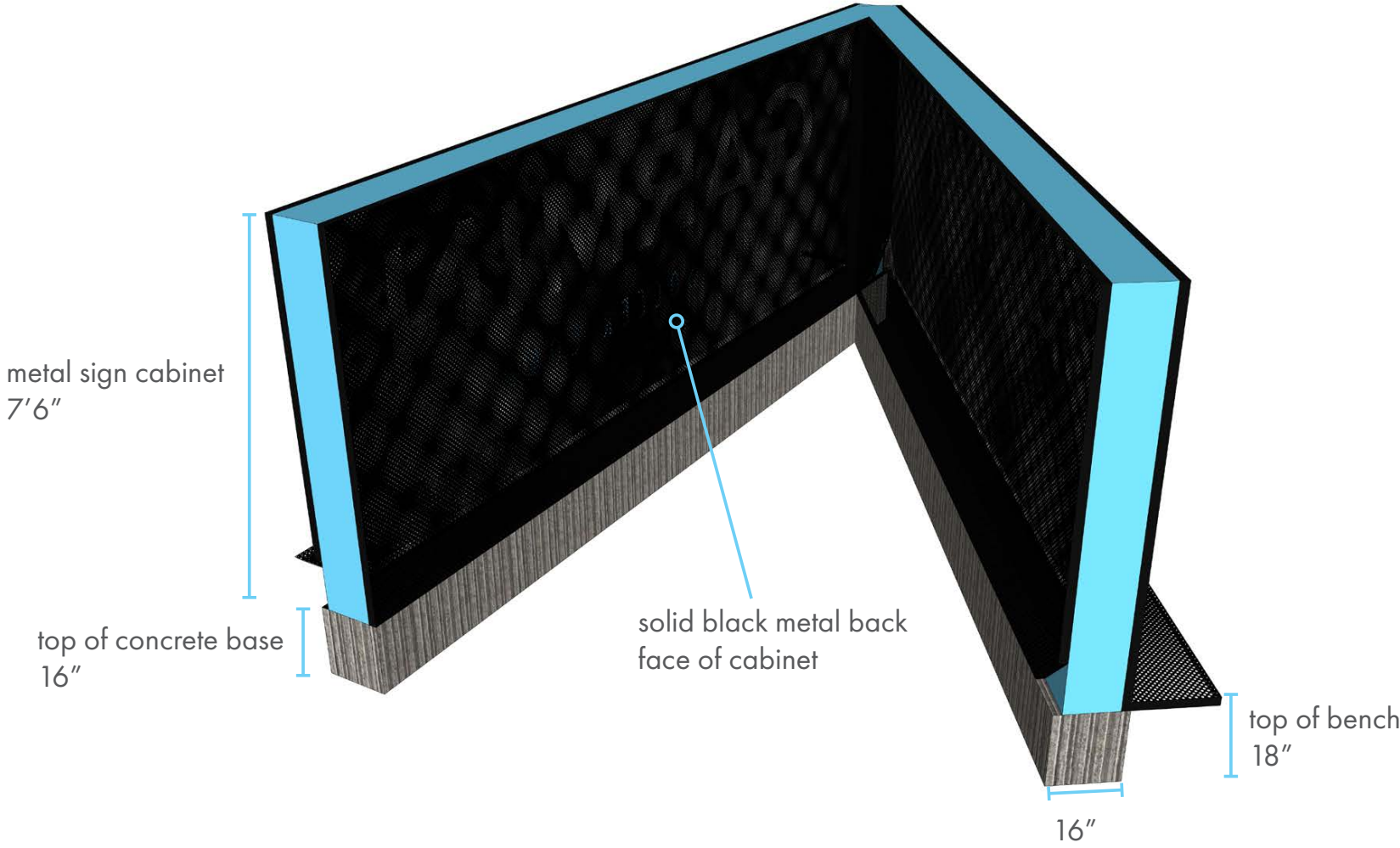
FOR INTENT ONLY
PLEASE FIELD VERIFY FOR
BEST LOCATION

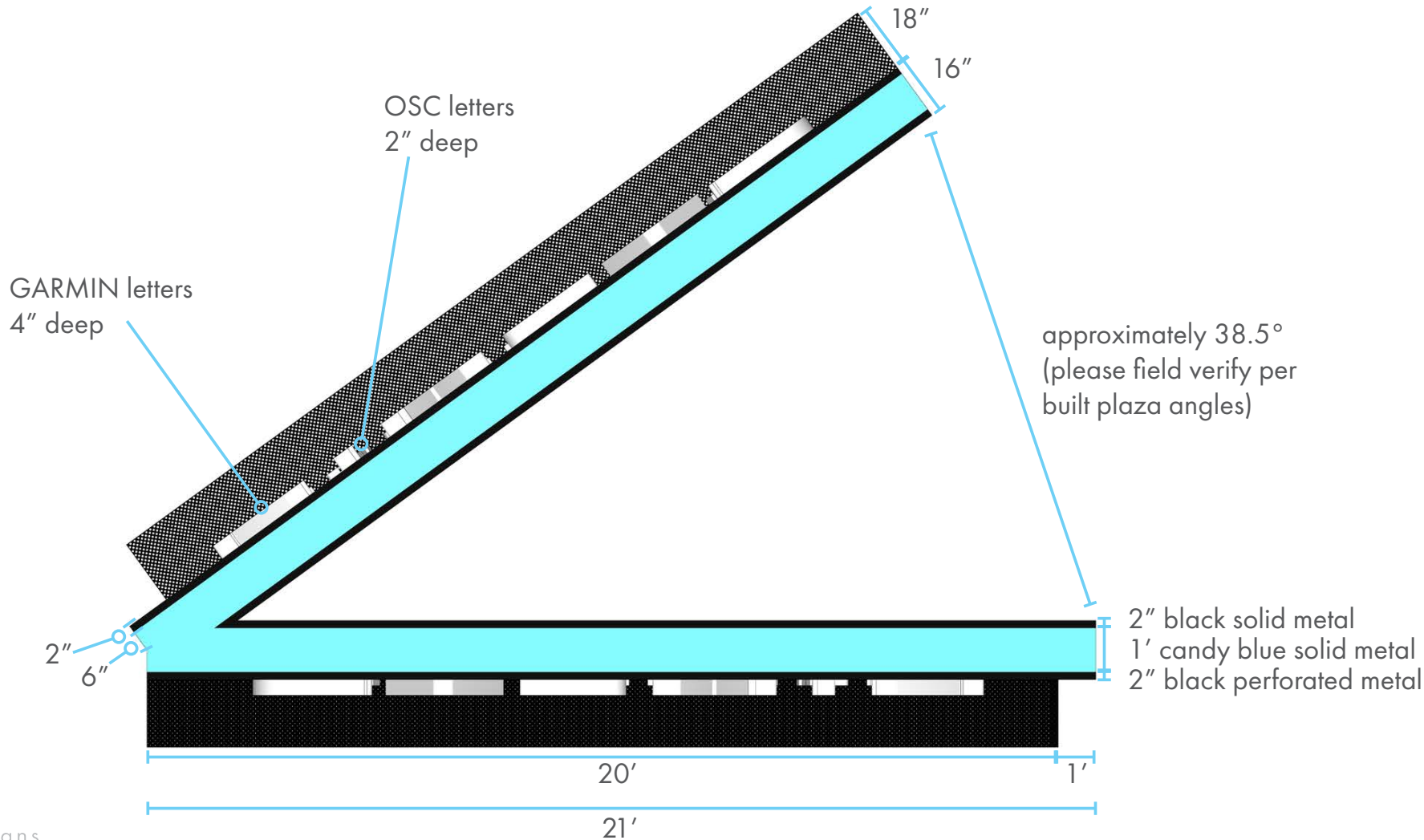


west entry
canopy









THANK YOU



City of Olathe
Planning Division

STAFF REPORT

Planning Commission Meeting: December 9, 2019

Application:	<u>PR19-0026</u>	Sign Package for Garmin Olathe Soccer Complex
Location:	Northwest of the intersection of Ridgeview Road and 106 th Street	
Owner:	Michael Christie; OSC, LLC	
Applicant:	Teresa Reicherter; Garmin	
Architect:	Dan Zeller; Gould Evans	
Staff Contact:	Zachary Moore, Planner II	

Site Area:	<u>47.1± acres</u>	Proposed Use:	<u>Sign Package</u>
Zoning:	<u>C-2 (Community Center)</u> <u>Commercial District</u>	Plat:	<u>Olathe Soccer Complex</u>

1. Comments:

The Unified Development Ordinance (UDO) provides two mechanisms for signage for developments; one is through sign permits adhering to UDO requirements, and the other is through a sign package, which provides a method to request an alternative sign plan in a comprehensive manner. Sign packages are often appropriate and used for developments with unique characteristics that the standard sign code may not address adequately. These characteristics may include items such as size of the overall development, lot characteristics, and the use and function of the site.

In this instance, the applicant has requested a sign package for the Garmin Olathe Soccer Complex (OSC). The Garmin OSC is a large outdoor recreation facility, with with nine (9) soccer fields and only two (2) smaller buildings located on the interior of the complex. This complex is over 47 acres in size and is significantly set back from both K-10 Highway and Ridgeview Road.

This request before you is for signage only, there are no changes to buildings, parking areas, or site layout from what is currently approved.



Aerial photo of Garmin Olathe Soccer Complex and Ridgeview Marketplace

2. Proposed Signage:

This sign package application for the Garmin Olathe Soccer Complex includes four proposed signs: one off-site monument sign along Ridgeview Road, two freestanding canopy signs at the entrances to the soccer fields, and a V-shaped monument sign at the western entrance to the fields. The applicant has submitted a project summary and design plans for the proposed signs as part of this sign package, which is included in this packet.



Location of Proposed Signage

- a. Off-site Monument Sign – One (1) of the signs requested is an off-site monument sign proposed along Ridgeview Road. The location of this sign will help direct drivers and navigate them appropriately to the entrance of the Garmin Olathe Soccer Complex.

This proposed sign is a total of 8 feet and 2 inches tall, with a cast in place concrete base and a metal mesh face, with white letters. The total square footage of the metal sign face is 86.71 square feet and the message area is a total of 28.9 square feet in size. An image of the proposed monument sign is included below, and staff is supportive of this sign request.

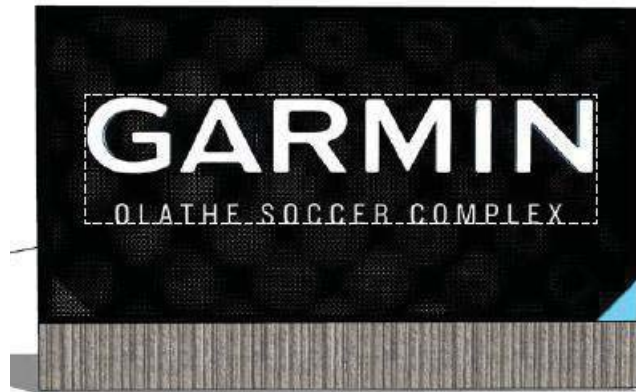


Image of proposed off-site monument sign



Garmin Olathe Soccer Complex property outlined in blue, location of off-site monument sign identified with a red star.

- b. Freestanding Canopy Signs – Freestanding canopies are located at both the western entrance and the eastern entrance to the fields at the southern portion of the Garmin Olathe Soccer Complex, with signs on each, facing the parking lots. These freestanding canopies and the signs on them help to identify the entrances to the main playing fields of the soccer complex. Each sign is a total of 53 square feet in size, and the total face of each canopy is 115 square feet, therefore the sign would be a total of 46% of the canopy face in lieu of the traditional 10%. An image of the proposed signs is provided on the next page.



Proposed freestanding canopy sign

In a typical scenario, the entrance to a building would generally be where a sign such as this is located. These canopies serve as the entry elements to the Garmin Olathe Soccer Complex. Staff finds the signs on each freestanding canopy to be appropriate.



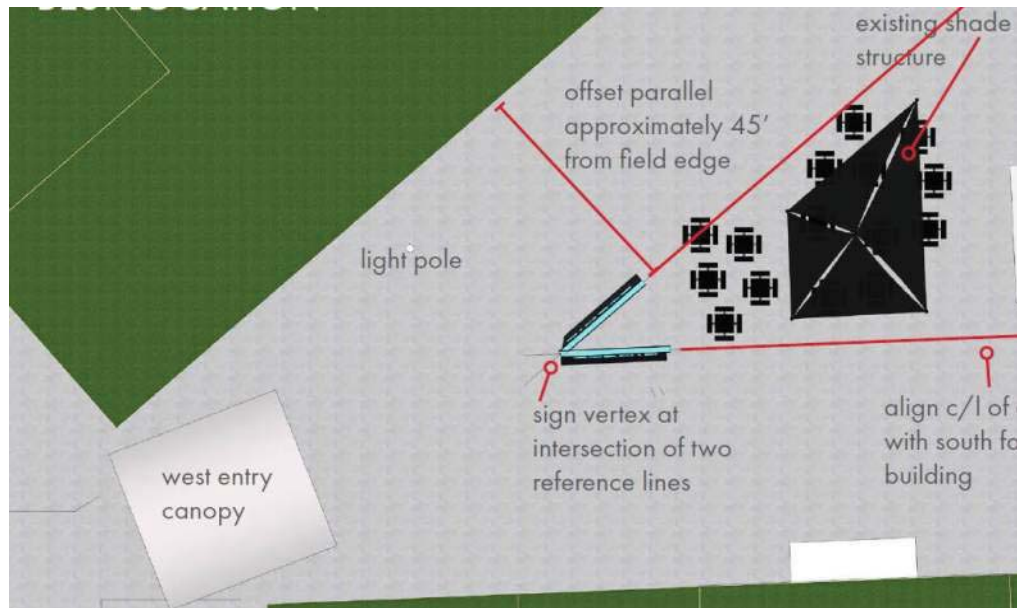
Location of freestanding canopies identified with red stars

- c. V-Shaped Sign – A V-Shaped monument sign is proposed just inside the field area near the western entrance by the small concessions building. This sign functions as an internal monument sign and incorporates the same materials and a similar design as the off-site monument sign referenced on page 3. The proposed sign is 8 feet and 10 inches tall, will have a face area of 185.43 square feet, will incorporate a perforated metal bench surface with a 16-inch cast-in-place concrete base (see below).



Image of proposed V-Shaped Sign

This proposed V-Shaped sign is unique in the fact that it is located on the interior of an outdoor recreation facility and will not be visible from the outside. Additionally, this sign can serve a function as an amenity to users of the Garmin OSC as there is a bench component. The V-Shaped sign will also help direct pedestrian traffic to walkways that lead to the playing fields. Staff is supportive of this sign, as it is internal to the 47± acre complex.



Aerial view of west entry to complex and location of proposed V-Shaped sign

3. Analysis for Sign Packages:

According to UDO, Section 18.50.190.W, deviations or exceptions to the standard sign code by way of a comprehensive sign package may be approved by the Planning Commission and City Council upon a finding that the following conditions are met:

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

The 47± acre Garmin Olathe Soccer Complex is an outdoor recreation facility that draws regional interest for league and tournament play. The complex also sets back from nearby major roadways, K-10 and Ridgeview Road. The signs included in this sign package will help to direct drivers and pedestrian to the site and its entrances.

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

Approval of this sign package will not have any adverse impact to the rights of adjacent property owners or residents. Three of the four proposed signs are internal to the site and will not be visible outside of the complex.

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

The sign code does not have specific allowances for outdoor recreation facilities. Strict application of the code would limit visibility of the Garmin Olathe Soccer Complex, resulting in difficulty in finding the site and its entrances.

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

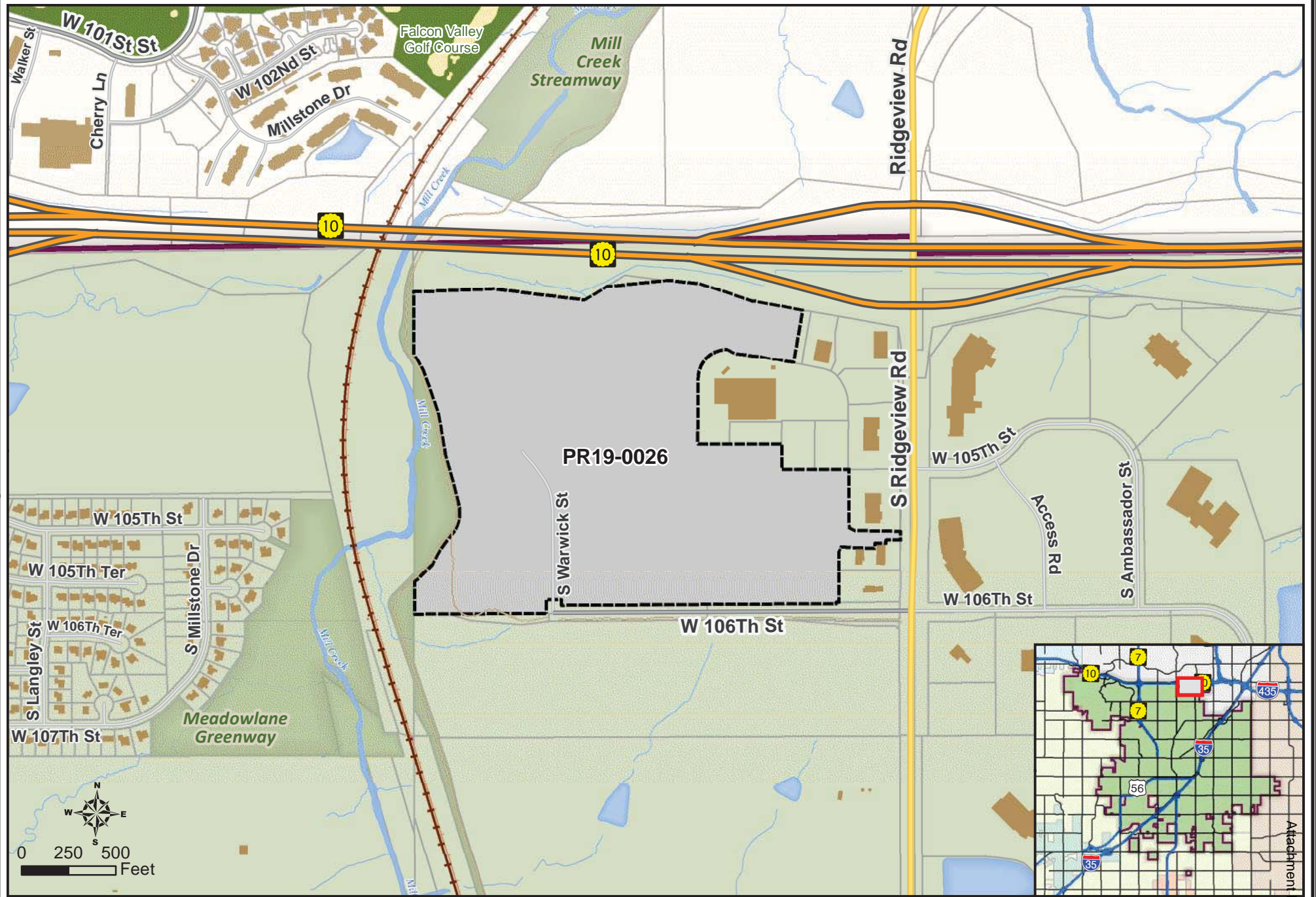
The proposed sign package does not pose a threat to the public health, safety or general welfare of the community. The sign along Ridgeview Road does not interfere with sight distance for drivers.

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

The proposed sign package including four signs for the Garmin Olathe Soccer Complex does not conflict with the general intent of the UDO requirements for signage. The proposed signs will provide better direction and identification of entrances to the complex.

4. Recommendation:

Staff recommends approval of the sign package for Garmin Olathe Soccer Complex (PR19-0026) as submitted and dated November 25, 2019.



SIGN PACKAGE FOR THE OLATHE SOCCER COMPLEX **PR19-0026**



User: jaredmd
 Date: 12/04/2019



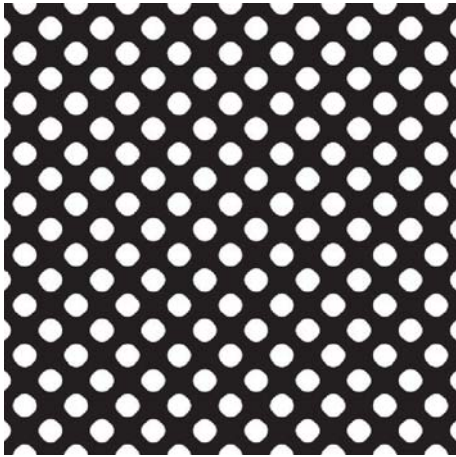
Attachment B

GARMIN OLATHE SOCCER COMPLEX

sponsorship branding

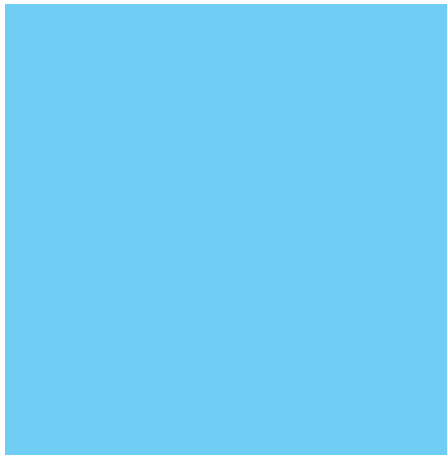
[illegible]

MATERIAL PALETTE

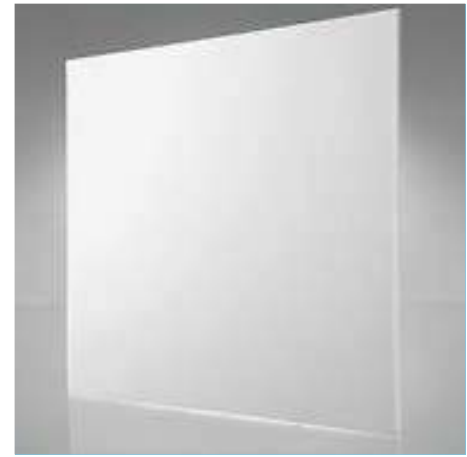


METAL MESH

match existing



CANDY BLUE



WHITE PLEX

SIGNAGE SQUARE FOOTAGE

GATEWAY SIGN



53 sq. ft.
each face

RIDGEVIEW SIGN



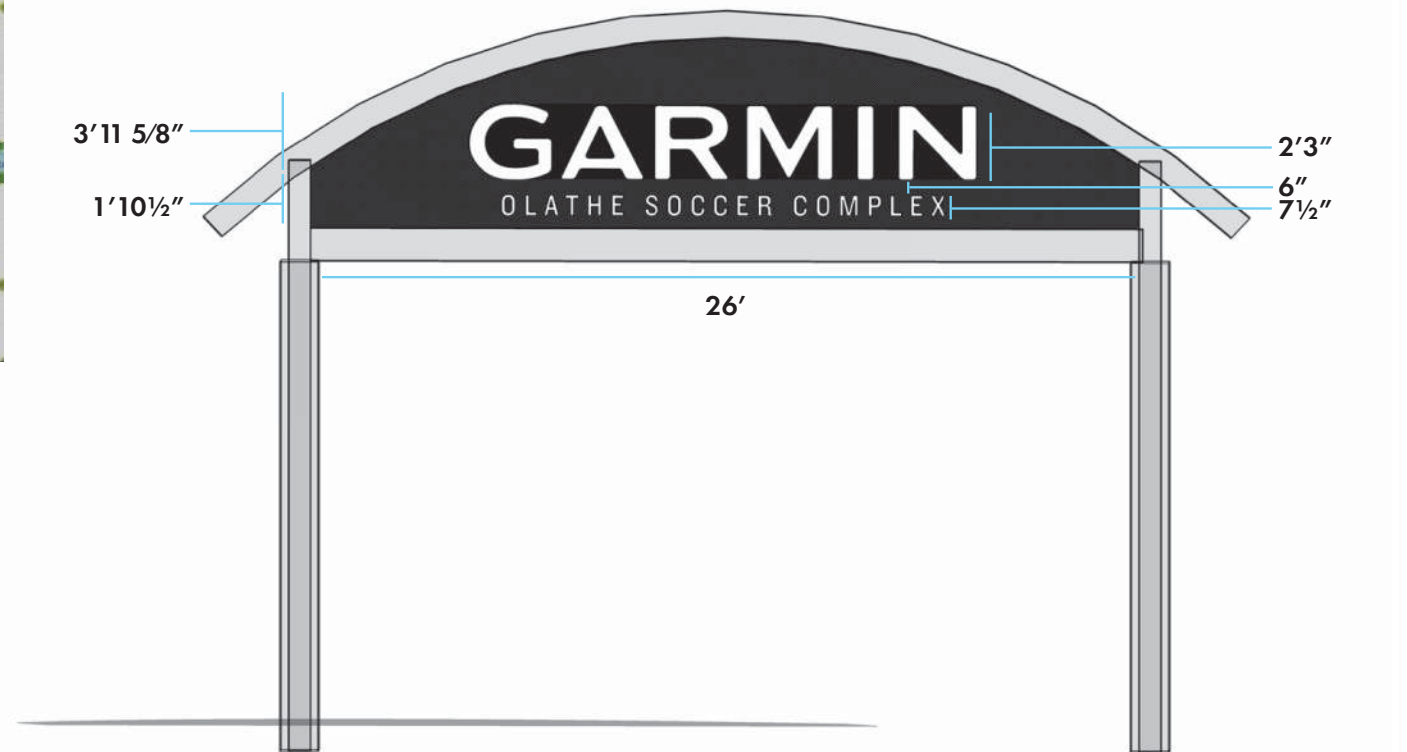
28.9 sq. ft.
each face

V SHAPED SIGN

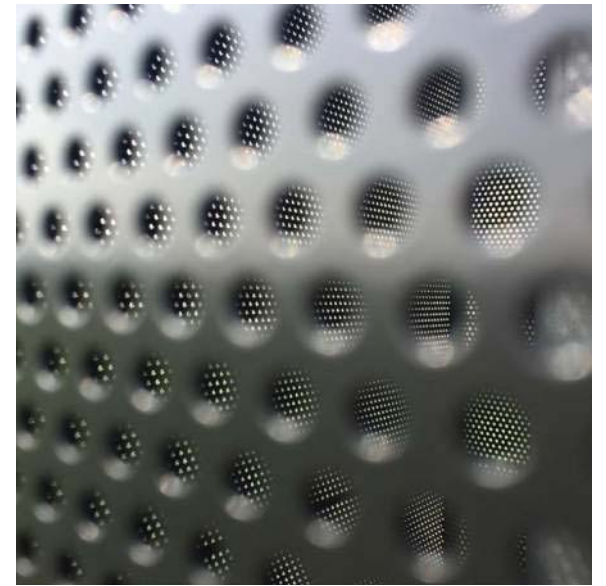


64.5 sq. ft.
each face

FIELD ENTRIES



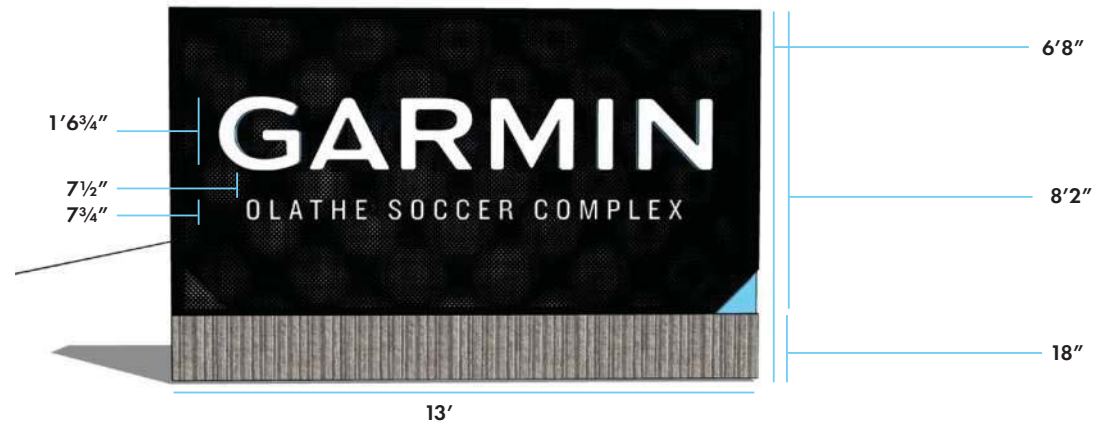
metal perforation details



gouldevans



COMPLEX ENTRY SIGN: RIDGEVIEW



CANDY BLUE METAL PROFILE
ON SIDES AND TOP



PLAZA: V SHAPE SIGN

GARMIN letters
2'4" tall
bottom of letters
5' above plaza

OSC letters
8" tall
bottom of letters
3'6" above plaza

plaza surface



6'5"

8'10"

1' candy blue reveal

16"

FOR INTENT ONLY
PLEASE FIELD VERIFY FOR
BEST LOCATION

light pole

offset parallel
approximately 45'
from field edge

existing shade
structure

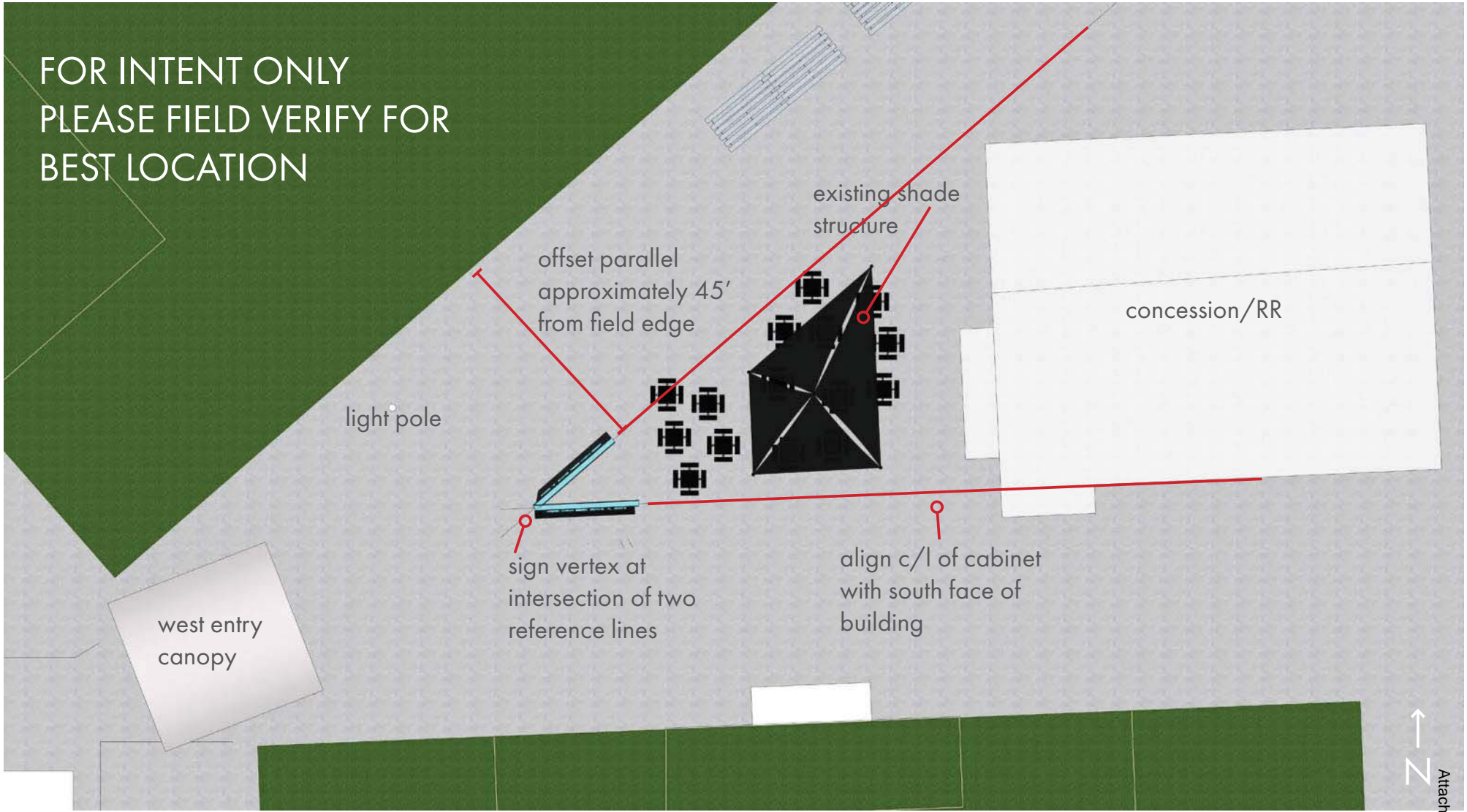
concession/RR

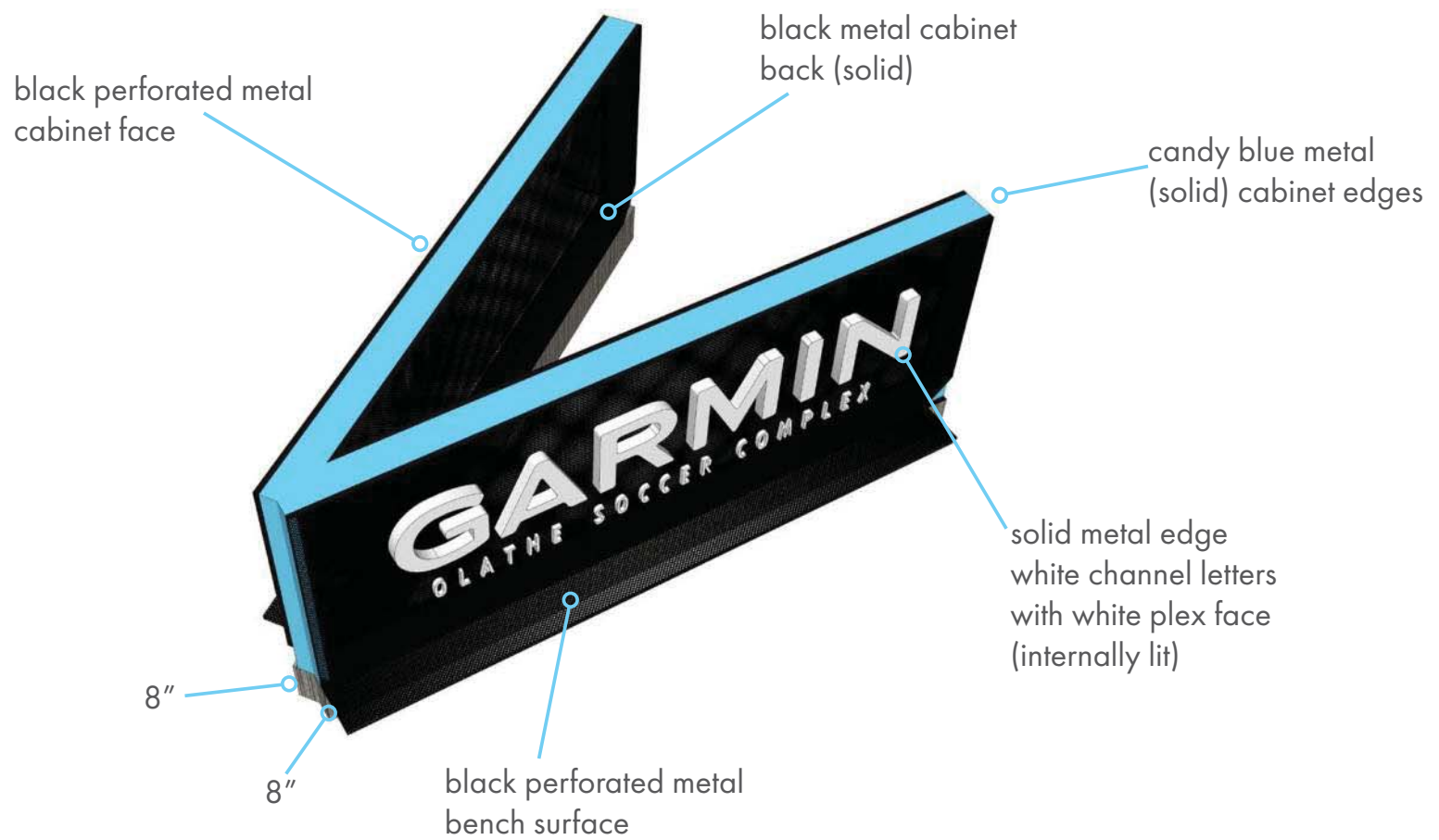
west entry
canopy

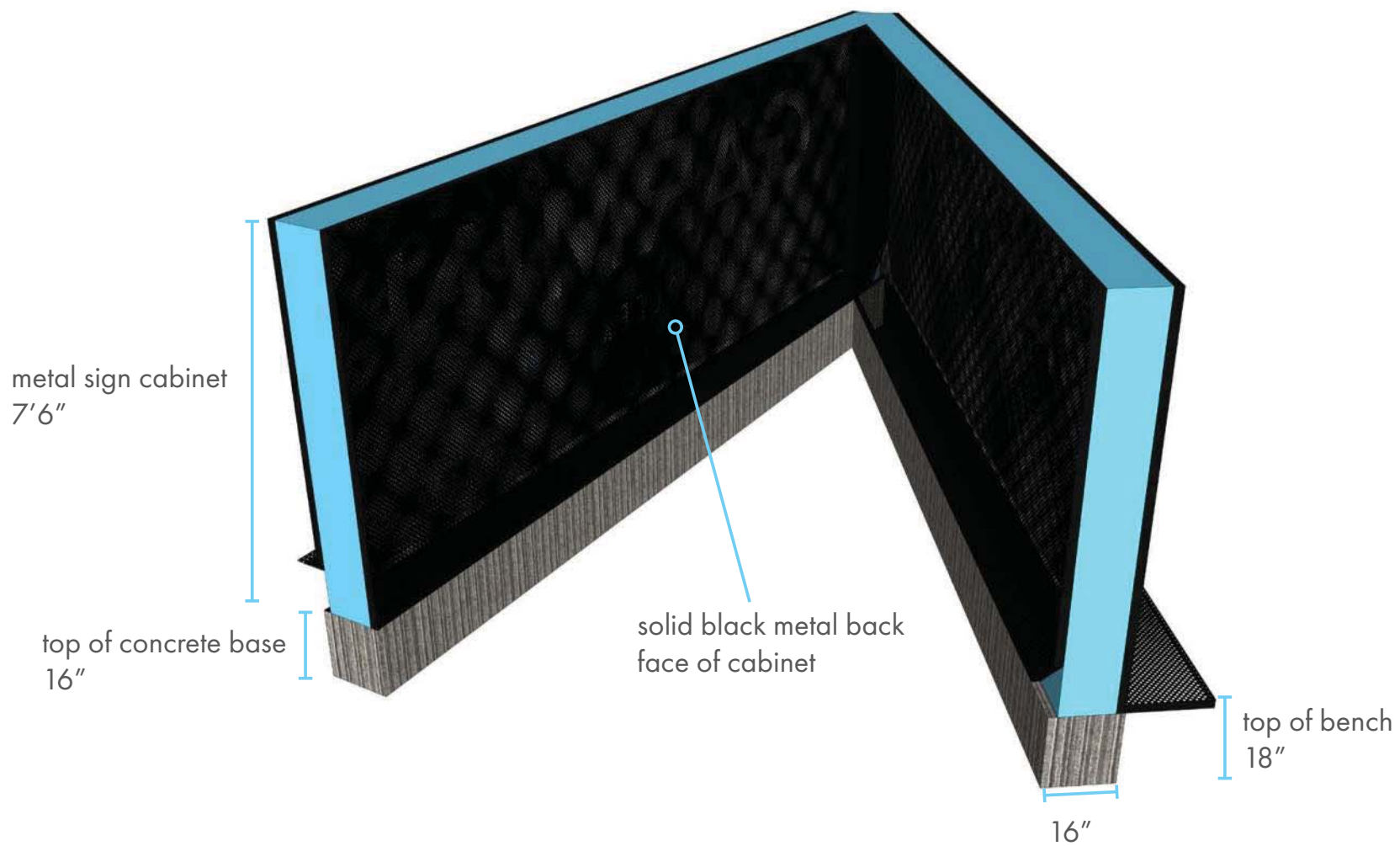
sign vertex at
intersection of two
reference lines

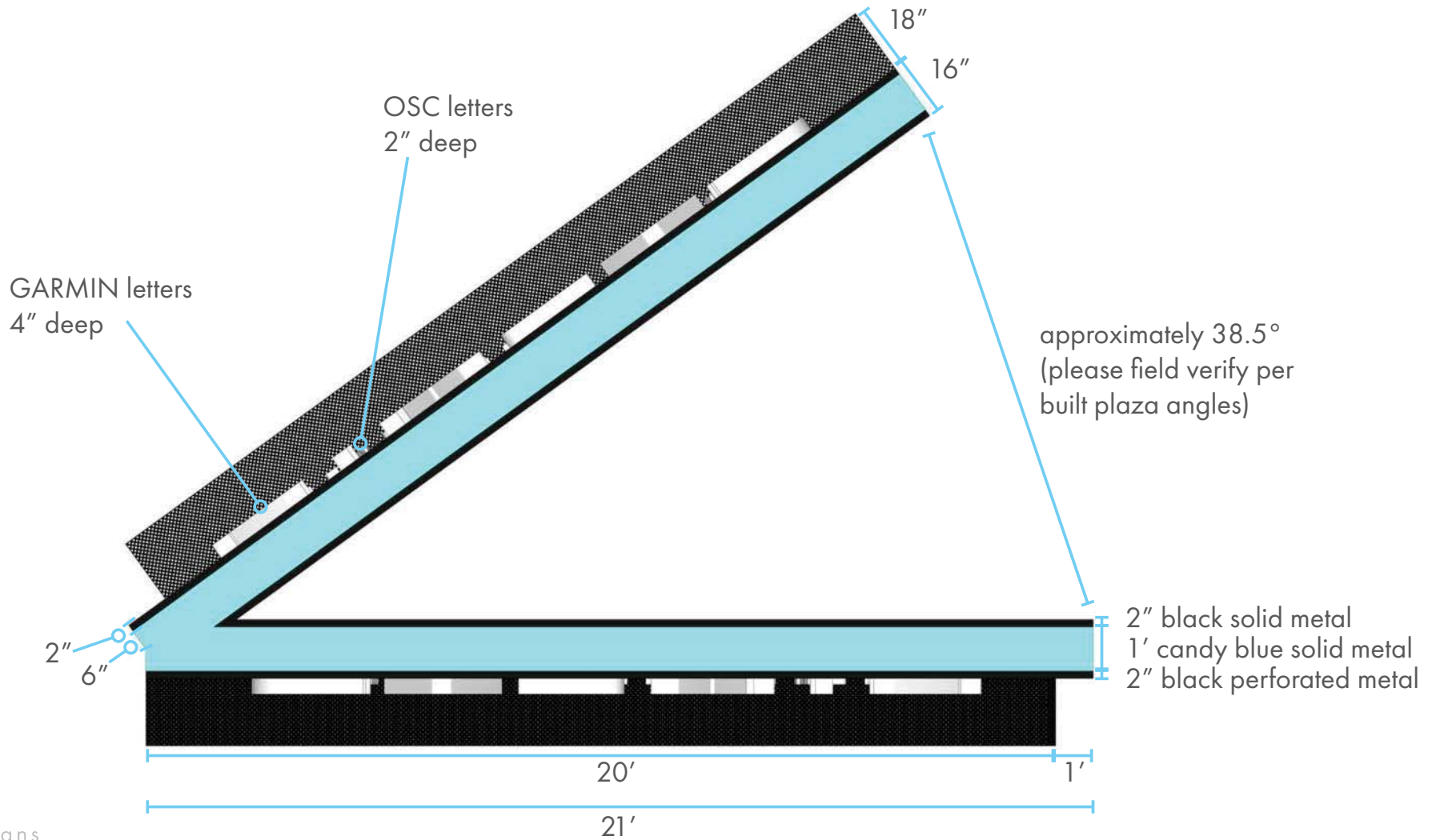
align c/l of cabinet
with south face of
building

↑
N
Attachment B









THANK YOU



Planning Division

MINUTES**Planning Commission Meeting: December 9, 2019**

Application:	<u>PR19-0026</u>	Sign Package for Garmin Olathe Soccer Complex
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This item was removed from the Consent Agenda at the request of Chair Vakas.

Zachary Moore, Planner II, addressed the application for a sign package for the Garmin Olathe Soccer Complex located northwest of the intersection of 106th Street and South Ridgeview Road. He stated that the sign package includes four new signs – two gateway canopy signs; a v-shaped sign; and a monument sign along Ridgeview Road. He described the material make-up and installation of each sign. Staff recommends approval of this application.

There were no questions for staff. **Chair Vakas** called for motion.

Motion that PR19-0026 be recommended for approval per staff's recommendation was made by Comm. Fry and seconded by Comm. Allenbrand.

Staff recommends approval of the sign package for Garmin Olathe Soccer Complex (PR19-0026) as submitted and dated November 25, 2019.

Motion passed 9-0.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Consideration of Consent Calendar

ITEM DESCRIPTION:

Consideration of Consent Calendar.

SUMMARY:

Consent Calendar consists of Project Completion Certificate for Public Works project.

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Approve Consent Calendar for January 7, 2020

ATTACHMENT(S):

A: Consent Calendar

City Council Information Sheet

Date: January 7, 2020

ISSUE: Consent Calendar for: January 7, 2020

DEPARTMENT: Public Works

SUMMARY:

1) PROJECT COMPLETION CERTIFICATES

a) Fallbrook 4th Plat – 3-D-127-17 – Storm Sewers

2) CHANGE ORDERS

a) none

3) FINAL PAYMENT TO CONTRACTORS

a) none

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



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the 2020 Street Preservation Program, PN 3-P-000-20.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1003 authorizing the 2020 Street Preservation Program, PN 3-P-000-20.

SUMMARY:

The 2020 Street Preservation Program will include the following projects:

Santa Fe Street Arterial Mill and Overlay Project - Kansas City Road to I-35. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash. Constructed in conjunction with the Santa Fe and Ridgeview Road Intersection Improvements.

127th Street Arterial Mill and Overlay Project - Moore Avenue to Black Bob Road. The project funding consists of CIP Fund Cash, Street Maintenance Sales Tax Cash and Johnson County CARS Program.

Ridgeview Road Arterial Mill and Overlay Project - 151st Street to 159th Street. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Old 56 Highway Arterial Mill and Overlay Project - 151st Street to Lone Elm Road. Alternate Project. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Cedar Creek Parkway Arterial Mill and Overlay Project - K-10 Highway to the south end. Alternate Project. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Local and Collector Street Mill and Overlay Projects - See street list exhibits and map locations. The project includes 68 street locations totaling 28 lane miles. The project funding consists of G. O. Bond, CIP Fund Cash and Street Maintenance Sales Tax Cash.

Micro Surface Project - See street list exhibits and map locations. The project includes Type II Micro Surface on approximately 156 streets, totaling 61 lane miles. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

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

Street Maintenance Crack Sealing Project - Crack sealing materials for approximately 250 lane miles

MEETING DATE: 1/7/2020

to be applied by Street Maintenance Crews.

Design costs for 2021 Arterial Mill and Overlay Projects will utilize 2020 CIP Fund Cash and/or Street Maintenance Sales Tax Funds. The following projects are currently included, but are not limited to:

Mur-Len Road, Santa Fe Street to Rogers Road
159th Street, US-169 Highway to Brougham Drive
Ridgeview Road, Sheridan Street to Santa Fe Street

Alternate Streets are included in the Street Listings for the Local and Collector Mill and Overlay and Micro Surface Projects. The alternate streets are not included in the total number of primary streets and lane miles listed above with each project. These alternate streets are authorized for construction but not currently scheduled for construction. If upon completion of the scheduled primary streets adequate funding remains to construct some or all alternate streets, these streets may be added for construction by a change order to an existing project or bid as a separate project.

FINANCIAL IMPACT:

Funding for the 2020 Street Preservation Program includes:

CIP Fund Cash	\$ 2,200,000
CPR Fund Cash	\$ 800,000
G.O. Bonds	\$ 1,000,000
Street Maintenance Sales Tax	\$ 9,000,000
<u>Johnson County Assistance Road System (CARS)</u>	<u>\$ 600,000</u>
Total:	\$13,600,000

ACTION NEEDED:

Approval of Resolution No. 20-1003 authorizing the 2020 Street Preservation Program, PN 3-P-000-20.

ATTACHMENT(S):

- A: Resolution and Street List Exhibits
- B: Project Location Map

RESOLUTION NO. 20-1003

A RESOLUTION AUTHORIZING THE 2020 STREET PRESERVATION PROGRAM, PN 3-P-000-20.

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

SECTION ONE: Pursuant to the authority of Charter Ordinance No. 74 of the City, the Governing Body hereby authorizes the 2020 Street Preservation Program. Such program shall rehabilitate the following streets in the City of Olathe:

Santa Fe Street Arterial Mill and Overlay Project – Kansas City Road to I-35. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash. The project will be bid and constructed in coordination with the Santa Fe and Ridgeview Geometric Improvements Project.

127th Street Arterial Mill and Overlay Project – Moore Avenue to Black Bob Road. The project funding consists of CIP Fund Cash, Street Maintenance Sales Tax Cash and Johnson County CARS Program.

Ridgeview Road Arterial Mill and Overlay Project – 151st Street to 159th Street. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Old 56 Highway Arterial Mill and Overlay Project – 151st Street to Lone Elm Road. Alternate Project. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Cedar Creek Parkway Arterial Mill and Overlay Project – K-10 Highway to the south end. Alternate Project. The project funding consists of CIP Fund Cash and Street Maintenance Sales Tax Cash.

Local and Collector Street Mill and Overlay Projects – See street list exhibits for (**Exhibit A**). The project includes 68 streets totaling 28 lane miles. The project funding consists of General Obligation (G.O.) Bonds, CIP Fund Cash and Street Maintenance Sales Tax Cash.

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

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

Street Maintenance Crack Sealing Project – Crack sealing materials for approximately 250 lane miles to be applied by Street Maintenance Crews. The project funding consists of Street Maintenance Sales Tax Cash.

Design of 2021 Arterial Mill and Overlay Projects – Design costs for 2021 Arterial Mill and Overlay Projects will utilize 2020 CIP Fund Cash and/or Street Maintenance Sales Tax Funds. The following projects are currently included, but are not limited to:

Mur-Len Road, Santa Fe Street to Rogers Road
159th Street, US-169 Highway to Brougham Drive
Ridgeview Road, Sheridan Street to Santa Fe Street

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

SECTION TWO: The cost for completing the projects listed in Section One is \$13,600,000. Funds to pay for the projects shall come from the following sources:

CIP Fund Cash	\$ 2,200,000
CPR Fund Cash	\$ 800,000
G.O. Bonds	\$ 1,000,000
Street Maintenance Sales Tax	\$ 9,000,000
<u>Johnson County Assistance Road System (CARS)</u>	<u>\$ 600,000</u>

TOTAL \$13,600,000

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

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

SECTION FIVE: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 7th day of January 2020.

SIGNED by the Mayor this 7th day of January 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

2020 Local and Collector Street Mill and Overlay Project- Group A

STREET	FROM/TO
West Sheridan Street	Parker to Troost
West Sheridan Street	Troost to Grant
South Sherman Avenue	Oak to Sheridan
South Sherman Avenue	Sheridan to Wabash
South Troost Street	Sheridan to Dennis
South Troost Street	Sheridan to Troost
West Larkspur Place	Honeysuckle to Troost
South Lee Avenue	Sheridan to Wabash
West Little Street	Grant to Lee
West Wabash Street	Troost to Grant
South Troost Street	Edgemere to Wabash
South Weaver Street	Oak to Dennis
South Weaver Street	Sheridan to Oak
South Edgemere Court	Honeysuckle to Southwest End Cul-de-sac
South Edgemere Drive	Sheridan to Edgemere Court
South Edgemere Drive	Sheridan to Wabash
South Edgemere Drive	Edgemere Court to Troost
West Oak Street	Troost to Grant
West Poor Street	Weaver to Grant
South Grant Street	Dennis to Sheridan
South Grant Street	Sheridan to Elm
South Grant Terrace	Sheridan to Grant
West Hershey Street	Troost to Lee
South Honeysuckle Drive	Sheridan to Troost
South Honeysuckle Drive	Troost to Sheridan
South Keeler Street	Park to Cedar
South Keeler Street	Wabash to Dennis
South Keeler Street	Cedar to Wabash
East Loula Street	Ridgeview to Fir
East Loula Street	Emery to Keeler
East Loula Street	Water Street to Emery Street
East Loula Street	Keeler to Ridgeview
East Wabash Street	Keeler to West End Dead End (980 feet West)

2020 Local and Collector Street Mill and Overlay Project- Group B

STREET	FROM/TO
West 120th Terrace	Woodland to Cherry
West 121st Lane	Walnut to Woodland
West 122nd Terrace	Woodland to West End Cul-de-sac
South Cherry Lane	121st Lane to 120th Terrace
South Chestnut Street	121st Lane to 122nd Terrace
South Walnut Street	North End Cul-de-sac to South End Cul-de-sac
South Water Street	121st Lane to North End Cul-de-sac
South Alden Court	139th Street to North End Cul-de-sac
South Alden Street	135th Street to 138th Street
West 138th Street	Black Bob to Greenwood
West 138th Street	Greenwood to Pflumm
West 139th Street	Black Bob to 139th Street Intersection
South Darnell Street	139th Street to Northeast End Cul-de-sac
South Constance Court	139th Street to North End Dead End
West 139th Street	138th Street to South End Dead End
South Darnell Street	139th Street to East End Cul-de-sac
South Greenwood Street	138th Street to 135th Street
West 113th Street	Greenwood to Southwest End Cul-de-sac
West 113th Street	Greenwood to Rene
West 113th Terrace	Greenwood to West End Cul-de-sac
West 113th Terrace	Greenwood to Rene
West 114th Street	Greenwood to West Limits (Pavement Change)
West 114th Street	Greenwood to East End Cul-de-sac
West 115th Street	115th Street to Southeast End Cul-de-sac
West 114th Terrace	Greenwood to Widmer
West 115th Street	Greenwood to West End Cul-de-sac
West 115th Street	Greenwood to Pflumm
West 115th Terrace	Greenwood to West Limits (Pavement Change)
South Widmer Street	113th Terrace to Rene
South Greenwood Street	113th Street to Carriage
South Greenwood Street	College Boulevard to 113th Street
South Rene Street	113th Terrace to South End Cul-de-sac
South Rene Street	College Boulevard to South End Cul-de-sac
North Jan-Mar Court	Kansas City Road to South End Cul-de-sac
North Somerset Terrace	Mur-Len to 129th Street

2020 Local and Collector Street Mill and Overlay- Alternate Streets

STREET	FROM/TO
South Robinson Drive	Old 56 Highway to South End
North Cooper Street	Santa Fe to Park
North Emma Street	Santa Fe to South End Cul-de-sac
East Wabash Street	Walker to East End Dead End
South Wabash Circle	North End Cul-de-sac to South End Cul-de-sac
South Walker Street	Cedar to South Bridge
South Sunset Drive	Windsor to Cedar (North Windsor Entrance)
South Sunset Drive	Dennis to Windsor (North Windsor Entrance)
East Cedar Street	Mahaffie to Sunset
South Shannan Lane	141st Terrace to 141st Drive
South Shannan Lane	141st Terrace to 143rd Street
South Shannan Lane	Shannan Lane to South End Cul-de-sac
South Acuff Street	Shannan to North End Cul-de-sac
South Alcan Street	Shannan to North End Cul-de-sac
West 141st Terrace	Shannan to Greenwood
West 142nd Street	West End Cul-de-sac to East End Cul-de-sac
West 142nd Terrace	East End Cul-de-sac to West End Cul-de-sac
West 141st Terrace	141st Terrace to South End Cul-de-sac
West Valley Road	Cedar Hills to West End Cul-de-sac
South Cathy Circle	Diane to West End Cul-de-sac
South Cedar Hills Drive	Dennis to Valley
South Cedar Hills Drive	Valley Road to Southeast End Cul-de-sac
South Wyckford Road	Dennis Avenue to Dennis Avenue
West Dennis Avenue	Dennis to South End Cul-de-sac (West)
West Dennis Avenue	Dennis to South End Cul-de-sac (East)
South Diane Drive	Dennis to North End Cul-de-sac
South Palmer Lane	Palmer Drive to Palmer Drive
South Palmer Drive	Palmer Lane to Palmer Lane
South Palmer Drive	Dennis to Palmer Lane
South Cedar Hills Drive	Dennis to Valley
West Valley Road	Cedar Hills to West End Cul-de-sac
South Cedar Hills Drive	Valley Road to Southeast End Cul-de-sac

EXHIBIT B**2020 MAQS Micro Surface Project**

STREET	FROM/TO
East Salem Lane	Ridgeview Road to Clairborne Road
South Seminole Court	141st Street to North End Cul-de-sac
South Sheridan Bridge Circle	Sheridan Bridge Lane to South End Cul-de-sac
South Sheridan Bridge Court	Sheridan Bridge Lane to South End Cul-de-sac
East Sheridan Bridge Lane	Ridgeview to Lindenwood
South Sheridan Bridge Place	Sheridan Bridge Lane to South End Cul-de-sac
East Sleepy Hollow Circle	Sleepy Hollow Drive to Southeast End Cul-de-sac
East Sleepy Hollow Drive	Ridgeview to Wells Fargo
East Sleepy Hollow Drive	Winterbrooke to Wells Fargo
West Spruce Street	Olathe View to Normandy
West Spruce Street	Olathe View to Poplar
West Spruce Street	Normandy to West End Dead End
East Stagecoach Drive	Ridgeview to Winterbrooke
South Stagecoach Place	Stagecoach to Sleepy Hollow
South Summertree Circle	124th Street to North End Cul-de-sac
South Summertree Lane	125th Street to 126th Terrace
North Sunset Drive	Yesteryear to Harold
East Sunvale Drive	Ridgeview to Stratford
South Sycamore Street	125th Street to 127th Street
North Julia Street	126th Street to South End Cul-de-sac
West 112th Street	Penrose to 113th Street
West 113th Street	Penrose to Southeast End Cul-de-sac
West 113th Street	113th Street to Northeast End Cul-de-sac
West 113th Terrace	Penrose to Northwest End Dead End
West 114th Street	Millview to Ridgeview
West 114th Street	114th Street to North End Cul-de-sac
West 114th Terrace	Hunter to 114th Street
West 115th Street	Ridgeview to Bell Court Drive
West 118th Street	Rene to Pflumm
North Anne Shirley Drive	Prince Edward Island to South End Cul-de-sac
North Annie Street	Hunter to South End Cul-de-sac
West 124th Street	Mur-Len to 123rd Street
West 124th Terrace	Arapaho to West End Cul-de-sac
West 124th Circle	Sycamore to Brougham
West 124th Circle	124th Circle to South End Cul-de-sac (West)
West 124th Circle	124th Circle to South End Cul-de-sac (East)
West 125th Street	Mur-Len to Sycamore (Includes First West Cul-de-sac)
East 125th Street	Lucy Montgomery Way to Ridgeview

West 125th Street	Sycamore to Brougham
West 125th Circle	125th Street to North End Cul-de-sac
West 125th Terrace	Sycamore to East End Cul-de-sac
West 125th Terrace	Sycamore to Summertree
West 125th Place	Sycamore to Cottonwood
West 125th Court	North End Cul-de-sac to South End Cul-de-sac
East 126th Street	Sunset to 125th Street
West 126th Street	Brougham to Sycamore (Includes Cul-de-sac)
West 126th Street	Sycamore to Summertree
North Hunter Drive	Hunter to Southeast End Cul-de-sac
West 126th Terrace	Mur-Len to Sycamore
East 126th Terrace	Nelson to East End Cul-de-sac
South Avalon Lane	Sheridan Bridge to Meadow (Including Cul-de-sac)
West 140th Terrace	141st Street to Brougham
West 141st Street	140th Terrace to Brougham
West 143rd Terrace	Blackfeather to East End Cul-de-sac
West 144th Street	Brougham to Blackfoot
West 144th Terrace	Blackfeather to Black Bob
West 144th Terrace	Blackfoot to Southeast End Cul-de-sac
West 145th Terrace	Blackfoot to Brougham
West 146th Street	Blackfoot to Brougham
West 146th Terrace	Brougham to Black Bob
West 146th Circle	146th Terrace to 146th Terrace
West 112th Street	Penrose to Penrose
East Prairie Street	Rawhide to 515' West
East Haven Lane	Clairborne to Southeast End Parking Lot
	Olathe View to West End Dead End (127' West of Chambery)
West Prairie Street	146th Terrace to North End Cul-de-sac (East)
West 146th Terrace	146th Terrace to North End Cul-de-sac (West)
West 146th Terrace	Kaw to West End Cul-de-sac
South Kaw Drive	Kaw to East End Cul-de-sac
South Kaw Drive	Olathe View to West End Cul-de-sac (South)
North Olathe View Road	Olathe View to West End Cul-de-sac (North)
North Olathe View Road	Winterbrooke to West End Cul-de-sac
South Winterbrooke Drive	Sheridan Bridge to Southeast End Cul-de-sac
East Sheridan Bridge Lane	Locust to Northwest End Cul-de-sac
South Locust Street	Briarwood to North End Cul-de-sac
West Briarwood Court	Blackfeather to Northeast End Cul-de-sac
South Twilight Lane	146th Terrace to North End Cul-de-sac
South Twilight Lane	144th Terrace to North End Cul-de-sac
South Twilight Court	Blackfeather to 144th Terrace
South Kaw Drive	

South Kaw Drive	144th Terrace to 147th Street
North Anne Shirley Drive	Pineview to Prince Edward Island
South Blackfeather Street	143rd to South End Cul-de-sac
South Blackfoot Court	141st Street to North End Cul-de-sac
South Blackfoot Drive	146th Terrace to North End Cul-de-sac
West Briarwood Court	Edinburgh to Locust
South Brougham Drive	124th Terrace to 127th Street
South Burch Street	116th Street to Penrose
South Blackfeather Street	Blackfeather to East End Cul-de-sac
South Lennox Street	116th Street to North End Cul-de-sac
South Lennox Drive	Sunvale to Stratford
South Lennox Drive	Stagecoach to South End Cul-de-sac
South Lennox Drive	Stagecoach to North End Cul-de-sac
South Locust Circle	124th Street to North End Cul-de-sac
South Locust Street	Sycamore to Brougham
South Locust Street	125th Street to 126th Terrace
North Lucy Montgomery Way	Green Gables to Marilla
North Lucy Montgomery Way	Anne Shirley Drive to West End Cul-de-sac
East Cambridge Street	Ridgeview to Clairborne
East Cavendish Trail	Green Gables to Charlotte Town
East Cedar Place	Clairborne to East End Cul-de-sac
North Chambery Drive	Spruce to Prairie
East Charlotte Town Road	Lucy Montgomery Way to Pineview
South Clairborne Road	Stagecoach to South End Cul-de-sac
South Clairborne Road	Rogers to Sheridan
South Clairborne Road	Santa Fe to Rogers
East College Way	Lindenwood to Rogers
South Cottonwood Drive	125th Street to 126th Street
East Wells Fargo Drive	Ridgeview to Sheridan Bridge
South Winchester Street	Parkwood to Southwest End Cul-de-sac
South Winterbrooke Drive	Sheridan to Stagecoach
South Wood Lane	Willow to Penrose
North Marilla Lane	Prince Edward Island to Yesteryear
East Meadow Lane	Montebello Orleans (2nd Intersection)
East Meadow Lane	Ridgeview to Montebello
South Millview Circle	Mill View Road to Southeast End Cul-de-sac
South Millview Road	Northwood to North End Dead End
South Montebello Lane	Sheridan Bridge to Meadow
West Mulberry Street	Olathe View to Forest
South Bell Court Drive	116th Street to 115th Street
East Yesteryear Street	Northeast End Cul-de-sac to Southwest End Cul-de-sac
South Nelson Road	Harold to Northgate
East New London Street	Nelson to Anne Shirley

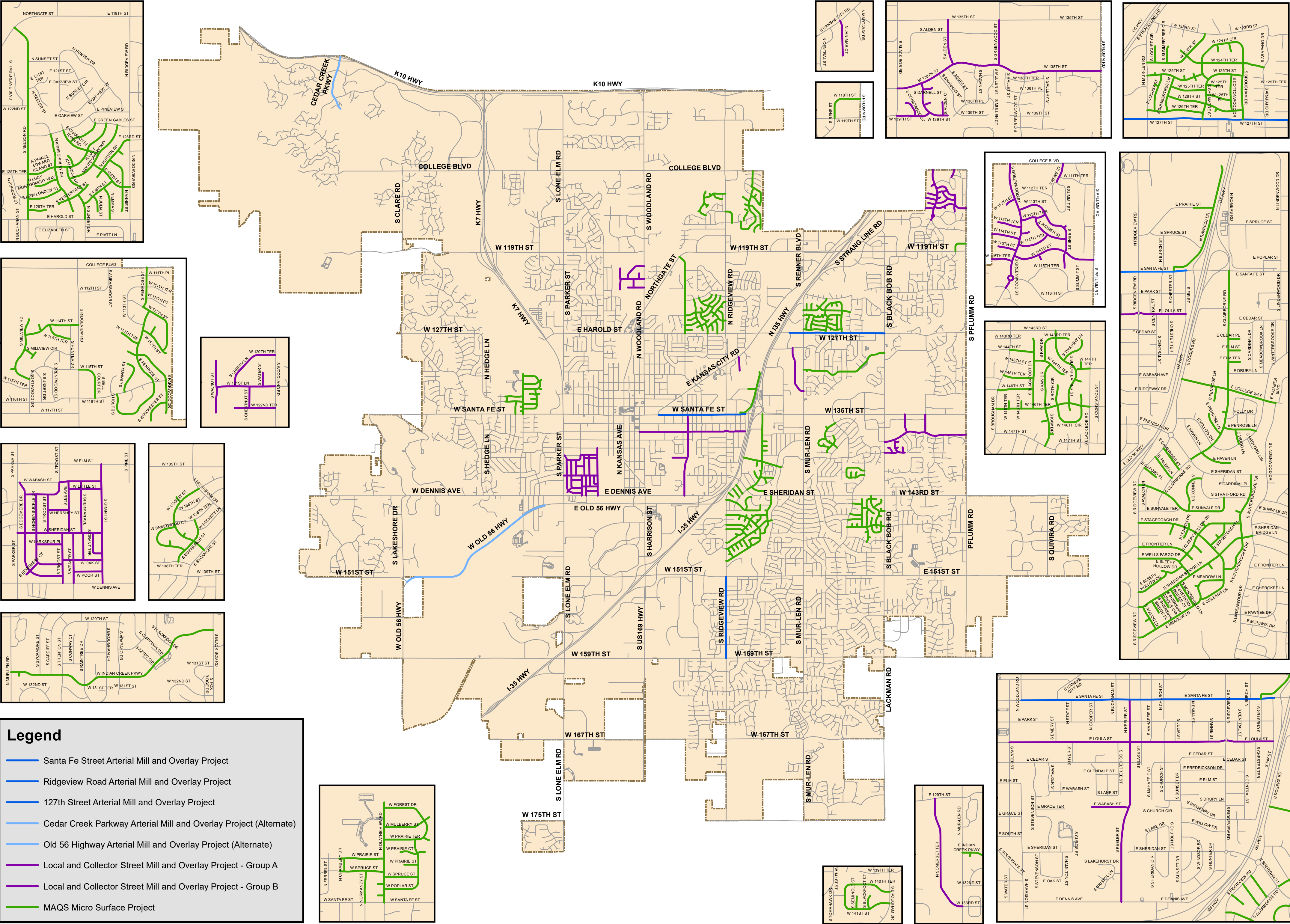
North Normandy Street
North Hunter Drive
South Edinburgh Street
East Elm Street
East Elm Terrace
North Emma Street
North Olathe View Road
East Orleans Drive
East Oxford Place
West Forest Drive
East Frontier Lane
South Parkwood Drive
South Parkwood Drive
East Penrose Lane
East Penrose Lane
South Penrose Lane
South Penrose Street
South Penrose Street
West Poplar Street
West Poplar Street
West Poplar Street
West Prairie Court
West Prairie Court
West Prairie Street
West Prairie Terrace
West Prairie Terrace
West Prairie Terrace
North Prince Edward Island Street
North Prince Edward Island Street
North Rawhide Drive
South Rene Street
South Roth Circle
West Indian Creek Parkway
South Sycamore Street

Santa Fe to Spruce
Ridgeview to Southwest End Cul-de-sac
136th Terrace to 138th Terrace
Clairborne to East End Cul-de-sac
Clairborne to East End Cul-de-sac
126th Street to Harold
Santa Fe to North End Dead End
Winterbrooke to Meadow (2nd Intersection)
Ridgeview to Southeast End Cul-de-sac
Olathe View to Mulberry
Ridgeview to East End Cul-de-sac
116th Street to South End Cul-de-sac
116th Street to Northwest End Cul-de-sac
Clairborne to Northwest End Cul-de-sac
Clairborne to Willow
College Way to South End Cul-de-sac
College Boulevard to 112th Street
112th Street to Burch
Olathe View to Spruce
Spruce to Prairie Court
Prairie Terrace to Prairie Court
Poplar to East End Cul-de-sac
Poplar to West End Cul-de-sac
Poplar to West End Cul-de-sac
Olathe View to Poplar
Poplar to Mulberry
Prairie Terrace to Southeast End Cul-de-sac
Nelson to Green Gables
Prince Edward Island to North End Cul-de-sac
Santa Fe to North End Limit
118th Street to 119th Street
146th Terrace to North End Cul-de-sac
Mur-Len to Black Bob
125th Street to 124th Terrace

2020 MAQS Micro Surface Project- Alternates

STREET	FROM/TO
West 122nd Street	Blackfoot to Fox Ridge
West 123rd Street	Black Bob to West End
South Twilight Lane	123rd Street to South End
South Fox Ridge Drive	121st Terrace South End
West 121st Terrace	Blackfoot to Fox Ridge
West 122nd Terrace	Blackfoot to Fox Ridge
South Blackfoot Drive	123rd to 121st Terrace
West 168th Place	Kimble to West End Dead End
South Bradley Drive	169th Place to 168th Place
West 169th Place	South Mur-Len to 168th Terrace
West 168th Place	Kimble to 167th Terrace
West 168th Terrace	169th Place to 169th Place
West 167th Terrace	Kimble to 168th Place
South Kimble Street	168th Place to 167th Street

2020 Street Preservation Program Location Map





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the 2020 Miscellaneous ADA Sidewalk Repair and Replacement Project, PN 3-C-093-20.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1004 authorizing the 2020 Miscellaneous ADA Sidewalk Repair and Replacement Project, PN 3-C-093-20.

SUMMARY:

This project provides for the repair and/or removal and replacement of sidewalk and sidewalk ramps throughout the City that are identified by the City Engineer or designee as not meeting Americans with Disabilities Act (ADA) requirements due to trip hazards, conditions, cross slopes, etc.

The 2020 Miscellaneous ADA Sidewalk Repair and Replacement Project provides funding for sidewalk ADA issues and/or citizen sidewalk complaints. This annual project allows the City of Olathe to pro-actively address known sidewalk issues, to respond more quickly to citizen sidewalk requests, and to improve transportation options for pedestrians and disabled populations throughout the City.

In 2019, the City of Olathe contracted for the repair and/or removal and replacement of almost 36,380 square feet of sidewalk, 228 linear feet of curb and 35 ADA sidewalk ramps throughout the City of Olathe, through the 2019 Miscellaneous ADA Sidewalk Repair and Replacement Project. Since the project started in 2018 almost 67,000 square feet of sidewalk, 580 linear feet of curb and gutter and 72 ADA sidewalk ramps with reported ADA concerns have been repaired or replaced.

Sidewalk work authorized under this project will begin in January 2020 and will be managed by the Street Maintenance Section of Public Works.

FINANCIAL IMPACT:

Funding for the 2020 Miscellaneous ADA Sidewalk Repair and Replacement Project, as approved in the 2019 Capital Improvement Plan, includes:

<u>GO Bonds</u>	<u>\$300,000</u>
Total	\$300,000

ACTION NEEDED:

Approval of Resolution No. 20-1004 authorizing the 2020 Miscellaneous ADA Sidewalk Repair and Replacement Project, PN 3-C-093-20.

ATTACHMENT(S):

A: Resolution

B: 2019 Sidewalk Repair Map

MEETING DATE: 1/7/2020

C: 2019 ADA Ramp Map

RESOLUTION NO. 20-1004

A RESOLUTION AUTHORIZING THE 2020 MISCELLANEOUS ADA SIDEWALK REPAIR AND REPLACEMENT PROJECT, PN 3-C-093-20.

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

SECTION ONE: Pursuant to the authority of Charter Ordinance No. 74 of the City, the Governing Body hereby authorizes the 2020 Miscellaneous ADA Sidewalk Repair and Replacement Project; PN 3-C-093-20 (the "Project"). Said Project will include repair and/or removal and replacement of sidewalk and sidewalk ramps throughout the City that are identified by the City Engineer or designee as not meeting Americans with Disabilities Act (ADA) requirements due to trip hazards, conditions, cross slopes, etc.

SECTION TWO: The cost of the Project shall not exceed \$300,000, exclusive of bond issuance costs and any interest costs for temporary financing. Funds to pay for the Project shall come from General Obligation Bonds.

SECTION THREE: Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of \$300,000 of General Obligation Bonds, exclusive of bond issuance costs and interest on any temporary financing to pay for the Project.

SECTION FOUR: The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in connection with the Project, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds and/or notes in the maximum principal amount of \$300,000, 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 7th day of January, 2020.

SIGNED by the Mayor this 7th day of January, 2020.

Mayor

ATTEST:

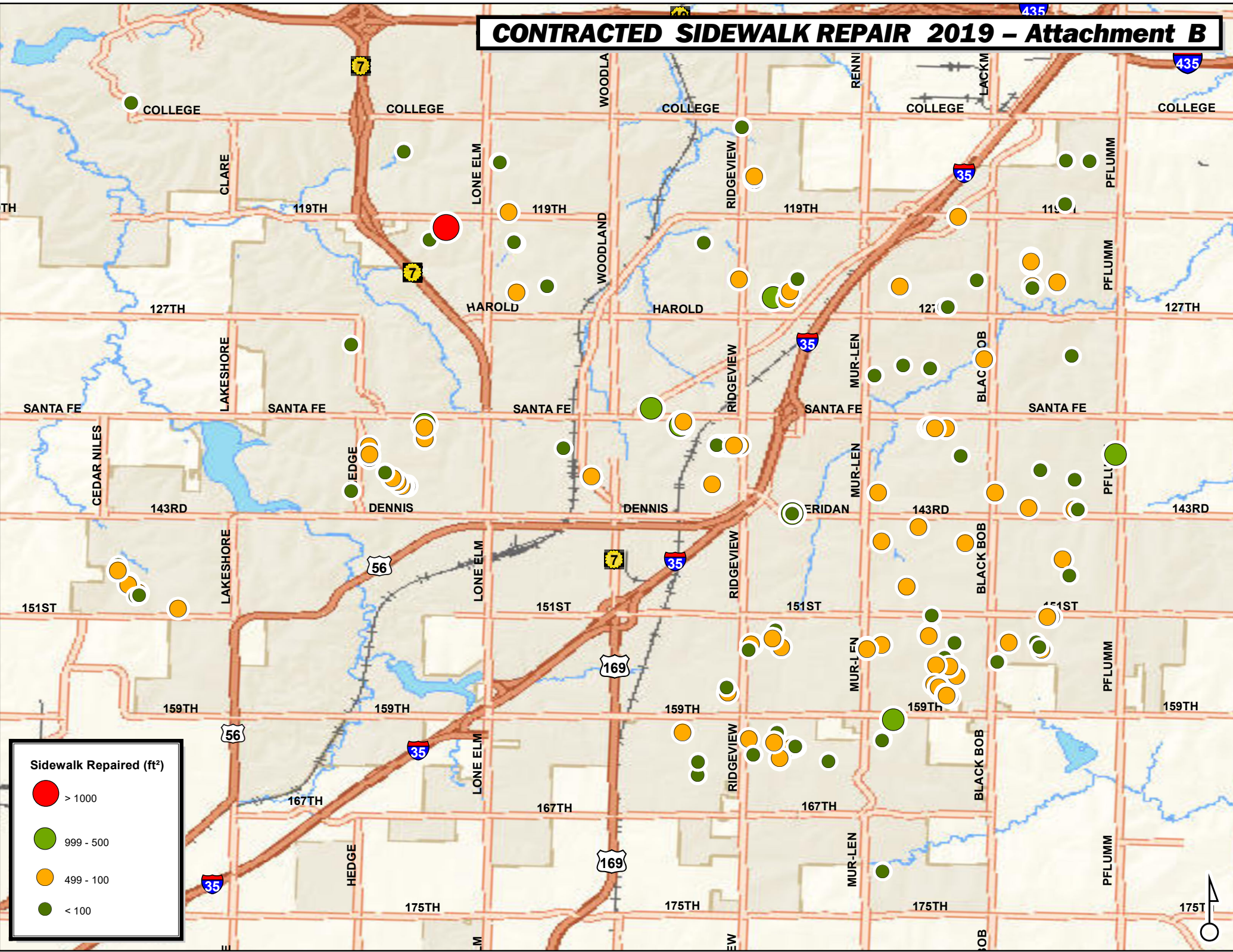
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

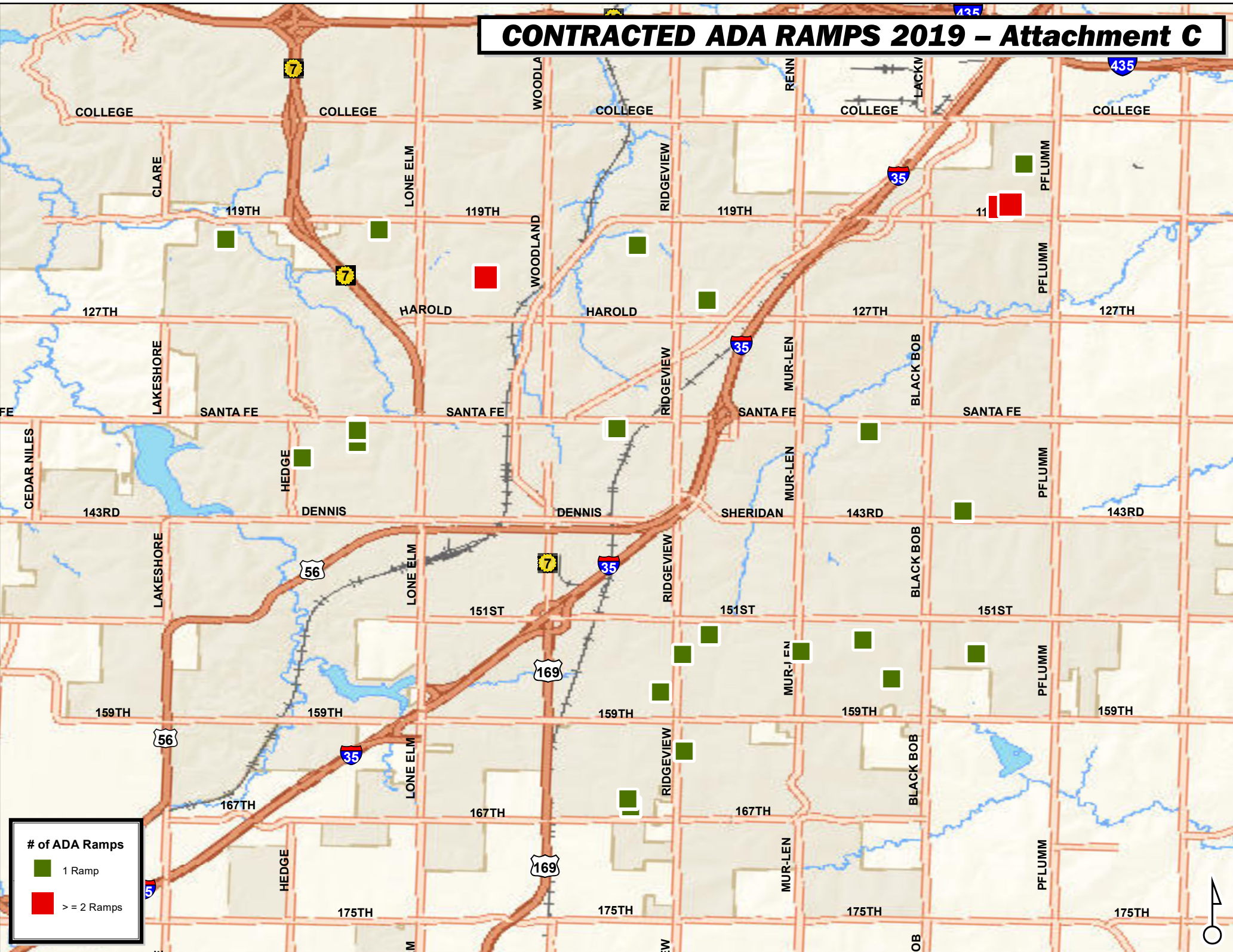
CONTRACTED SIDEWALK REPAIR 2019 - Attachment B



Sidewalk Repaired (ft²)

- > 1000
- 999 - 500
- 499 - 100
- < 100

CONTRACTED ADA RAMPS 2019 – Attachment C





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the 2020 Advanced Transportation Management System (ATMS) Replacement and Repair Project, PN 3-C-037-20.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1005 authorizing the 2020 Advanced Transportation Management System (ATMS) Replacement and Repair Project, PN 3-C-037-20.

SUMMARY:

This project is in place to repair or replace components within the existing Advanced Transportation Management System (ATMS). Work on the system will include: installation of tracer wire in older conduit systems so that locates can be completed accurately on the infrastructure, repair or replacement of damaged conduits, installation of additional fiber cables and enclosures to meet increasing demands for City communication needs, and replacement of electronic devices within the ATMS system.

The estimated cost for this project is \$100,000. Costs may include the purchase of materials and equipment based on current price agreements, the use of on-call contracts, staff time, locate services, inspection services and construction.

FINANCIAL IMPACT:

Funding for the 2020 Advanced Transportation Management System (ATMS) Replacement and Repair Project, as approved in the 2019 Capital Improvement Plan, includes:

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

ACTION NEEDED:

Approval of Resolution No. 20-1005 authorizing the 2020 Advanced Transportation Management System (ATMS) Replacement and Repair Project, PN 3-C-037-20.

ATTACHMENT(S):

A: Resolution

B: Project Fact Sheet

RESOLUTION NO. 20-1005

A RESOLUTION AUTHORIZING THE 2020 ADVANCED TRANSPORTATION MANAGEMENT SYSTEM (ATMS) REPLACEMENT AND REPAIR PROJECT IN THE CITY OF OLATHE, KANSAS; PROJECT NO. 3-C-037-20.

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

SECTION ONE: Pursuant to Charter Ordinance No. 74, the Governing Body hereby authorizes the 2020 Advanced Transportation Management System (ATMS) Replacement and Repair Project (the "Project") in the City, PN 3-C-037-20. Such Project includes installation of tracer wire in older conduit systems so that locates can be completed accurately on the infrastructure, repair or replacement of damaged conduits, installation of additional fiber cables and enclosures to meet increasing demands for City communication needs, and replacement of electronic devices within the ATMS system.

SECTION TWO: The cost of the Project shall not exceed \$100,000, exclusive of bond issuance costs and costs for temporary financing. The funds to pay for the Project shall come from the Issuance of general obligation bonds as authorized by Charter Ordinance No. 74.

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

SECTION FOUR: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 7th day of January, 2020.

SIGNED by the Mayor this 7th day of January, 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



Project Fact Sheet
2020 Advanced Transportation Management
System (ATMS) Replacement and Repair
3-C-037-20
January 7, 2020

Project Manager: Beth Wright / Chet Belcher

Description: This project will repair or replace components within the existing Advanced Transportation Management System (ATMS). Work will include: installation of tracer wire in older conduit systems so that locates can be completed accurately on the infrastructure, repair or replacement of damaged conduits, installation of additional fiber cables and enclosures to meet increasing demands for City communication needs, and replacement of electronic devices within the ATMS system.

Justification: This project is necessary to increase safety and reliability of the ATMS system.

Schedule:	Item	Date
Council Actions:	Date	Amount
Project Authorization	01/07/2020	\$100,000
Funding Sources:	Amount	CIP Year
GO Bonds	\$100,000	2020
Expenditures:	Budget	Amount to Date
Staff Time	\$ 5,000	\$0
Materials	\$ 20,000	\$0
On Call Contracts	\$ 75,000	\$0
Total	\$100,000	\$0



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the 2020 Bridge Repair Project, PN 3-G-000-20.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1006 authorizing the 2020 Bridge Repair Project, PN 3-G-000-20.

SUMMARY:

The City performs an inspection, condition rating and scour screening of 113 City-maintained bridges with spans of 20 feet and greater every other year as required by the Kansas Department of Transportation (KDOT). In 2019, this inspection was performed, and 25 bridges were identified for maintenance. The bridges were prioritized based on condition and cost estimates were prepared. This project is in place to fund maintenance of these bridges on an annual basis.

Funds for this project will be used to maintain miscellaneous bridges, such as:

- 119th Street over Little Cedar Creek;
- 123rd Street over Indian Creek Tributary;
- Arapaho Drive over Indian Creek Tributary;
- BNSF Railroad over Old 56 Highway;
- College Boulevard over Mill Creek and the BNSF Railroad;
- Dennis Avenue over Cedar Creek;
- Dennis Avenue over Mill Creek Tributary;
- Lone Elm Road over the BNSF Railroad;
- Lone Elm Road over Cedar Creek Tributary;
- Mur-Len Road over Coffee Creek;
- Nelson Road over Mill Creek Tributary;
- Northgate over Mill Creek;
- Old 56 Highway over Cedar Creek;
- Pflumm Road over Tomahawk Creek;
- Santa Fe over Indian Creek; and
- Santa Fe over Interstate 35.

The estimated cost for this project is \$250,000 and the list of bridges to be maintained is subject to change depending upon the actual cost of maintenance. Costs may include design, surveys, staff time, inspection services, and construction. Maintenance may include filling voids, repairing approach slabs and sidewalks, patching spalled areas, painting steel girders, repairing reinforced concrete boxes, replacing relief joints, replacing expansion devices, repairing and/or replacing guardrails and fencing, adding polymer overlays to the bridge decks, and placing riprap.

MEETING DATE: 1/7/2020

FINANCIAL IMPACT:

Funding for the 2020 Bridge Repair Project, as approved in the 2019 Capital Improvement Plan, includes:

<u>GO Bonds</u>	<u>\$250,000</u>
Total	\$250,000

ACTION NEEDED:

Approval of Resolution No. 20-1006 authorizing the 2020 Bridge Repair Project, PN 3-G-000-20.

ATTACHMENT(S):

A: Resolution

B: Project Fact Sheet

RESOLUTION NO. 20-1006

A RESOLUTION AUTHORIZING THE 2020 BRIDGE REPAIR PROJECT IN THE CITY OF OLATHE, KANSAS; PROJECT NO. 3-G-000-20.

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

SECTION ONE: Pursuant to Charter Ordinance No. 74, the Governing Body hereby authorizes the 2020 Bridge Repair Project (the "Project") in the City, PN 3-G-000-20. Such Project includes design, surveys, staff time, inspection services, and construction. Maintenance may include filling voids, repairing approach slabs and sidewalks, patching spalled areas, painting steel girders, repairing reinforced concrete boxes, replacing relief joints, replacing expansion devices, repairing and/or replacing guardrails and fencing, adding polymer overlays to the bridge decks, placing riprap, and such other necessary work as is needed to complete the Project, on the following list of bridges in the City:

119th Street over Little Cedar Creek;
123rd Street over Indian Creek Tributary;
Arapaho Drive over Indian Creek Tributary;
BNSF Railroad over Old 56 Highway;
College Boulevard over Mill Creek and the BNSF Railroad;
Dennis Avenue over Cedar Creek;
Dennis Avenue over Mill Creek Tributary;
Lone Elm Road over the BNSF Railroad;
Lone Elm Road over Cedar Creek Tributary;
Mur-Len Road over Coffee Creek;
Nelson Road over Mill Creek Tributary;
Northgate over Mill Creek;
Old 56 Highway over Cedar Creek;
Pflumm Road over Tomahawk Creek;
Santa Fe over Indian Creek; and
Santa Fe over Interstate 35.

SECTION TWO: The cost of the Project shall not exceed \$250,000, exclusive of bond issuance costs and costs for temporary financing. The funds to pay for the Project shall come from the issuance of general obligation bonds as authorized by Charter Ordinance No. 74.

SECTION THREE: The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in connection with the project, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds and/or notes in the maximum principal amount of \$250,000 exclusive of issuance costs and any interest costs for temporary financing.

SECTION FOUR: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 7th day of January, 2020.

SIGNED by the Mayor this 7th day of January, 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



Project Fact Sheet
2020 Bridge Repair Project
3-G-000-20
January 7, 2020

Project Manager: Beth Wright / Nate Baldwin

Description: This project includes maintenance and repair of bridges based on the priority rankings identified in the 2019 Biennial Bridge Inspection Report.

Justification: KDOT requires an inspection of City-maintained bridges every other year. These bridges require maintenance and repair as identified by the inspections.

Schedule:	Item	Date
Council Actions:	Date	Amount
Project Authorization	01/07/2020	\$250,000
Funding Sources:	Amount	CIP Year
GO Bonds	\$250,000	2020
Expenditures:	Budget	Amount to Date
Inspection / Staff Time	\$ 10,000	\$0
Design	\$ 15,000	\$0
Construction	<u>\$225,000</u>	<u>\$0</u>
Total	\$250,000	\$0



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the 2020 Sidewalk Construction Project, PN 3-C-072-20.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1007 authorizing the 2020 Sidewalk Construction Project, PN 3-C-072-20.

SUMMARY:

There are missing sidewalk links in older parts of the city, as well as adjacent to schools. The Sidewalk Construction Project is an annual project and will include the construction of new sidewalks that would not be built as part of a street improvement project.

Staff has utilized the available walking maps and met with the school district to prioritize the areas adjacent to schools that are missing sidewalk links. This evaluation took into consideration the number of crossing guards in the area, the percent of students on free or reduced lunches, location of the school and the approximate lineal feet of sidewalk needed. Based on this information, the areas that will be focused on in 2020 for construction are those adjacent to Central, Fairview, and Ridgeview Elementary Schools.

The construction of the sidewalks is tentatively scheduled to begin in Spring 2020.

FINANCIAL IMPACT:

Funding for the 2020 Sidewalk Construction Project, as approved in the 2019 Capital Improvement Plan, includes:

<u>GO Bonds</u>	<u>\$400,000</u>
Total	\$400,000

ACTION NEEDED:

Approval of Resolution No. 20-1007 authorizing the 2020 Sidewalk Construction Project, PN 3-C-072-20.

ATTACHMENT(S):

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

RESOLUTION NO. 20-1007**A RESOLUTION AUTHORIZING THE 2020 SIDEWALK CONSTRUCTION PROJECT,
PN 3-C-072-20.****BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OLATHE,
KANSAS:**

SECTION ONE: Pursuant to the authority of Charter Ordinance No. 74 of the City, the Governing Body hereby authorizes the 2020 Sidewalk Construction Project; PN 3-C-072-20 (the "Project"). The Project will include the design and construction of sidewalks in areas adjacent to Central, Fairview, and Ridgeview Elementary Schools.

SECTION TWO: The cost of the Project shall not exceed \$400,000, exclusive of bond issuance costs and any interest costs for temporary financing. Funds to pay for the Project shall come from the following sources:

General Obligation Bonds	<u>\$400,000</u>
TOTAL	\$400,000

SECTION THREE: Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of \$400,000 of general obligation bonds, exclusive of bond issuance costs and interest on any temporary financing to pay for the Project.

SECTION FOUR: The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in connection with the Project, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds and/or notes in the maximum principal amount of \$400,000, 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 7th day of January, 2020.

SIGNED by the Mayor this 7th day of January, 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



Project Fact Sheet
Sidewalk Construction
3-C-072-20
January 7, 2020

Project Manager: Beth Wright / Matthew Kapfer

Description: There are missing sidewalk links in older parts of the city, as well as adjacent to schools. This project includes construction of sidewalks that would not be built as part of a street improvement project. Priority is given to construction of sidewalks for walking routes to and from schools.

Justification: Sidewalks are needed for pedestrian access to and from schools and throughout the City.

Schedule:	Item	Date
Construction:	Project Award	3/17/2020 - Estimate
	Completion	6/30/2020 - Estimate
Council Actions:	Date	Amount
Project Authorization	1/7/2020	\$400,000
Funding Sources:	Amount	CIP Year
GO Bonds	\$400,000	2020
Expenditures:	Budget	Amount to Date
Staff Time	\$ 20,000	\$0
Inspection	\$ 20,000	\$0
<u>Construction</u>	<u>\$360,000</u>	<u>\$0</u>
Total	\$400,000	\$0

2020 Sidewalk Construction -- Central



2020 Sidewalk Construction -- Fairview



2020 Sidewalk Construction -- Ridgeview





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the 2020 Traffic Signals Project, PN 3-TS-000-20.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1008 authorizing the 2020 Traffic Signals Project, PN 3-TS-000-20.

SUMMARY:

This annual project is in place to install new traffic signals or to replace existing traffic signals that have been identified through an inspection process to be in poor condition or beyond their useful life. This project also includes the replacement of traffic signal LED indicators over a 3-year period (2018-2020).

This year's project includes the installation of a new traffic signal at the intersection of 175th Street and Lone Elm Road and replacement of traffic signal LED indicators. Additionally, the installation or replacement of traffic signal conduits, controllers, control boxes, mast arms, poles, attached equipment and other necessary equipment may be included at additional locations to address modifications needed to improve traffic flow and operations.

The proposed traffic signal at 175th Street and Lone Elm Road is a new signal and meets traffic signal warrants due to traffic volumes and crash history. The project includes the installation of traffic signal conduits, controllers, control boxes, mast arms, poles, attached equipment, and geometric improvements. The project location is shown on the attached Project Location Map (Attachment C).

The traffic signal at 175th Street and Lone Elm Road is a joint project with Johnson County Public Works. An Inter-Local Agreement with Johnson County was approved by City Council on April 16, 2019. Under this agreement, Johnson County will pay 50% of the actual cost of construction of the improvements.

The LED indicators are present at 122 intersections and were originally installed in 2007. The indicators are already well past their 5-year warranty period and are at the end of their useful life of 8-10 years.

The estimated cost for this project is \$620,000. Costs may include design, survey, staff time, inspection services, construction, and materials.

Construction of the 175th Street and Lone Elm Road signal is currently being designed and is scheduled for construction in Summer 2020.

FINANCIAL IMPACT:

MEETING DATE: 1/7/2020

Funding for the 2020 Traffic Signals Project, as approved in the 2019 Capital Improvement Plan, includes:

<u>GO Bonds</u>	<u>\$620,000</u>
Total	\$620,000

ACTION NEEDED:

Approval of Resolution No. 20-1008 authorizing the 2020 Traffic Signals Project, PN 3-TS-000-20.

ATTACHMENT(S):

- A: Resolution
- B: Project Fact Sheet
- C: Project Location Map - 175th and Lone Elm

RESOLUTION NO. 20-1008

A RESOLUTION AUTHORIZING THE 2020 TRAFFIC SIGNAL PROJECT; PN 3-TS-000-20.

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas and Charter Ordinance No. 74 of the City of Olathe, Kansas (“City”), authorize the Governing Body of the City to make a variety of improvements as further described in Charter Ordinance No. 74 and to issue its general obligation bonds or other obligations of the City for the same; and

WHEREAS, the Governing Body of the City deems it necessary to authorize the improvements to the intersection at 175th Street and Lone Elm Road in the City; and

WHEREAS, the Governing Body of the City deems it necessary to authorize certain other improvements for the improvement of traffic flow and operations, including traffic signal equipment installations and replacements, as more fully described herein.

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

SECTION ONE: Pursuant to Charter Ordinance No. 74, the Governing Body hereby authorizes the improvement of the intersection at 175th Street and Lone Elm Road, PN 3-TS-000-20 (the “Project”). Said Project includes installation of a new traffic signal at the intersection of 175th Street and Lone Elm Road, and replacement of traffic signal LED indicators at various locations throughout the City. The Project includes installation of the traffic signal conduits, controllers, control boxes, mast arms, poles, attached equipment, geometric improvements, sidewalk modifications, sidewalk ramps, and such other necessary work as is needed to complete the Project.

SECTION TWO: Pursuant to Charter Ordinance No. 74, the Governing Body hereby authorizes the installation or replacement of traffic signal conduits, controllers, control boxes, mast arms, poles, attached equipment and other necessary equipment at additional locations in the City (the “Additional Locations”) to address modifications needed to improve traffic flow and operations.

SECTION THREE: The cost of the Project and the Additional Locations shall not exceed \$620,000, exclusive of issuance costs and interest costs for temporary financing. The funds to pay for the Project and the Additional Locations shall come from the issuance of general obligation bonds and/or notes.

SECTION FOUR: The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in connection with the Project and the Additional Locations, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds and/or notes in the maximum principal

amount of \$620,000 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 7th day of January, 2020.

SIGNED by the Mayor this 7th day of January, 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



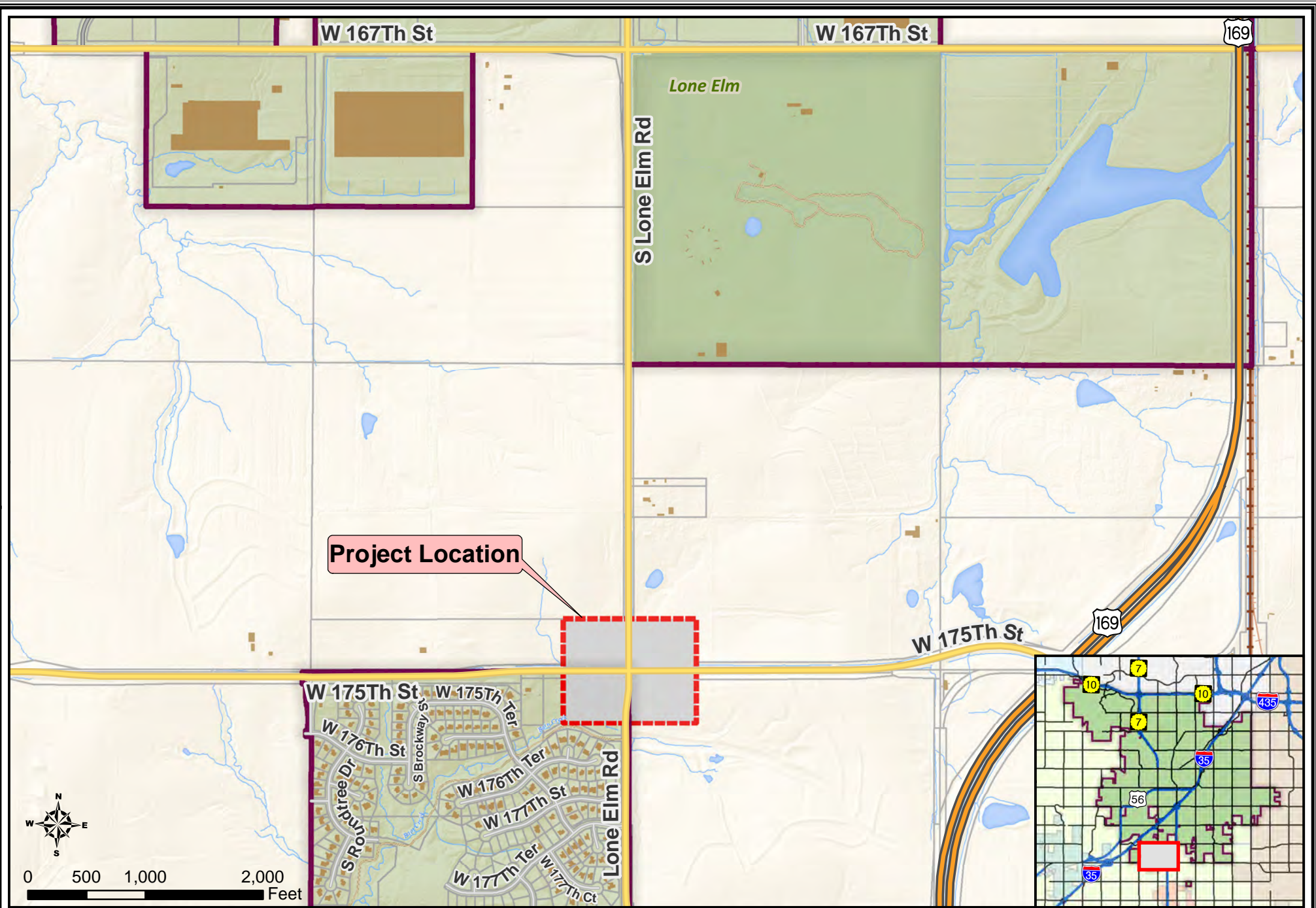
Project Fact Sheet
Traffic Signals
3-TS-000-20
January 7, 2020

Project Manager: Beth Wright / Zach Baker

Description: This annual project is in place to install new traffic signals or replace traffic signals that have been identified through an inspection process to be in poor condition or beyond their useful life. This project also includes the replacement of traffic signal LED indicators over a 3-year period (2018-2020).

Justification: This project is proposed to address the need to replace the aging traffic signals and the need for new traffic signals.

Schedule (175th and Lone Elm):	Item	Date
Design:	Final Design	February 2020- Estimate
	Land Acquisition	April 2020 – Estimate
	Utility Relocations	May 2020 - Estimate
Construction:	Contract Award	May 2020 – Estimate
	Completion	October 2020 – Estimate
Council Actions:	Date	Amount
Project Authorization	1/7/2020	\$620,000
Funding Sources:	Amount	CIP Year
GO Bonds	\$620,000	2020
Expenditures:	Budget	Amount Olathe Spent to Date
Staff Costs	\$ 20,000	\$0
LED Lights	\$ 70,000	\$0
Construction	\$400,000	\$0
Equipment	\$ 70,000	\$0
Inspection	\$ 20,000	\$0
Contingency	\$ 40,000	\$0
Total	\$620,000	\$0



175th and Lone Elm Traffic Signal Improvements project

PN 3-TS-003-19

Project Location Map



User: jaredmd
Date: 04/10/2019





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: Authorization of the 2020 Streetlight LED Conversion Project, PN 3-C-009-20.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1009 authorizing the 2020 Streetlight LED Conversion Project, PN 3-C-009-20.

SUMMARY:

This project includes the conversion of 7,500 city-owned streetlights from high pressure sodium to LED fixtures. Conversion to the LED fixtures will result in potential energy savings to the City due to lower electricity costs. Simple payback on the investment is expected in 6 to 8 years.

On January 6, 2015, City Council authorized \$1,865,000 for the conversion of 3,000 city-owned streetlights from high pressure sodium to LED fixtures on collector and arterial streets. It was estimated that the conversion would be completed by the end of 2019. With the purchase of Kansas City Power & Light owned streetlights in 2017, the cost of the project increased and the timeframe for replacement of those fixtures was extended through 2022.

This Resolution will authorize \$275,000 to be spent on conversion of streetlights from high pressure sodium to LED fixtures. To date, 4,800 streetlights have been converted to LED fixtures.

FINANCIAL IMPACT:

Funding for the 2020 Streetlight LED Conversion Project, as approved in the 2019 Capital Improvement Plan, includes:

<u>GO Bonds</u>	<u>\$275,000</u>
Total	\$275,000

ACTION NEEDED:

Approval of Resolution No. 20-1009 authorizing the 2020 Streetlight LED Conversion Project, PN 3-C-009-20.

ATTACHMENT(S):

A: Resolution

RESOLUTION NO. 20-1009

A RESOLUTION AUTHORIZING THE 2020 STREETLIGHT LED CONVERSION PROJECT; PN 3-C-009-20.

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas and Charter Ordinance No. 74 of the City of Olathe, Kansas (the "City"), authorize the Governing Body of the City to make a variety of improvements as further described in Charter Ordinance No. 74 and to issue its general obligation bonds or other obligations of the City for the same; and

WHEREAS, the Governing Body of the City deems it necessary to make certain electric light plant improvements, as more fully described herein.

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

SECTION ONE: Pursuant to Charter Ordinance No. 74, the Governing Body hereby authorizes the 2020 Streetlight LED Conversion Project, PN 3-C-009-20 (the "Improvements"). The Improvements consist of the conversion of approximately 7,500 City-owned streetlights from high pressure sodium to LED fixtures, including the purchase and installation of all fixtures and any other necessary and appurtenant improvements.

SECTION TWO: The cost of the Improvements shall not exceed \$275,000, exclusive of issuance costs and any interest costs for temporary financing. The Governing Body hereby authorizes the issuance of the City's general obligation bonds to pay for the Improvements.

SECTION THREE: 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 Improvements, pursuant to Treasury Regulation § 1.150-2, with the proceeds of bonds and/or notes in the maximum principal amount of \$275,000 exclusive of issuance costs and any interest costs for temporary financing.

SECTION FOUR: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 7th day of January, 2020.

SIGNED by the Mayor this 7th day of January, 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Alan Shorthouse

SUBJECT: Resolution amending the Comprehensive Listing of Fees and Charges at the Solid Waste Transfer Station.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1010 amending the Comprehensive Listing of Fees and Charges at the Solid Waste Transfer Station.

SUMMARY:

Despite increasing fees at the Solid Waste Transfer Station in 2019, traffic has continued to increase. Contributing factors include area market, transfer station experience, and closures of existing landfills. City Solid Waste Vehicles are experiencing long lines at transfer station which are impacting efficiency of city solid waste operations. As a result, the transfer station is projected to reach maximum capacity by 2024, two years earlier than projected in the 2018 Solid Waste Master Plan.

At the December 17, 2019 City Council meeting staff proposed moving to a market-based tipping fee. For 2020 - \$70/ton (1-ton minimum) for all solid waste (current \$55), with the ability to negotiate lower fees for preferred commercial customers (compacted loads). The Olathe resident discounted minimum charge of \$35 (.5-ton) will remain in place for 2020.

FINANCIAL IMPACT:

ACTION NEEDED:

Approval of Resolution No. 20-1010 amending the Comprehensive Listing of Fees and Charges at the Solid Waste Transfer Station.

ATTACHMENT(S):

A: Resolution

RESOLUTION NO. 20-1010**A RESOLUTION AMENDING THE COMPREHENSIVE LISTING OF FEES AND CHARGES ADOPTED BY RESOLUTION NO. 18-1073.**

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

SECTION ONE: Section Twenty-Four of Resolution No. 18-1073 is hereby amended to read as follows:

“SECTION TWENTY-FOUR: Transfer Station and Composting Facility charges, authorized by OMC 6.04.110, shall be as follows:

(A) Solid Waste Transfer Station Disposal Fees:

Market Rate (the schedule of Transfer Station Disposal charges is available at the City Clerk's Office).

\$35.00 Minimum Charge for Olathe Resident (with ID and City Utility Bill)

(B) Composting Facility Fees:

Compactor Trucks – Yard Waste

\$10.00 per cubic yard

Car, Van, Pickup, or trailer (<10')

No Charge for Olathe Resident (with ID & City Utility Bill)

Car, Van, Pickup, or trailer (<10')

Non-Resident
\$30.00 per load

Full Size Pickup Truck (cab high) or Trailer (>10')

Non-Resident
\$50.00 per load

Large Truck or Trailer with Sideboards

Non-Resident
\$75.00 per load

Tandem Axle Truck Load or Larger

Non-Resident
\$100.00 per load"

SECTION TWO: Existing Section Twenty-Four of Resolution No. 18-1073 is hereby repealed.

SECTION THREE: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this _____ day of _____, 2020

SIGNED by the Mayor this _____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Real Estate Contracts for the purchase of four (4) homes as part of the Little Cedar Creek (Park to Elm) Phase II Stormwater Improvements Project, PN 2-C-017-19.

ITEM DESCRIPTION:

Consideration of four (4) Real Estate Contracts for the purchase of four (4) homes as part of the Little Cedar Creek (Park to Elm) Phase II Stormwater Improvements Project, PN 2-C-017-19, authorizing the Mayor to sign the Real Estate Contracts, and further authorizing the City Attorney or designee to execute the closing documents.

SUMMARY:

This project will reduce the flood risk of eight (8) homes identified within the FEMA regulated floodplain and minimize overtopping of Cedar and Elm Streets through a combination of a voluntary buyout of four (4) homes, culvert replacements, channel improvements and flood benching along the channel corridor. The project location is shown on the attached Project Location Map (Attachment F).

This project is the fifteenth (15th) of twenty (20) identified watershed flood control projects located in the FEMA regulated floodplain.

This project includes the purchase of four (4) homes that are subject to flooding. The addresses and purchase price of the four (4) homes are as follows:

523 W. Cedar Street	\$237,500
511 W. Elm Street	\$162,500
540 S. Grant Street	\$285,000
600 S. Grant Street	\$222,500

The Real Estate Contracts were prepared by the City of Olathe and subsequently provided to the homeowners. The overall cost of these four purchases is \$907,500 and was included in the overall project budget of \$3,765,000.

This project is part of the Johnson County Stormwater Management Advisory Council (SMAC) program. The SMAC program will participate in funding 75% of eligible construction costs and 75% of the appraised value of the home purchases.

There is no proposed redevelopment on the lots to be acquired. The lots are either in the floodway, and thus cannot be rebuilt upon, or are necessary for project improvements such as flood benching, channel improvements, and/or culvert improvements. The City of Olathe Parks Department does plan to use the land for trail connectivity/park projects in the future. Prior to demolition, the City will

MEETING DATE: 1/7/2020

pursue relocation opportunities for all of the four homes purchased.

The project is tentatively scheduled to begin construction in Summer 2020 with completion by the end of 2020.

FINANCIAL IMPACT:

Funding for the Little Cedar Creek (Park to Elm) Phase II Stormwater Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

Olathe Stormwater Fund	\$1,148,175
<u>Johnson County SMAC Program</u>	<u>\$2,616,825</u>
Total	\$3,765,000

ACTION NEEDED:

Approval of four (4) Real Estate Contracts for the purchase of four (4) homes as part of the Little Cedar Creek (Park to Elm) Phase II Stormwater Improvements Project, PN 2-C-017-19, authorizing the Mayor to sign the Real Estate Contracts, and further authorizing the City Attorney or designee to execute the closing documents.

ATTACHMENT(S):

- A: Real Estate Contract - 523 W Cedar
- B: Real Estate Contract - 511 W Elm
- C: Real Estate Contract - 540 S Grant
- D: Real Estate Contract - 600 S Grant
- E: Project Fact Sheet
- F: Project Location Map

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Contract") is hereby made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and between DENNIS C. AND MARY L. BEAMAN REVOCABLE TRUST, (the "Sellers"), and the CITY OF OLATHE, KANSAS, a municipal corporation duly organized under the laws of the State of Kansas, or its assignee or designee (the "Buyer" or "City"). This Real Estate Contract is subject to approval by the Governing Body of the City for acquisition of the property located at 523 and 525 W. Cedar Street (effective only after this Contract is signed by the Mayor of said City).

WHEREAS, Sellers desire to sell and Buyer desires to purchase, upon the terms and conditions hereinafter set forth, the following described real estate located at 523 W. Cedar Street, Olathe, Kansas, (Johnson County Parcel ID No. DP72100002 0001A) and legally described as follows:

The North half of Lot 1, Block 2, Stevensons second addition to the city of Olathe. Commonly numbered and known as 523 and 525 West Cedar, Johnson County, Kansas.

together with all rights, easements and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping and foliage thereon (the "Property").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree

as follows:

1. Purchase Price. Sellers shall sell the Property to Buyer and Buyer shall purchase the Property from Sellers for the sum of Two Hundred Thirty-Five Thousand Five Hundred Dollars (\$237,500.00) (the "Purchase Price"), by delivery of immediately available and collectible funds at Closing, less the Deposit, but including closing costs (both as hereinafter defined) and subject to adjustments as provided herein.

2. Deposit. Within twenty (20) business days from the Effective Date of this agreement, Buyer shall deposit in escrow with Security 1st Title Company, a Kansas corporation duly authorized to provide real estate title services in the State of Kansas with its principal place of business at 124 E. Park St. Olathe KS 66061 (the "Title Company") an earnest money deposit of One Thousand Dollars (\$1,000) (the "Deposit"). In the event Title Company receives written notice of default, non-performance, or other demand for all or a portion of the Deposit from one of the parties (the "Demanding Party"), Title Company will immediately give written notice to the other party (the "Non-Demanding Party") of such claim or demand as hereinafter provided. In the event the Non-Demanding Party fails to dispute or object to such claim or demand within five (5) business days from the date of Title Company's written notice, Title Company is hereby authorized and directed to deliver the Deposit to the Demanding Party. In the event the Non-Demanding Party disputes or objects to the aforesaid claim or demand within the said five (5) business day period, Title Company is not to deliver the Deposit hereunder without receipt of a joint direction the parties, their successors or assigns, in writing, or as directed by a court of competent jurisdiction.

3. Fund Disputes. In the event a dispute arises with respect to the

distribution of any funds held pursuant to this Contract, the Title Company may apply to a court of competent jurisdiction for an order determining the party or parties to whom such funds shall be paid. All costs of such proceedings, including reasonable attorney's fees and costs incurred by the Title Company, and the successful party or parties in connection therewith, shall be paid by the unsuccessful party or parties to such proceedings.

4. Taxes. All real property ad valorem taxes shall be prorated (based upon 365-day year) between Buyer and Sellers as of the date of Closing (as hereinafter defined) based upon the most recently available property tax information provided by the Johnson County Appraiser's Office. If such tax information is not available for the year in question, taxes shall be re-prorated when the amount thereof can be ascertained and the provisions hereof shall survive the Closing and the delivery of Sellers' general warranty deed. All special assessments levied against the Property shall be paid in full by Sellers on or before closing even if said assessments are due in installments subsequent to Closing.

5. Closing. Closing hereunder (the "Closing") shall be held on or before sixty (60) days from the Effective Date of this Contract as long as all contingencies set forth herein have been satisfied or waived. Closing shall be held at the offices of the Title Company, or at such other location which may be agreed upon by the parties. "Closing Costs" are defined as all appraisal costs, inspection costs, title service costs, settlement statements, title insurance, governmental recording and transfer charges. All Closing Costs shall be paid by Buyer and shall not be included in the Purchase Price. "Relocation Costs" are defined as costs attributable to packing and unpacking personal

property, moving vehicle rental, disconnecting and reconnecting household appliances, temporary storage of personal property, insurance while property is in storage or transit, and/or transfer of utility services and utility reconnections. All Relocation Costs shall be paid by Buyer as part of (not in addition to) the Purchase Price.

6. Possession. Sellers may retain possession of the described Property until March 1st, 2020, however, during such time that Sellers retain possession, Sellers shall:

- a. Maintain the house in good condition;
- b. Maintain hazard and fire insurance and any other necessary insurance, including liability insurance, at the fair market value of the house; and
- c. Name City as additional insured on said insurance policy.

The parties further understand and agree that prior to the Possession Date, Sellers may retain possession of the Property in "as is" condition and Buyer is not responsible for any cost to improve the Property whatsoever, nor for any other hidden condition or defect of the house that may be discovered by the Sellers, nor any cost to cure such condition or defect whatsoever. When Sellers vacate the Property the Sellers shall deliver the keys and garage openers to the Property to the City of Olathe Legal Department, Second Floor of City Hall at 100 East Santa Fe Street, Olathe, Kansas. Sellers shall be responsible and liable for all personal property remaining on the Property and for any loss or damage to said personal property after the date of closing until removal of the personal property from the Property. Sellers shall be responsible for and pay all utilities and pro-rated taxes until the property is vacated and the keys are delivered to Buyer.

7. Environmental Inspection. Within ten (10) days of the Effective Date,

Sellers shall provide Buyer all existing environmental reports on the Property, if any, completed within the twelve (12) months preceding the Effective Date of this Contract (the "Environmental Reports"). Buyer shall have thirty (30) days after receipt of the Environmental Reports to review the reports, obtain updated Environmental Reports if it wishes, and submit written notification to Sellers of any unacceptable environmental conditions. In the event Buyer determines, in its sole and absolute discretion, that the Property contains an unacceptable environmental condition, this Contract shall, at Buyer's option, be null and void, in which event the Deposit shall be immediately returned by the Title Company to Buyer and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract.

8. Survey. Sellers shall, within ten (10) days after the Effective Date, cause to be furnished to Buyer, at Sellers' sole cost and expense, all existing surveys of the Property, if any. Buyer will be responsible, at its sole cost and expense, for obtaining any additional survey that may be required by the Title Company for an extended ALTA/ACSM title insurance policy (the "Survey").

9. Inspection Period. Buyer, its agents and representatives, shall have thirty (30) days after receipt of any Environmental Reports and survey provided by Sellers, as hereinafter defined (the "Inspection Period") to enter upon the Property to inspect the same and to perform such tests as needed to determine surface, subsurface and structural conditions of the Property, including but not limited to conducting Phase I and Phase II environmental inspections and core drillings. In the event Buyer notifies Sellers of any unacceptable condition of the Property this Contract shall, at Buyer's option, be null and void, in which event the Deposit shall be immediately refunded by the Title

Company to Buyer and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract. The parties hereby acknowledge that the Title Company shall be authorized to release the Deposit to Buyer upon receipt of the above-described notice related to unacceptable conditions of the Property.

10. Representations and Warranties. Sellers represent, warrant and covenant to Buyer that:

- a. Sellers have the legal capacity and authority to execute and deliver this Contract and all instruments to consummate the Closing of the sale of the Property.
- b. Sellers have no knowledge that any person other than Sellers has any right, title or interest in and to the Property.
- c. To Sellers' knowledge, there are no causes of action, suits or judgments against Sellers or the Property which would delay or prohibit the sale.
- d. There are no contracts, agreements or obligations of Sellers for and with respect to the Property which has not been disclosed to Buyer in writing, and which are or may become a lien against the Property or an obligation of Buyer upon Closing.
- e. To Sellers' knowledge, Sellers have received no written notices of any pending or threatened condemnation or disconnection of any existing utilities.
- f. Except as set forth in the Environmental Reports provided by Sellers, if any, to Sellers' knowledge, there has occurred no release, generation, discharge, manufacture, treatment, transportation or disposal on or in

connection with the Property of any hazardous, dangerous or toxic materials, substances or wastes (all, collectively, "Hazardous Materials"), as any of such terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (known as "CERCLA") or the Resource Conservation and Recovery Act (known as "RCRA") or any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing standards of conduct concerning any hazardous, toxic or dangerous materials, substances or wastes (all, collectively "Environmental Laws") in violation of any Environmental Laws.

11. Conditions Precedent. It is specifically agreed that Buyer's obligations hereunder are conditioned upon the satisfaction that Sellers' warranties and representations shall remain true and correct in all material respects on and as of the Closing Date. Should any warranty or representation not be in effect or complied with on or before Closing, Buyer shall have the option of (i) waiving compliance with any one or more of said warranties or representations and closing this transaction, (ii) extending the Closing Date for a reasonable period of time, not to exceed thirty (30) days, in order to provide Seller time to satisfy such warranties or representations, or (iii) terminating this Contract, in which latter event the Deposit shall be immediately refunded by the Title Company to Buyer and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Contract, other than obligations which are herein expressly provided to survive the termination of this Contract.

12. Conveyance of Title. Sellers shall convey good and marketable fee simple title to the Property to Buyer pursuant to a recordable statutory form warranty

deed. "Good and marketable title" as used herein shall mean ownership which, when acquired by Buyer, will be insurable by the Title Company under its standard ALTA extended coverage title insurance policy at standard rates, including such endorsements as Buyer may request, and is free and clear of all liens, encumbrances, and other exceptions to title except the Permitted Title Exceptions as hereinafter defined. The parties hereby specifically agree that the above-described title insurance policy shall be issued with all "standard exceptions" being deleted therefrom. The "standard exceptions" to be deleted shall include the mechanic's lien exception, the unsettled taxes exception, and all "standard" survey exceptions. Sellers shall deliver to Buyer at Closing an affidavit acceptable to Buyer and the Title Company stating that Sellers have sole and exclusive possession of the Property and stating, among other things which may be reasonably required by Buyer and Title Company, that either (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the last sixty (60) days immediately preceding Closing, or (ii) if there have been any such improvements or repairs, that all lienors, in connection with such improvements or repairs have been paid in full, together with such other documentation reasonably required by Buyer, including without limitations, a Foreign Investment in Real Property Tax Act (known as FIRPTA) income tax withholding certificate, and evidence of authority to consummate the sale, in form and substance acceptable to Buyer.

13. Title Commitment. After the Effective Date, Buyer may obtain a commitment for an owner's title insurance policy underwritten by the Title Company, together with legible copies of all documents recorded against the Property ("Title

Information”). The costs of said title insurance shall be paid by Buyer. Sellers agree that Buyer shall have until thirty (30) days after the Effective Date to examine the Title Information to the Property and notify Sellers of any objectionable matter or defect which affects the marketability or insurability of the title to the Property or which adversely affects the use of the Property. In the event Sellers are notified of any such objectionable matters, Sellers agree to promptly employ their best efforts to procure a cure for same. In the event, however, Sellers are unable through the exercise of their best efforts to cure any objectionable matter prior to Closing, then at Buyer’s option, Buyer may either (i) take title to the Property despite the existence of such cure, or (ii) terminate this Contract in which event the Deposit paid by Buyer shall be immediately refunded by the Title Company to Buyer, and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract, which shall then become null and void and of no further force and effect. Any title exceptions to the Property to which Buyer does not object, or any title exception as to which Buyer waives its objection, are referred to herein as “Permitted Exceptions” or “Permitted Title Exceptions.”

14. Destruction of the Property. Except as otherwise provided herein, Sellers shall bear the risk of all loss or damage to the Property and any personal property located on the Property from any causes whatsoever during the time Sellers are in possession of the Property. Sellers represent that they have and will maintain until “Closing” and so long thereafter as they occupy the Property, a policy of fire and extended coverage insurance in at least the full amount of the replacement cost of all buildings and improvements located on the Property (the “Property Insurance”). In the

event, at any time between the making of this Contract and Closing, all or any portion of the property is damaged or destroyed by whatever cause, then Buyer may elect either to: (i) terminate this Contract, in which event the Deposit paid by Buyer shall be immediately refunded by the Title Company to Buyer, and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract; or (ii) proceed to Closing with no reduction in the Purchase Price, in which event Sellers shall deliver to Buyer at Closing a duly executed assignment of Sellers' interest in all insurance proceeds payable as a result of any such fire or other casualty.

15. Maintenance of the Property. Prior to Closing and during possession of the Property, the Property shall be maintained by Sellers in a reasonable, professional and prudent manner and in its current condition at all times. Buyer is buying the house in its "as is" condition.

16. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Sellers:	Dennis and Mary Beaman 19665 Clearview Road Spring Hill, KS 66083
If to Buyer:	City of Olathe PO Box 768 Olathe, KS 66051-0768 ATTN: City Clerk
With a Copy to:	Ronald R. Shaver Olathe City Attorney PO Box 768

Olathe, KS 66051-0768

If to Title Company: Security 1st Title
124 E. Park Street
Olathe, KS 66061
ATTN: Kathy Andrew

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

17. Amendments. Neither this Contract nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

18. Default. In the event the purchase and sale is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, by Sellers to convey the Property in accordance with the terms and conditions provided herein, or because of other fault of Sellers or reason provided herein for Buyer not consummating this transaction, the Deposit paid in connection with this Contract shall be returned by the Title Company to Buyer, without prejudice to any other legal or equitable right or remedy of Buyer against Sellers including, but not limited to, specific performance. In the event the purchase and sale is not consummated because of the default of Buyer, then the Title Company shall deliver the Deposit paid hereunder to Sellers as their sole and exclusive remedy, and as full, complete and final liquidated damages. Sellers and Buyer hereby agree that it would be impossible to ascertain the damages accruing to Sellers as a result of a default by Buyer under this Contract. The payment of said liquidated damages, therefore, shall constitute Sellers' sole and exclusive remedy against Buyer and shall be in lieu of the exercise by Sellers of any other legal or equitable right or

remedy which Sellers may have against Buyer as a result of Buyer's default, but in no event shall the amount of liquidated damages exceed the amount of Property Insurance maintained by Sellers as otherwise described herein.

19. Applicable Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Kansas.

20. Legal Fees. In the event legal action is instituted by any of the parties to enforce the terms of this Contract or arising out of the execution of this Contract, the prevailing party will be entitled to receive from the other party or party's reasonable attorney's fees to be determined by the court in which the action is brought.

21. Waiver. Failure of either Buyer or Sellers to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Buyer's or Sellers' right to exercise such right or to demand strict compliance with any term, condition or covenant under this Contract.

22. Agents or Brokers. Each party represents and warrants to the other that no real estate broker or agent has been instrumental in the procurement of this Contract. Additionally, Buyer and Sellers represent and warrant that no real estate commission or compensation shall be payable by such party with respect to the procurement and execution of this Contract or the sale of the Property contemplated hereby. Each party shall indemnify and save the other party wholly harmless against any loss, cost, or other expense, including reasonable attorney's fees, that may be incurred by such other party by reason of any breach of the foregoing warranties.

23. Counterparts. This Contract may be executed in several counterparts,

each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Contract.

24. Captions. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Contract.

25. Severability. The invalidity or enforceability of a particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

26. Entire Agreement. **TIME IS OF THE ESSENCE OF THIS CONTRACT.** This Contract constitutes the sole and entire contract of the parties and is binding upon Seller and Buyer, their heirs, successors, legal representatives and assigns.

27. Voluntary Negotiation. Each party hereby acknowledges that it has the power and authority to enter into this Contract. By signing this Contract, each party affirms, in accordance with K.S.A. 26-518 (c), that this Contract was negotiated voluntarily and in good faith, and that because this Contract will result in displacement of the Sellers, Sellers agree that the Relocation Costs included in the 25% Incentive and assistance provided by Buyer to Sellers are fair and reasonable.

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto as of the date first above written.

SELLERS:

BUYER:

CITY OF OLATHE, KANSAS
A Municipal Corporation

By: _____
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(SEAL)

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Contract") is hereby made and entered into this _____ day of _____, 2020 (the "Effective Date"), by and between PETERS RENTALS, LLC, A Kansas Limited Liability Company (the "Sellers"), and the CITY OF OLATHE, KANSAS, a municipal corporation duly organized under the laws of the State of Kansas, or its assignee or designee (the "Buyer" or "City"). This Real Estate Contract is subject to approval by the Governing Body of the City for acquisition of the property located at 511 W. Elm Street (effective only after this Contract is signed by the Mayor of said City).

WHEREAS, Sellers desire to sell and Buyer desires to purchase, upon the terms and conditions hereinafter set forth, the following described real estate located at 511 W. Elm Street, Olathe, Kansas, (Johnson County Parcel ID No. DP52000073 0004) and legally described as follows:

Lots 4 and 5, Block 73, and the North Half of the vacated alley adjacent, OLATHE, a subdivision in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof

together with all rights, easements and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping and foliage thereon (the "Property").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree

as follows:

1. Purchase Price. Sellers shall sell the Property to Buyer and Buyer shall purchase the Property from Sellers for the sum of One Hundred Sixty-Two Thousand Five Hundred Dollars (\$162,500.00) (the "Purchase Price"), by delivery of immediately available and collectible funds at Closing, less the Deposit, but including closing costs (both as hereinafter defined) and subject to adjustments as provided herein.

2. Deposit. Within twenty (20) business days from the Effective Date of this agreement, Buyer shall deposit in escrow with Security 1st Title Company, a Kansas corporation duly authorized to provide real estate title services in the State of Kansas with its principal place of business at 124 E. Park St. Olathe KS 66061 (the "Title Company") an earnest money deposit of One Thousand Dollars (\$1,000) (the "Deposit"). In the event Title Company receives written notice of default, non-performance, or other demand for all or a portion of the Deposit from one of the parties (the "Demanding Party"), Title Company will immediately give written notice to the other party (the "Non-Demanding Party") of such claim or demand as hereinafter provided. In the event the Non-Demanding Party fails to dispute or object to such claim or demand within five (5) business days from the date of Title Company's written notice, Title Company is hereby authorized and directed to deliver the Deposit to the Demanding Party. In the event the Non-Demanding Party disputes or objects to the aforesaid claim or demand within the said five (5) business day period, Title Company is not to deliver the Deposit hereunder without receipt of a joint direction the parties, their successors or assigns, in writing, or as directed by a court of competent jurisdiction.

3. Fund Disputes. In the event a dispute arises with respect to the

distribution of any funds held pursuant to this Contract, the Title Company may apply to a court of competent jurisdiction for an order determining the party or parties to whom such funds shall be paid. All costs of such proceedings, including reasonable attorney's fees and costs incurred by the Title Company, and the successful party or parties in connection therewith, shall be paid by the unsuccessful party or parties to such proceedings.

4. Taxes. All real property ad valorem taxes shall be prorated (based upon 365-day year) between Buyer and Sellers as of the date of Closing (as hereinafter defined) based upon the most recently available property tax information provided by the Johnson County Appraiser's Office. If such tax information is not available for the year in question, taxes shall be re-prorated when the amount thereof can be ascertained and the provisions hereof shall survive the Closing and the delivery of Sellers' general warranty deed. All special assessments levied against the Property shall be paid in full by Sellers on or before closing even if said assessments are due in installments subsequent to Closing.

5. Closing. Closing hereunder (the "Closing") shall be held on or before sixty (60) days from the Effective Date of this Contract as long as all contingencies set forth herein have been satisfied or waived. Closing shall be held at the offices of the Title Company, or at such other location which may be agreed upon by the parties. "Closing Costs" are defined as all appraisal costs, inspection costs, title service costs, settlement statements, title insurance, governmental recording and transfer charges. All Closing Costs shall be paid by Buyer and shall not be included in the Purchase Price. "Relocation Costs" are defined as costs attributable to packing and unpacking personal

property, moving vehicle rental, disconnecting and reconnecting household appliances, temporary storage of personal property, insurance while property is in storage or transit, and/or transfer of utility services and utility reconnections. All Relocation Costs shall be paid by Buyer as part of (not in addition to) the Purchase Price.

6. Possession. Sellers may retain possession of the described Property until March 1st, 2020, however, during such time that Sellers retain possession, Sellers shall:

- a. Maintain the house in good condition;
- b. Maintain hazard and fire insurance and any other necessary insurance, including liability insurance, at the fair market value of the house; and
- c. Name City as additional insured on said insurance policy.

The parties further understand and agree that prior to the Possession Date, Sellers may retain possession of the Property in "as is" condition and Buyer is not responsible for any cost to improve the Property whatsoever, nor for any other hidden condition or defect of the house that may be discovered by the Sellers, nor any cost to cure such condition or defect whatsoever. When Sellers vacate the Property the Sellers shall deliver the keys and garage openers to the Property to the City of Olathe Legal Department, Second Floor of City Hall at 100 East Santa Fe Street, Olathe, Kansas. Sellers shall be responsible and liable for all personal property remaining on the Property and for any loss or damage to said personal property after the date of closing until removal of the personal property from the Property. Sellers shall be responsible for and pay all utilities and pro-rated taxes until the property is vacated and the keys are delivered to Buyer.

7. Environmental Inspection. Within ten (10) days of the Effective Date,

Sellers shall provide Buyer all existing environmental reports on the Property, if any, completed within the twelve (12) months preceding the Effective Date of this Contract (the "Environmental Reports"). Buyer shall have thirty (30) days after receipt of the Environmental Reports to review the reports, obtain updated Environmental Reports if it wishes, and submit written notification to Sellers of any unacceptable environmental conditions. In the event Buyer determines, in its sole and absolute discretion, that the Property contains an unacceptable environmental condition, this Contract shall, at Buyer's option, be null and void, in which event the Deposit shall be immediately returned by the Title Company to Buyer and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract.

8. Survey. Sellers shall, within ten (10) days after the Effective Date, cause to be furnished to Buyer, at Sellers' sole cost and expense, all existing surveys of the Property, if any. Buyer will be responsible, at its sole cost and expense, for obtaining any additional survey that may be required by the Title Company for an extended ALTA/ACSM title insurance policy (the "Survey").

9. Inspection Period. Buyer, its agents and representatives, shall have thirty (30) days after receipt of any Environmental Reports and survey provided by Sellers, as hereinafter defined (the "Inspection Period") to enter upon the Property to inspect the same and to perform such tests as needed to determine surface, subsurface and structural conditions of the Property, including but not limited to conducting Phase I and Phase II environmental inspections and core drillings. In the event Buyer notifies Sellers of any unacceptable condition of the Property this Contract shall, at Buyer's option, be null and void, in which event the Deposit shall be immediately refunded by the Title

Company to Buyer and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract. The parties hereby acknowledge that the Title Company shall be authorized to release the Deposit to Buyer upon receipt of the above-described notice related to unacceptable conditions of the Property.

10. Representations and Warranties. Sellers represent, warrant and covenant to Buyer that:

- a. Sellers have the legal capacity and authority to execute and deliver this Contract and all instruments to consummate the Closing of the sale of the Property.
- b. Sellers have no knowledge that any person other than Sellers has any right, title or interest in and to the Property.
- c. To Sellers' knowledge, there are no causes of action, suits or judgments against Sellers or the Property which would delay or prohibit the sale.
- d. There are no contracts, agreements or obligations of Sellers for and with respect to the Property which has not been disclosed to Buyer in writing, and which are or may become a lien against the Property or an obligation of Buyer upon Closing.
- e. To Sellers' knowledge, Sellers have received no written notices of any pending or threatened condemnation or disconnection of any existing utilities.
- f. Except as set forth in the Environmental Reports provided by Sellers, if any, to Sellers' knowledge, there has occurred no release, generation, discharge, manufacture, treatment, transportation or disposal on or in

connection with the Property of any hazardous, dangerous or toxic materials, substances or wastes (all, collectively, "Hazardous Materials"), as any of such terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (known as "CERCLA") or the Resource Conservation and Recovery Act (known as "RCRA") or any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing standards of conduct concerning any hazardous, toxic or dangerous materials, substances or wastes (all, collectively "Environmental Laws") in violation of any Environmental Laws.

11. Conditions Precedent. It is specifically agreed that Buyer's obligations hereunder are conditioned upon the satisfaction that Sellers' warranties and representations shall remain true and correct in all material respects on and as of the Closing Date. Should any warranty or representation not be in effect or complied with on or before Closing, Buyer shall have the option of (i) waiving compliance with any one or more of said warranties or representations and closing this transaction, (ii) extending the Closing Date for a reasonable period of time, not to exceed thirty (30) days, in order to provide Seller time to satisfy such warranties or representations, or (iii) terminating this Contract, in which latter event the Deposit shall be immediately refunded by the Title Company to Buyer and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Contract, other than obligations which are herein expressly provided to survive the termination of this Contract.

12. Conveyance of Title. Sellers shall convey good and marketable fee simple title to the Property to Buyer pursuant to a recordable statutory form warranty

deed. "Good and marketable title" as used herein shall mean ownership which, when acquired by Buyer, will be insurable by the Title Company under its standard ALTA extended coverage title insurance policy at standard rates, including such endorsements as Buyer may request, and is free and clear of all liens, encumbrances, and other exceptions to title except the Permitted Title Exceptions as hereinafter defined. The parties hereby specifically agree that the above-described title insurance policy shall be issued with all "standard exceptions" being deleted therefrom. The "standard exceptions" to be deleted shall include the mechanic's lien exception, the unsettled taxes exception, and all "standard" survey exceptions. Sellers shall deliver to Buyer at Closing an affidavit acceptable to Buyer and the Title Company stating that Sellers have sole and exclusive possession of the Property and stating, among other things which may be reasonably required by Buyer and Title Company, that either (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the last sixty (60) days immediately preceding Closing, or (ii) if there have been any such improvements or repairs, that all lienors, in connection with such improvements or repairs have been paid in full, together with such other documentation reasonably required by Buyer, including without limitations, a Foreign Investment in Real Property Tax Act (known as FIRPTA) income tax withholding certificate, and evidence of authority to consummate the sale, in form and substance acceptable to Buyer.

13. Title Commitment. After the Effective Date, Buyer may obtain a commitment for an owner's title insurance policy underwritten by the Title Company, together with legible copies of all documents recorded against the Property ("Title

Information”). The costs of said title insurance shall be paid by Buyer. Sellers agree that Buyer shall have until thirty (30) days after the Effective Date to examine the Title Information to the Property and notify Sellers of any objectionable matter or defect which affects the marketability or insurability of the title to the Property or which adversely affects the use of the Property. In the event Sellers are notified of any such objectionable matters, Sellers agree to promptly employ their best efforts to procure a cure for same. In the event, however, Sellers are unable through the exercise of their best efforts to cure any objectionable matter prior to Closing, then at Buyer’s option, Buyer may either (i) take title to the Property despite the existence of such cure, or (ii) terminate this Contract in which event the Deposit paid by Buyer shall be immediately refunded by the Title Company to Buyer, and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract, which shall then become null and void and of no further force and effect. Any title exceptions to the Property to which Buyer does not object, or any title exception as to which Buyer waives its objection, are referred to herein as “Permitted Exceptions” or “Permitted Title Exceptions.”

14. Destruction of the Property. Except as otherwise provided herein, Sellers shall bear the risk of all loss or damage to the Property and any personal property located on the Property from any causes whatsoever during the time Sellers are in possession of the Property. Sellers represent that they have and will maintain until “Closing” and so long thereafter as they occupy the Property, a policy of fire and extended coverage insurance in at least the full amount of the replacement cost of all buildings and improvements located on the Property (the “Property Insurance”). In the

event, at any time between the making of this Contract and Closing, all or any portion of the property is damaged or destroyed by whatever cause, then Buyer may elect either to: (i) terminate this Contract, in which event the Deposit paid by Buyer shall be immediately refunded by the Title Company to Buyer, and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract; or (ii) proceed to Closing with no reduction in the Purchase Price, in which event Sellers shall deliver to Buyer at Closing a duly executed assignment of Sellers' interest in all insurance proceeds payable as a result of any such fire or other casualty.

15. Maintenance of the Property. Prior to Closing and during possession of the Property, the Property shall be maintained by Sellers in a reasonable, professional and prudent manner and in its current condition at all times. Buyer is buying the house in its "as is" condition.

16. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Sellers:	Peters Rentals, LLC 12461 W. 154 th Terrace Overland Park, KS 66221
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If to Buyer:	City of Olathe PO Box 768 Olathe, KS 66051-0768 ATTN: City Clerk
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With a Copy to:	Ronald R. Shaver Olathe City Attorney PO Box 768
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Olathe, KS 66051-0768

If to Title Company: Security 1st Title
124 E. Park Street
Olathe, KS 66061
ATTN: Kathy Andrew

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

17. Amendments. Neither this Contract nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

18. Default. In the event the purchase and sale is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, by Sellers to convey the Property in accordance with the terms and conditions provided herein, or because of other fault of Sellers or reason provided herein for Buyer not consummating this transaction, the Deposit paid in connection with this Contract shall be returned by the Title Company to Buyer, without prejudice to any other legal or equitable right or remedy of Buyer against Sellers including, but not limited to, specific performance. In the event the purchase and sale is not consummated because of the default of Buyer, then the Title Company shall deliver the Deposit paid hereunder to Sellers as their sole and exclusive remedy, and as full, complete and final liquidated damages. Sellers and Buyer hereby agree that it would be impossible to ascertain the damages accruing to Sellers as a result of a default by Buyer under this Contract. The payment of said liquidated damages, therefore, shall constitute Sellers' sole and exclusive remedy against Buyer and shall be in lieu of the exercise by Sellers of any other legal or equitable right or

remedy which Sellers may have against Buyer as a result of Buyer's default, but in no event shall the amount of liquidated damages exceed the amount of Property Insurance maintained by Sellers as otherwise described herein.

19. Applicable Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Kansas.

20. Legal Fees. In the event legal action is instituted by any of the parties to enforce the terms of this Contract or arising out of the execution of this Contract, the prevailing party will be entitled to receive from the other party or party's reasonable attorney's fees to be determined by the court in which the action is brought.

21. Waiver. Failure of either Buyer or Sellers to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Buyer's or Sellers' right to exercise such right or to demand strict compliance with any term, condition or covenant under this Contract.

22. Agents or Brokers. Each party represents and warrants to the other that no real estate broker or agent has been instrumental in the procurement of this Contract. Additionally, Buyer and Sellers represent and warrant that no real estate commission or compensation shall be payable by such party with respect to the procurement and execution of this Contract or the sale of the Property contemplated hereby. Each party shall indemnify and save the other party wholly harmless against any loss, cost, or other expense, including reasonable attorney's fees, that may be incurred by such other party by reason of any breach of the foregoing warranties.

23. Counterparts. This Contract may be executed in several counterparts,

each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Contract.

24. Captions. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Contract.

25. Severability. The invalidity or enforceability of a particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

26. Entire Agreement. **TIME IS OF THE ESSENCE OF THIS CONTRACT.** This Contract constitutes the sole and entire contract of the parties and is binding upon Seller and Buyer, their heirs, successors, legal representatives and assigns.

27. Voluntary Negotiation. Each party hereby acknowledges that it has the power and authority to enter into this Contract. By signing this Contract, each party affirms, in accordance with K.S.A. 26-518 (c), that this Contract was negotiated voluntarily and in good faith, and that because this Contract will result in displacement of the Sellers, Sellers agree that the Relocation Costs included in the 25% Incentive and assistance provided by Buyer to Sellers are fair and reasonable.

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto as of the date first above written.

SELLERS:

Member, Peters Rentals, LLC

Member, Peters Rentals, LLC

Member, Peters Rentals, LLC

Member, Peters Rentals, LLC

BUYER:

CITY OF OLATHE, KANSAS
A Municipal Corporation

By: _____
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(SEAL)

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Contract") is hereby made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and between BENJAMIN ANTHONY VANDERPUTTEN, single person (the "Sellers"), and the CITY OF OLATHE, KANSAS, a municipal corporation duly organized under the laws of the State of Kansas, or its assignee or designee (the "Buyer" or "City"). This Real Estate Contract is subject to approval by the Governing Body of the City for acquisition of the property located at 540 S. Grant Street (effective only after this Contract is signed by the Mayor of said City).

WHEREAS, Sellers desire to sell and Buyer desires to purchase, upon the terms and conditions hereinafter set forth, the following described real estate located at 540 S. Grant Street, Olathe, Kansas, (Johnson County Parcel ID No. DP51000000 0001) and legally described as follows:

Lot 1, except the South 140 feet of the West 125 feet thereof, Offenbacher and Haworth's Addition to the City of Olathe, Johnson County, Kansas.

together with all rights, easements and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping and foliage thereon (the "Property").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree

as follows:

1. Purchase Price. Sellers shall sell the Property to Buyer and Buyer shall purchase the Property from Sellers for the sum of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00) (the "Purchase Price"), by delivery of immediately available and collectible funds at Closing, less the Deposit, but including closing costs (both as hereinafter defined) and subject to adjustments as provided herein.

2. Deposit. Within twenty (20) business days from the Effective Date of this agreement, Buyer shall deposit in escrow with Security 1st Title Company, a Kansas corporation duly authorized to provide real estate title services in the State of Kansas with its principal place of business at 124 E. Park St. Olathe KS 66061 (the "Title Company") an earnest money deposit of One Thousand Dollars (\$1,000) (the "Deposit"). In the event Title Company receives written notice of default, non-performance, or other demand for all or a portion of the Deposit from one of the parties (the "Demanding Party"), Title Company will immediately give written notice to the other party (the "Non-Demanding Party") of such claim or demand as hereinafter provided. In the event the Non-Demanding Party fails to dispute or object to such claim or demand within five (5) business days from the date of Title Company's written notice, Title Company is hereby authorized and directed to deliver the Deposit to the Demanding Party. In the event the Non-Demanding Party disputes or objects to the aforesaid claim or demand within the said five (5) business day period, Title Company is not to deliver the Deposit hereunder without receipt of a joint direction the parties, their successors or assigns, in writing, or as directed by a court of competent jurisdiction.

3. Fund Disputes. In the event a dispute arises with respect to the

distribution of any funds held pursuant to this Contract, the Title Company may apply to a court of competent jurisdiction for an order determining the party or parties to whom such funds shall be paid. All costs of such proceedings, including reasonable attorney's fees and costs incurred by the Title Company, and the successful party or parties in connection therewith, shall be paid by the unsuccessful party or parties to such proceedings.

4. Taxes. All real property ad valorem taxes shall be prorated (based upon 365-day year) between Buyer and Sellers as of the date of Closing (as hereinafter defined) based upon the most recently available property tax information provided by the Johnson County Appraiser's Office. If such tax information is not available for the year in question, taxes shall be re-prorated when the amount thereof can be ascertained and the provisions hereof shall survive the Closing and the delivery of Sellers' general warranty deed. All special assessments levied against the Property shall be paid in full by Sellers on or before closing even if said assessments are due in installments subsequent to Closing.

5. Closing. Closing hereunder (the "Closing") shall be held on or before sixty (60) days from the Effective Date of this Contract as long as all contingencies set forth herein have been satisfied or waived. Closing shall be held at the offices of the Title Company, or at such other location which may be agreed upon by the parties. "Closing Costs" are defined as all appraisal costs, inspection costs, title service costs, settlement statements, title insurance, governmental recording and transfer charges. All Closing Costs shall be paid by Buyer and shall not be included in the Purchase Price. "Relocation Costs" are defined as costs attributable to packing and unpacking personal

property, moving vehicle rental, disconnecting and reconnecting household appliances, temporary storage of personal property, insurance while property is in storage or transit, and/or transfer of utility services and utility reconnections. All Relocation Costs shall be paid by Buyer as part of (not in addition to) the Purchase Price.

6. Possession. Sellers may retain possession of the described Property until March 1st, 2020, however, during such time that Sellers retain possession, Sellers shall:

- a. Maintain the house in good condition;
- b. Maintain hazard and fire insurance and any other necessary insurance, including liability insurance, at the fair market value of the house; and
- c. Name City as additional insured on said insurance policy.

The parties further understand and agree that prior to the Possession Date, Sellers may retain possession of the Property in "as is" condition and Buyer is not responsible for any cost to improve the Property whatsoever, nor for any other hidden condition or defect of the house that may be discovered by the Sellers, nor any cost to cure such condition or defect whatsoever. When Sellers vacate the Property the Sellers shall deliver the keys and garage openers to the Property to the City of Olathe Legal Department, Second Floor of City Hall at 100 East Santa Fe Street, Olathe, Kansas. Sellers shall be responsible and liable for all personal property remaining on the Property and for any loss or damage to said personal property after the date of closing until removal of the personal property from the Property. Sellers shall be responsible for and pay all utilities and pro-rated taxes until the property is vacated and the keys are delivered to Buyer.

7. Environmental Inspection. Within ten (10) days of the Effective Date,

Sellers shall provide Buyer all existing environmental reports on the Property, if any, completed within the twelve (12) months preceding the Effective Date of this Contract (the "Environmental Reports"). Buyer shall have thirty (30) days after receipt of the Environmental Reports to review the reports, obtain updated Environmental Reports if it wishes, and submit written notification to Sellers of any unacceptable environmental conditions. In the event Buyer determines, in its sole and absolute discretion, that the Property contains an unacceptable environmental condition, this Contract shall, at Buyer's option, be null and void, in which event the Deposit shall be immediately returned by the Title Company to Buyer and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract.

8. Survey. Sellers shall, within ten (10) days after the Effective Date, cause to be furnished to Buyer, at Sellers' sole cost and expense, all existing surveys of the Property, if any. Buyer will be responsible, at its sole cost and expense, for obtaining any additional survey that may be required by the Title Company for an extended ALTA/ACSM title insurance policy (the "Survey").

9. Inspection Period. Buyer, its agents and representatives, shall have thirty (30) days after receipt of any Environmental Reports and survey provided by Sellers, as hereinafter defined (the "Inspection Period") to enter upon the Property to inspect the same and to perform such tests as needed to determine surface, subsurface and structural conditions of the Property, including but not limited to conducting Phase I and Phase II environmental inspections and core drillings. In the event Buyer notifies Sellers of any unacceptable condition of the Property this Contract shall, at Buyer's option, be null and void, in which event the Deposit shall be immediately refunded by the Title

Company to Buyer and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract. The parties hereby acknowledge that the Title Company shall be authorized to release the Deposit to Buyer upon receipt of the above-described notice related to unacceptable conditions of the Property.

10. Representations and Warranties. Sellers represent, warrant and covenant to Buyer that:

- a. Sellers have the legal capacity and authority to execute and deliver this Contract and all instruments to consummate the Closing of the sale of the Property.
- b. Sellers have no knowledge that any person other than Sellers has any right, title or interest in and to the Property.
- c. To Sellers' knowledge, there are no causes of action, suits or judgments against Sellers or the Property which would delay or prohibit the sale.
- d. There are no contracts, agreements or obligations of Sellers for and with respect to the Property which has not been disclosed to Buyer in writing, and which are or may become a lien against the Property or an obligation of Buyer upon Closing.
- e. To Sellers' knowledge, Sellers have received no written notices of any pending or threatened condemnation or disconnection of any existing utilities.
- f. Except as set forth in the Environmental Reports provided by Sellers, if any, to Sellers' knowledge, there has occurred no release, generation, discharge, manufacture, treatment, transportation or disposal on or in

connection with the Property of any hazardous, dangerous or toxic materials, substances or wastes (all, collectively, "Hazardous Materials"), as any of such terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (known as "CERCLA") or the Resource Conservation and Recovery Act (known as "RCRA") or any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing standards of conduct concerning any hazardous, toxic or dangerous materials, substances or wastes (all, collectively "Environmental Laws") in violation of any Environmental Laws.

11. Conditions Precedent. It is specifically agreed that Buyer's obligations hereunder are conditioned upon the satisfaction that Sellers' warranties and representations shall remain true and correct in all material respects on and as of the Closing Date. Should any warranty or representation not be in effect or complied with on or before Closing, Buyer shall have the option of (i) waiving compliance with any one or more of said warranties or representations and closing this transaction, (ii) extending the Closing Date for a reasonable period of time, not to exceed thirty (30) days, in order to provide Seller time to satisfy such warranties or representations, or (iii) terminating this Contract, in which latter event the Deposit shall be immediately refunded by the Title Company to Buyer and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Contract, other than obligations which are herein expressly provided to survive the termination of this Contract.

12. Conveyance of Title. Sellers shall convey good and marketable fee simple title to the Property to Buyer pursuant to a recordable statutory form warranty

deed. "Good and marketable title" as used herein shall mean ownership which, when acquired by Buyer, will be insurable by the Title Company under its standard ALTA extended coverage title insurance policy at standard rates, including such endorsements as Buyer may request, and is free and clear of all liens, encumbrances, and other exceptions to title except the Permitted Title Exceptions as hereinafter defined. The parties hereby specifically agree that the above-described title insurance policy shall be issued with all "standard exceptions" being deleted therefrom. The "standard exceptions" to be deleted shall include the mechanic's lien exception, the unsettled taxes exception, and all "standard" survey exceptions. Sellers shall deliver to Buyer at Closing an affidavit acceptable to Buyer and the Title Company stating that Sellers have sole and exclusive possession of the Property and stating, among other things which may be reasonably required by Buyer and Title Company, that either (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the last sixty (60) days immediately preceding Closing, or (ii) if there have been any such improvements or repairs, that all lienors, in connection with such improvements or repairs have been paid in full, together with such other documentation reasonably required by Buyer, including without limitations, a Foreign Investment in Real Property Tax Act (known as FIRPTA) income tax withholding certificate, and evidence of authority to consummate the sale, in form and substance acceptable to Buyer.

13. Title Commitment. After the Effective Date, Buyer may obtain a commitment for an owner's title insurance policy underwritten by the Title Company, together with legible copies of all documents recorded against the Property ("Title

Information"). The costs of said title insurance shall be paid by Buyer. Sellers agree that Buyer shall have until thirty (30) days after the Effective Date to examine the Title Information to the Property and notify Sellers of any objectionable matter or defect which affects the marketability or insurability of the title to the Property or which adversely affects the use of the Property. In the event Sellers are notified of any such objectionable matters, Sellers agree to promptly employ their best efforts to procure a cure for same. In the event, however, Sellers are unable through the exercise of their best efforts to cure any objectionable matter prior to Closing, then at Buyer's option, Buyer may either (i) take title to the Property despite the existence of such cure, or (ii) terminate this Contract in which event the Deposit paid by Buyer shall be immediately refunded by the Title Company to Buyer, and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract, which shall then become null and void and of no further force and effect. Any title exceptions to the Property to which Buyer does not object, or any title exception as to which Buyer waives its objection, are referred to herein as "Permitted Exceptions" or "Permitted Title Exceptions."

14. Destruction of the Property. Except as otherwise provided herein, Sellers shall bear the risk of all loss or damage to the Property and any personal property located on the Property from any causes whatsoever during the time Sellers are in possession of the Property. Sellers represent that they have and will maintain until "Closing" and so long thereafter as they occupy the Property, a policy of fire and extended coverage insurance in at least the full amount of the replacement cost of all buildings and improvements located on the Property (the "Property Insurance"). In the

event, at any time between the making of this Contract and Closing, all or any portion of the property is damaged or destroyed by whatever cause, then Buyer may elect either to: (i) terminate this Contract, in which event the Deposit paid by Buyer shall be immediately refunded by the Title Company to Buyer, and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract; or (ii) proceed to Closing with no reduction in the Purchase Price, in which event Sellers shall deliver to Buyer at Closing a duly executed assignment of Sellers' interest in all insurance proceeds payable as a result of any such fire or other casualty.

15. Maintenance of the Property. Prior to Closing and during possession of the Property, the Property shall be maintained by Sellers in a reasonable, professional and prudent manner and in its current condition at all times. Buyer is buying the house in its "as is" condition.

16. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Sellers:	Benjamin A. Vanderputten 540 South Grant Street Olathe, KS 66061
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If to Buyer:	City of Olathe PO Box 768 Olathe, KS 66051-0768 ATTN: City Clerk
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With a Copy to:	Ronald R. Shaver
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Olathe City Attorney
PO Box 768
Olathe, KS 66051-0768

If to Title Company: Security 1st Title
124 E. Park Street
Olathe, KS 66061
ATTN: Kathy Andrew

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

17. Amendments. Neither this Contract nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

18. Default. In the event the purchase and sale is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, by Sellers to convey the Property in accordance with the terms and conditions provided herein, or because of other fault of Sellers or reason provided herein for Buyer not consummating this transaction, the Deposit paid in connection with this Contract shall be returned by the Title Company to Buyer, without prejudice to any other legal or equitable right or remedy of Buyer against Sellers including, but not limited to, specific performance. In the event the purchase and sale is not consummated because of the default of Buyer, then the Title Company shall deliver the Deposit paid hereunder to Sellers as their sole and exclusive remedy, and as full, complete and final liquidated damages. Sellers and Buyer hereby agree that it would be impossible to ascertain the damages accruing to Sellers as a result of a default by Buyer under this Contract. The payment of said liquidated damages, therefore, shall constitute Sellers' sole and exclusive remedy against Buyer

and shall be in lieu of the exercise by Sellers of any other legal or equitable right or remedy which Sellers may have against Buyer as a result of Buyer's default, but in no event shall the amount of liquidated damages exceed the amount of Property Insurance maintained by Sellers as otherwise described herein.

19. Applicable Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Kansas.

20. Legal Fees. In the event legal action is instituted by any of the parties to enforce the terms of this Contract or arising out of the execution of this Contract, the prevailing party will be entitled to receive from the other party or party's reasonable attorney's fees to be determined by the court in which the action is brought.

21. Waiver. Failure of either Buyer or Sellers to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Buyer's or Sellers' right to exercise such right or to demand strict compliance with any term, condition or covenant under this Contract.

22. Agents or Brokers. Each party represents and warrants to the other that no real estate broker or agent has been instrumental in the procurement of this Contract. Additionally, Buyer and Sellers represent and warrant that no real estate commission or compensation shall be payable by such party with respect to the procurement and execution of this Contract or the sale of the Property contemplated hereby. Each party shall indemnify and save the other party wholly harmless against any loss, cost, or other expense, including reasonable attorney's fees, that may be incurred by such other party by reason of any breach of the foregoing warranties.

23. Counterparts. This Contract may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Contract.

24. Captions. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Contract.

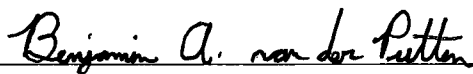
25. Severability. The invalidity or enforceability of a particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

26. Entire Agreement. **TIME IS OF THE ESSENCE OF THIS CONTRACT.** This Contract constitutes the sole and entire contract of the parties and is binding upon Seller and Buyer, their heirs, successors, legal representatives and assigns.

27. Voluntary Negotiation. Each party hereby acknowledges that it has the power and authority to enter into this Contract. By signing this Contract, each party affirms, in accordance with K.S.A. 26-518 (c), that this Contract was negotiated voluntarily and in good faith, and that because this Contract will result in displacement of the Sellers, Sellers agree that the Relocation Costs included in the 25% Incentive and assistance provided by Buyer to Sellers are fair and reasonable.

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto as of the date first above written.

SELLERS:


Benjamin A. Vanderputten

BUYER:

CITY OF OLATHE, KANSAS
A Municipal Corporation

By: _____
Michael E. Copeland, Mayor

ATTEST:

Donald T. Howell, City Clerk

(SEAL)

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Contract") is hereby made and entered into this _____ day of _____, 2020 (the "Effective Date"), by and between BARBARA A. NEWBANKS and DONALD W. NEWBANKS, as trustees of the BARBARA A. NEWBANKS REVOCABLE TRUST (the "Seller"), and the CITY OF OLATHE, KANSAS, a municipal corporation duly organized under the laws of the State of Kansas, or its assignee or designee (the "Buyer" or "City"). This Real Estate Contract is subject to approval by the Governing Body of the City for acquisition of the property located at 600 S. Grant Street (effective only after this Contract is signed by the Mayor of said City).

WHEREAS, Sellers desire to sell and Buyer desires to purchase, upon the terms and conditions hereinafter set forth, the following described real estate located at 600 S. Grant Street, Olathe, Kansas, (Johnson County Parcel ID No. DP51000000 0001B) and legally described as follows:

The North 70 feet of the South 140 feet of the West 125 feet of Lot 1,
OFFENBACHER AND HAWORTHS ADDITION, City of Olathe, Johnson
County, Kansas.

together with all rights, easements and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping and foliage thereon (the "Property").

NOW, THEREFORE, in consideration of the mutual promises and covenants

contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. Purchase Price. Sellers shall sell the Property to Buyer and Buyer shall purchase the Property from Sellers for the sum of Two Hundred Twenty-Two Thousand Five Hundred Dollars (\$222,500.00) (the "Purchase Price"), by delivery of immediately available and collectible funds at Closing, less the Deposit, but including closing costs (both as hereinafter defined) and subject to adjustments as provided herein.

2. Deposit. Within twenty (20) business days from the Effective Date of this agreement, Buyer shall deposit in escrow with Security 1st Title Company, a Kansas corporation duly authorized to provide real estate title services in the State of Kansas with its principal place of business at 124 E. Park St. Olathe KS 66061 (the "Title Company")) an earnest money deposit of One Thousand Dollars (\$1,000.00) (the "Deposit"). In the event Title Company receives written notice of default, non-performance, or other demand for all or a portion of the Deposit from one of the parties (the "Demanding Party"), Title Company will immediately give written notice to the other party (the "Non-Demanding Party") of such claim or demand as hereinafter provided. In the event the Non-Demanding Party fails to dispute or object to such claim or demand within five (5) business days from the date of Title Company's written notice, Title Company is hereby authorized and directed to deliver the Deposit to the Demanding Party. In the event the Non-Demanding Party disputes or objects to the aforesaid claim or demand within the said five (5) business day period, Title Company is not to deliver the Deposit hereunder without receipt of a joint direction the parties, their successors or

assigns, in writing, or as directed by a court of competent jurisdiction.

3. Fund Disputes. In the event a dispute arises with respect to the distribution of any funds held pursuant to this Contract, the Title Company may apply to a court of competent jurisdiction for an order determining the party or parties to whom such funds shall be paid. All costs of such proceedings, including reasonable attorney's fees and costs incurred by the Title Company, and the successful party or parties in connection therewith, shall be paid by the unsuccessful party or parties to such proceedings.

4. Taxes. All real property ad valorem taxes shall be prorated (based upon 365-day year) between Buyer and Sellers as of the date of Closing (as hereinafter defined) based upon the most recently available property tax information provided by the Johnson County Appraiser's Office. If such tax information is not available for the year in question, taxes shall be re-prorated when the amount thereof can be ascertained and the provisions hereof shall survive the Closing and the delivery of Sellers' general warranty deed. All special assessments levied against the Property shall be paid in full by Sellers on or before closing even if said assessments are due in installments subsequent to Closing.

5. Closing. Closing hereunder (the "Closing") shall be held on or before sixty (60) days from the Effective Date of this Contract as long as all contingencies set forth herein have been satisfied or waived. Closing shall be held at the offices of the Title Company, or at such other location which may be agreed upon by the parties. "Closing Costs" are defined as all appraisal costs, inspection costs, title service costs, settlement statements, title insurance, governmental recording and transfer charges. All Closing

Costs shall be paid by Buyer and shall not be included in the Purchase Price. "Relocation Costs" are defined as costs attributable to packing and unpacking personal property, moving vehicle rental, disconnecting and reconnecting household appliances, temporary storage of personal property, insurance while property is in storage or transit, and/or transfer of utility services and utility reconnections. All Relocation Costs shall be paid by Buyer as part of (not in addition to) the Purchase Price.

6. Possession. Sellers may retain possession of the described Property until April 1st, 2020, however, during such time that Sellers retain possession Sellers shall:

- a. Maintain the house in good condition;
- b. Maintain hazard and fire insurance and any other necessary insurance, including liability insurance, at the fair market value of the house; and
- c. Name City as additional insured on said insurance policy.

The parties further understand and agree that prior to the Possession Date, Sellers may retain possession of the Property in "as is" condition and Buyer is not responsible for any cost to improve the Property whatsoever, nor for any other hidden condition or defect of the house that may be discovered by the Sellers, nor any cost to cure such condition or defect whatsoever. When Sellers vacate the Property the Sellers shall deliver the keys and garage openers to the Property to the City of Olathe Legal Department, Second Floor of City Hall at 100 East Santa Fe Street, Olathe, Kansas. Sellers shall be responsible and liable for all personal property remaining on the Property and for any loss or damage to said personal property after the date of closing until removal of the personal property from the Property. Sellers shall be responsible for and pay all utilities and pro-rated taxes until the property is vacated and the keys are

delivered to Buyer.

7. Environmental Inspection. Within ten (10) days of the Effective Date, Sellers shall provide Buyer all existing environmental reports on the Property, if any, completed within the twelve (12) months preceding the Effective Date of this Contract (the "Environmental Reports"). Buyer shall have thirty (30) days after receipt of the Environmental Reports to review the reports, obtain updated Environmental Reports if it wishes, and submit written notification to Sellers of any unacceptable environmental conditions. In the event Buyer determines, in its sole and absolute discretion, that the Property contains an unacceptable environmental condition, this Contract shall, at Buyer's option, be null and void, in which event the Deposit shall be immediately returned by the Title Company to Buyer and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract.

8. Survey. Sellers shall, within ten (10) days after the Effective Date, cause to be furnished to Buyer, at Sellers' sole cost and expense, all existing surveys of the Property, if any. Buyer will be responsible, at its sole cost and expense, for obtaining any additional survey that may be required by the Title Company for an extended ALTA/ACSM title insurance policy (the "Survey").

9. Inspection Period. Buyer, its agents and representatives, shall have thirty (30) days after receipt of any Environmental Reports and survey provided by Sellers, as hereinafter defined (the "Inspection Period") to enter upon the Property to inspect the same and to perform such tests as needed to determine surface, subsurface and structural conditions of the Property, including but not limited to conducting Phase I and Phase II environmental inspections and core drillings. In the event Buyer notifies Sellers

of any unacceptable condition of the Property this Contract shall, at Buyer's option, be null and void, in which event the Deposit shall be immediately refunded by the Title Company to Buyer and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract. The parties hereby acknowledge that the Title Company shall be authorized to release the Deposit to Buyer upon receipt of the above-described notice related to unacceptable conditions of the Property.

10. Representations and Warranties. Sellers represent, warrant and covenant to Buyer that:

- a. Sellers have the legal capacity and authority to execute and deliver this Contract and all instruments to consummate the Closing of the sale of the Property.
- b. Sellers have no knowledge that any person other than Sellers has any right, title or interest in and to the Property.
- c. To Sellers' knowledge, there are no causes of action, suits or judgments against Sellers or the Property which would delay or prohibit the sale.
- d. There are no contracts, agreements or obligations of Sellers for and with respect to the Property which has not been disclosed to Buyer in writing, and which are or may become a lien against the Property or an obligation of Buyer upon Closing.
- e. To Sellers' knowledge, Sellers have received no written notices of any pending or threatened condemnation or disconnection of any existing utilities.
- f. Except as set forth in the Environmental Reports provided by Sellers, if

any, to Sellers' knowledge, there has occurred no release, generation, discharge, manufacture, treatment, transportation or disposal on or in connection with the Property of any hazardous, dangerous or toxic materials, substances or wastes (all, collectively, "Hazardous Materials"), as any of such terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (known as "CERCLA") or the Resource Conservation and Recovery Act (known as "RCRA") or any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing standards of conduct concerning any hazardous, toxic or dangerous materials, substances or wastes (all, collectively "Environmental Laws") in violation of any Environmental Laws.

11. Conditions Precedent. It is specifically agreed that Buyer's obligations hereunder are conditioned upon the satisfaction that Sellers' warranties and representations shall remain true and correct in all material respects on and as of the Closing Date. Should any warranty or representation not be in effect or complied with on or before Closing, Buyer shall have the option of (i) waiving compliance with any one or more of said warranties or representations and closing this transaction, (ii) extending the Closing Date for a reasonable period of time, not to exceed thirty (30) days, in order to provide Seller time to satisfy such warranties or representations, or (iii) terminating this Contract, in which latter event the Deposit shall be immediately refunded by the Title Company to Buyer and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Contract, other than obligations which are herein expressly provided to survive the termination of this Contract.

12. Conveyance of Title. Sellers shall convey good and marketable fee simple title to the Property to Buyer pursuant to a recordable statutory form warranty deed. "Good and marketable title" as used herein shall mean ownership which, when acquired by Buyer, will be insurable by the Title Company under its standard ALTA extended coverage title insurance policy at standard rates, including such endorsements as Buyer may request, and is free and clear of all liens, encumbrances, and other exceptions to title except the Permitted Title Exceptions as hereinafter defined. The parties hereby specifically agree that the above-described title insurance policy shall be issued with all "standard exceptions" being deleted therefrom. The "standard exceptions" to be deleted shall include the mechanic's lien exception, the unsettled taxes exception, and all "standard" survey exceptions. Sellers shall deliver to Buyer at Closing an affidavit acceptable to Buyer and the Title Company stating that Sellers have sole and exclusive possession of the Property and stating, among other things which may be reasonably required by Buyer and Title Company, that either (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the last sixty (60) days immediately preceding Closing, or (ii) if there have been any such improvements or repairs, that all lienors, in connection with such improvements or repairs have been paid in full, together with such other documentation reasonably required by Buyer, including without limitations, a Foreign Investment in Real Property Tax Act (known as FIRPTA) income tax withholding certificate, and evidence of authority to consummate the sale, in form and substance acceptable to Buyer.

13. Title Commitment. After the Effective Date, Buyer may obtain a

commitment for an owner's title insurance policy underwritten by the Title Company, together with legible copies of all documents recorded against the Property ("Title Information"). The costs of said title insurance shall be paid by Buyer. Sellers agree that Buyer shall have until thirty (30) days after the Effective Date to examine the Title Information to the Property and notify Sellers of any objectionable matter or defect which affects the marketability or insurability of the title to the Property or which adversely affects the use of the Property. In the event Sellers are notified of any such objectionable matters, Sellers agree to promptly employ their best efforts to procure a cure for same. In the event, however, Sellers are unable through the exercise of their best efforts to cure any objectionable matter prior to Closing, then at Buyer's option, Buyer may either (i) take title to the Property despite the existence of such cure, or (ii) terminate this Contract in which event the Deposit paid by Buyer shall be immediately refunded by the Title Company to Buyer, and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract, which shall then become null and void and of no further force and effect. Any title exceptions to the Property to which Buyer does not object, or any title exception as to which Buyer waives its objection, are referred to herein as "Permitted Exceptions" or "Permitted Title Exceptions."

14. Destruction of the Property. Except as otherwise provided herein, Sellers shall bear the risk of all loss or damage to the Property and any personal property located on the Property from any causes whatsoever during the time Sellers are in possession of the Property. Sellers represent that they have and will maintain until "Closing" and so long thereafter as they occupy the Property, a policy of fire and

extended coverage insurance in at least the full amount of the replacement cost of all buildings and improvements located on the Property (the "Property Insurance"). In the event, at any time between the making of this Contract and Closing, all or any portion of the property is damaged or destroyed by whatever cause, then Buyer may elect either to: (i) terminate this Contract, in which event the Deposit paid by Buyer shall be immediately refunded by the Title Company to Buyer, and neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Contract; or (ii) proceed to Closing with no reduction in the Purchase Price, in which event Sellers shall deliver to Buyer at Closing a duly executed assignment of Sellers' interest in all insurance proceeds payable as a result of any such fire or other casualty.

15. Maintenance of the Property. Prior to Closing and during possession of the Property, the Property shall be maintained by Sellers in a reasonable, professional and prudent manner and in its current condition at all times. Buyer is buying the house in its "as is" condition.

16. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Sellers:	Donald and Barbara Newbanks 13507 S. Locust Street Olathe, KS 66062
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If to Buyer:	City of Olathe PO Box 768 Olathe, KS 66051-0768
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ATTN: City Clerk

With a Copy to:

Ronald R. Shaver
Olathe City Attorney
PO Box 768
Olathe, KS 66051-0768

If to Title Company:

Security 1st Title
124 E. Park Street
Olathe, KS 66061
ATTN: Kathy Andrew

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

17. Amendments. Neither this Contract nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

18. Default. In the event the purchase and sale is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, by Sellers to convey the Property in accordance with the terms and conditions provided herein, or because of other fault of Sellers or reason provided herein for Buyer not consummating this transaction, the Deposit paid in connection with this Contract shall be returned by the Title Company to Buyer, without prejudice to any other legal or equitable right or remedy of Buyer against Sellers including, but not limited to, specific performance. In the event the purchase and sale is not consummated because of the default of Buyer, then the Title Company shall deliver the Deposit paid hereunder to Sellers as their sole and exclusive remedy, and as full, complete and final liquidated damages. Sellers and Buyer hereby agree that it would be impossible to ascertain the damages accruing to Sellers

as a result of a default by Buyer under this Contract. The payment of said liquidated damages, therefore, shall constitute Sellers' sole and exclusive remedy against Buyer and shall be in lieu of the exercise by Sellers of any other legal or equitable right or remedy which Sellers may have against Buyer as a result of Buyer's default, but in no event shall the amount of liquidated damages exceed the amount of Property Insurance maintained by Sellers as otherwise described herein.

19. Applicable Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Kansas.

20. Legal Fees. In the event legal action is instituted by any of the parties to enforce the terms of this Contract or arising out of the execution of this Contract, the prevailing party will be entitled to receive from the other party or party's reasonable attorney's fees to be determined by the court in which the action is brought.

21. Waiver. Failure of either Buyer or Sellers to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Buyer's or Sellers' right to exercise such right or to demand strict compliance with any term, condition or covenant under this Contract.

22. Agents or Brokers. Each party represents and warrants to the other that no real estate broker or agent has been instrumental in the procurement of this Contract. Additionally, Buyer and Sellers represent and warrant that no real estate commission or compensation shall be payable by such party with respect to the procurement and execution of this Contract or the sale of the Property contemplated hereby. Each party shall indemnify and save the other party wholly harmless against

any loss, cost, or other expense, including reasonable attorney's fees that may be incurred by such other party by reason of any breach of the foregoing warranties.

23. Counterparts. This Contract may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Contract.

24. Captions. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Contract.

25. Severability. The invalidity or enforceability of a particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

26. Entire Agreement. **TIME IS OF THE ESSENCE OF THIS CONTRACT.** This Contract constitutes the sole and entire contract of the parties and is binding upon Seller and Buyer, their heirs, successors, legal representatives and assigns.

27. Voluntary Negotiation. Each party hereby acknowledges that it has the power and authority to enter into this Contract. By signing this Contract, each party affirms, in accordance with K.S.A. 26-518 (c), that this Contract was negotiated voluntarily and in good faith, and that because this Contract will result in displacement of the Sellers, Sellers agree that the Relocation Costs included in the 25% Incentive and assistance provided by Buyer to Sellers are fair and reasonable.

28. Threat of Condemnation. Notwithstanding the foregoing Section 27, or any other provisions of this Contract to the contrary, each party acknowledges that Buyer has the power to condemn the Property under the authority of K.S.A. 12-635,

K.S.A. 26-201, et seq., and K.S.A. 26-501, et seq., that the taking of Sellers' property for public use is necessary for the purpose of constructing channel improvements and replacing existing culverts with larger existing culverts pursuant to public improvements project 2-C-017-19 by Buyer to Little Cedar Creek, that Buyer may threaten to condemn the Property in order to construct such public improvements, and that but for this Contract, Buyer could have exercised its condemnation powers to acquire the Property.

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto as of the date first above written.

SELLERS:

BUYER:

CITY OF OLATHE, KANSAS
A Municipal Corporation

By: _____
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(SEAL)



Project Fact Sheet
Little Cedar Creek (Park to Elm) Phase II
Stormwater Improvements Project
2-C-017-19
January 7, 2020

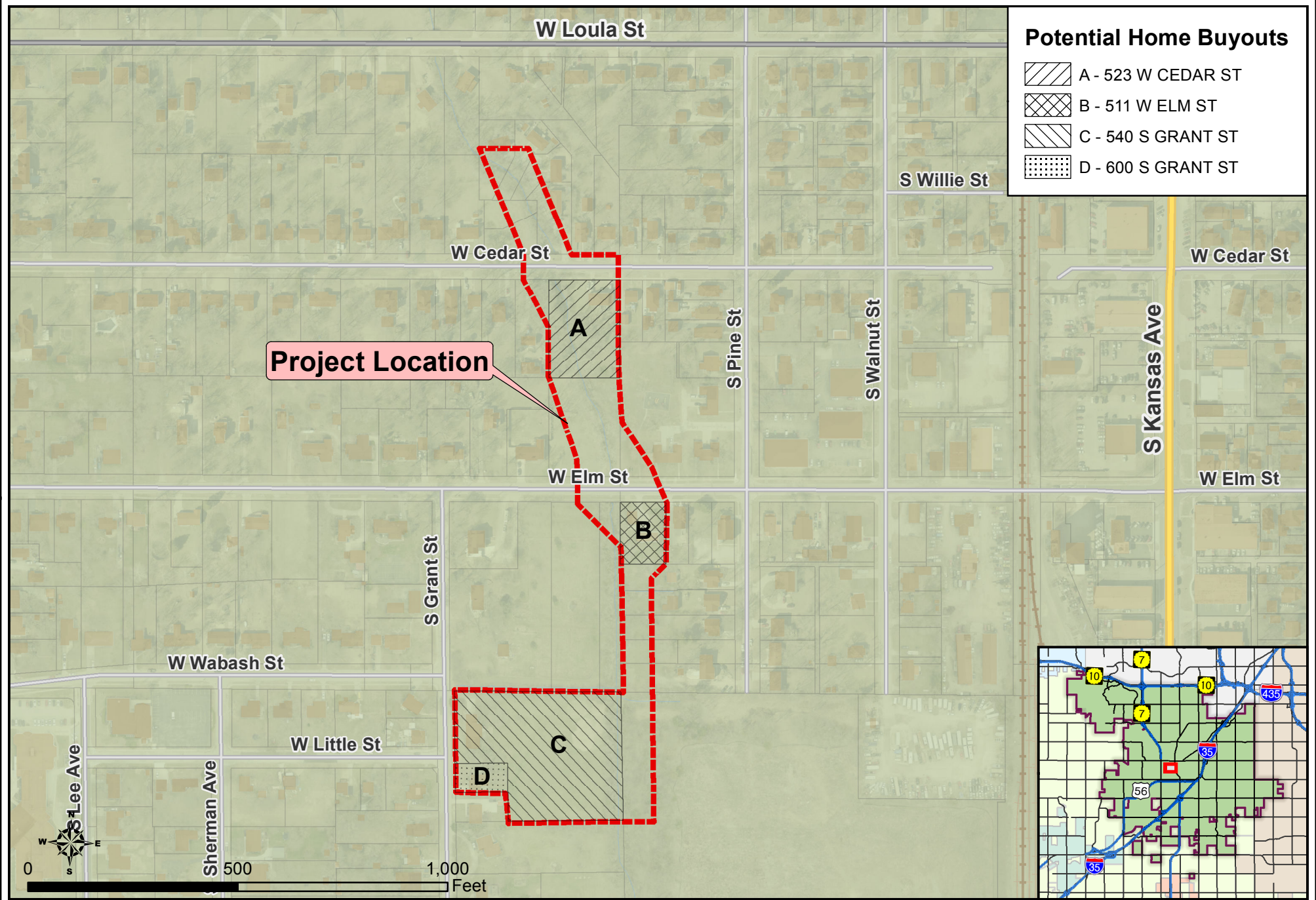
Project Manager: Beth Wright / Scott Ward

Description: This project will remove eight (8) homes from the FEMA regulated floodplain and minimize overtopping of Cedar and Elm Streets through a combination of voluntary home buyouts, culvert replacements, channel improvements and flood benching along the channel corridor.

Justification: This project will address street and house flooding that occurs along W. Elm Street, W. Cedar Street, and S. Grant Street.

Comments: This project has received Johnson County SMAC Program funds which will provide for 75% of design and construction up to a maximum of \$2,616,825.

Schedule:	Item	Date
Construction:	Land Acquisition	3/2020 – Estimate
	Utility Relocations	4/2020 – Estimate
	Advertise	5/2020 – Estimate
	Award Contract	6/2020 – Estimate
Council Actions:	Date	Amount
Real Estate Contracts	1/7/2020	\$907,500
Funding Sources:	Amount	CIP Year
SMAC Funds	\$2,616,825	2020
Stormwater Funds	\$1,148,175	2020
Expenditures:	Budget	Amount to Date
Land Acquisition	\$1,000,000	\$ 1,900
Utilities	\$ 45,000	\$ 0
Construction	\$2,200,000	\$ 0
Staff Time	\$ 50,000	\$21,455
Inspection	\$ 70,000	\$ 0
<u>Contingency</u>	<u>\$ 400,000</u>	<u>\$ 0</u>
Total	\$3,765,000	\$23,355



Little Cedar Creek, Park to Elm, Phase II
2-C-017-19
Project Location Map



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Mike Sirna/ Amy Tharnish

SUBJECT: Consideration of renewal of contract with Oracle America Inc. for technical support and licensing renewals for the EnterpriseOne Financial Management System.

ITEM DESCRIPTION:

Consideration of renewal of contract with Oracle America Inc. for technical support and licensing renewals for the EnterpriseOne Financial Management System.

SUMMARY:

Oracle America provides technical support and licensing for the EnterpriseOne Financial Management System and is purchased exclusively through Oracle America. This system is used by the City as its financial system. The system helps financial operational efficiency within the organization by providing visibility into inter-departmental transactions and distribution of the transactions to the various departments across the City and generating financial statements and reporting. These are just a few of the many benefits of this Financial Management System.

Annually, the City is required to perform a review of user licenses. The annual review of user licenses consists of looking at all employees with access to EnterpriseOne. It has been verified that employees have appropriate access for their job role. This ensures the City is not paying for unnecessary or unused licenses. No additional licenses are currently needed.

Staff recommends renewal of contract through January 22, 2021.

There are no Olathe vendors capable of providing these licenses or technical support.

FINANCIAL IMPACT:

Annual expenditure will be \$194,676.06 and will be charged to the Information Technology Department budget.

ACTION NEEDED:

Renewal of contract with Oracle America Inc. for technical support and licensing for the EnterpriseOne Financial Management System till January 22, 2021.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Consideration of the purchase of Kennedy Fire Hydrants from Olathe Winwater Works for the Hydrant Replacement Project, PN 5-C-030-20.

ITEM DESCRIPTION:

Consideration of the purchase of Kennedy Fire Hydrants from Olathe Winwater Works for the Hydrant Replacement Project, PN 5-C-030-20.

SUMMARY: The City of Olathe has an existing price agreement with Olathe Winwater Works for the purchase of fire hydrants, extensions and hydrant repair kits. The current price agreement/contract with Olathe Winwater Works provides a \$1,560.00 per unit cost for Kennedy Guardian Fire Hydrants.

Staff recommends purchasing one hundred twenty-five (125) fire hydrants from Olathe Winwater Works through the price agreement/contract for the Hydrant Replacement Project at a total cost of \$195,000.

This is the fifth year of the Hydrant Replacement Project. The 2019 scope includes replacement of 125 obsolete, outdated or damaged fire hydrants throughout the City of Olathe.

Olathe Winwater Works is an Olathe vendor.

FINANCIAL IMPACT:

Funding for the Hydrant Replacement Project (PN 5-C-030-20), as approved in the 2020 Capital Improvement Plan, includes the following sources:

Revenue Bonds	\$352,000
---------------	-----------

The cost for purchase of one hundred (125) Kennedy Fire Hydrants from Olathe Winwater Works is \$195,000. The remaining \$157,000 in project funds will be spent on additional materials and contracted services and will be brought to future Council Meetings as required.

ACTION NEEDED:

Approval of the purchase of Kennedy Fire Hydrants from Olathe Winwater Works for the Hydrant Replacement Project, PN 5-C-030-20.

ATTACHMENT(S):

A: None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Acceptance of bid and consideration of award of contract to Pro Circuit, Inc. for city-wide Generator Maintenance and Repair Services.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award of contract to Pro Circuit, Inc. for city-wide Generator Maintenance and Repair Services.

SUMMARY:

On November 19, 2019 three (3) bids were received from firms who could provide Generator Maintenance and Repair for the City.

The City has back-up generators at all crucial infrastructure. This contract will allow for these systems to remain updated, maintained, and in working condition.

Annually all generators are inspected, serviced, and load bank tested (test to make sure generator is performing to spec) to ensure that they are in good working order when needed.

Staff recommends a three (3) year contract with annual review to Pro Circuit, Inc. No Olathe vendors could provide these services.

FINANCIAL IMPACT:

Estimated annual expenditures over the next three (3) years will be \$66,000 and will be funded by the Central Garage Fund.

ACTION NEEDED:

Award of contract to Pro Circuit, Inc.

ATTACHMENT(S):

Bid Tabulation

Bid IFB #19-0258 - Generator Maintenance & Repair
End Date 2019-11-19 01:00 PM CST

Item Code	Item Name	Item Description	Qty	Unit	CK Power Lenexa, KS		Central Power Systems & Services Liberty, MO		Pro Circuit, Inc. Kansas City, MO	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	HSWW Treatment 200 E. Harold (8216)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
1.1	HSWW Treatment 200 E. Harold (8216)	Oil/filter change	1	each	\$700.00	\$700.00	\$663.00	\$663.00	\$363.00	\$363.00
2	FS #3 14940 W. 143rd Street (8219)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
2.1	FS #3 14940 W. 143rd Street (8219)	Oil/filter change	1	each	\$360.00	\$360.00	\$438.00	\$438.00	\$293.00	\$293.00
3	FS #2 1725 N. Renner (8220)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
3.1	FS #2 1725 N. Renner (8220)	Oil/filter change	1	each	\$450.00	\$450.00	\$496.00	\$496.00	\$320.00	\$320.00
4	Renner Water Tower 11851 S. Renner (8223)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
4.1	Renner Water Tower 11851 S. Renner (8223)	Oil/filter change	1	each	\$1,000.00	\$1,000.00	\$673.00	\$673.00	\$363.00	\$363.00
5	FS #5 1128 Spruce (8225)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
5.1	FS #5 1128 Spruce (8225)	Oil/filter change	1	each	\$370.00	\$370.00	\$448.00	\$448.00	\$284.00	\$284.00
6	Black Bob Park Tower-14500 W. 151 Street (8230)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
6.1	Black Bob Park Tower-14500 W. 151 Street (8230)	Oil/filter change	1	each	\$1,300.00	\$1,300.00	\$757.00	\$757.00	\$488.00	\$488.00
7	Lift Station-26571 W. 111th Street (8235)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
7.1	Lift Station-26571 W. 111th Street (8235)	Oil/filter change	1	each	\$360.00	\$360.00	\$385.00	\$385.00	\$263.00	\$263.00
8	Lift Station-9999 S. Cedar Creek Rd. (8241)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
8.1	Lift Station-9999 S. Cedar Creek Rd. (8241)	Oil/filter change	1	each	\$360.00	\$360.00	\$385.00	\$385.00	\$263.00	\$263.00
9	Collector Well #2 8255 S. Gardner Rd-Desoto (8244)	Annual inspection/service	1	each	\$0.00	\$0.00	\$355.00	\$355.00	\$193.00	\$193.00
9.1	Collector Well #2 8255 S. Gardner Rd-Desoto (8244)	Oil/filter change	1	each	\$1,300.00	\$1,300.00	\$1,212.00	\$1,212.00	\$831.00	\$831.00
10	Olathe Fire Admin-1225 S. Hamilton (8248)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
10.1	Olathe Fire Admin-1225 S. Hamilton (8248)	Oil/filter change	1	each	\$485.00	\$485.00	\$536.00	\$536.00	\$298.00	\$298.00
11	Public Safety FS#1, 501 E. Old 56 Highway (8251)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
11.1	Public Safety FS#1, 501 E. Old 56 Highway (8251)	Oil/filter change	1	each	\$925.00	\$925.00	\$851.00	\$851.00	\$298.00	\$298.00
12	Cedar Creek-New-26196 W. 119th (8252)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
12.1	Cedar Creek-New-26196 W. 119th (8252)	Oil/filter change	1	each	\$700.00	\$700.00	\$769.00	\$769.00	\$363.00	\$363.00
13	Lift Station-306 S. Wardcliff Drive (8254)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
13.1	Lift Station-306 S. Wardcliff Drive (8254)	Oil/filter change	1	each	\$415.00	\$415.00	\$413.00	\$413.00	\$259.00	\$259.00
14	Lift Station-24715 W. 143rd Street (8255)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
14.1	Lift Station-24715 W. 143rd Street (8255)	Oil/filter change	1	each	\$360.00	\$360.00	\$395.00	\$395.00	\$259.00	\$259.00
15	FS #7-16110 S. Mur-Len (8256)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
15.1	FS #7-16110 S. Mur-Len (8256)	Oil/filter change	1	each	\$460.00	\$460.00	\$518.00	\$518.00	\$338.00	\$338.00
16	Traffic Operations-309 N. Rodgers Road (8257)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
16.1	Traffic Operations-309 N. Rodgers Road (8257)	Oil/filter change	1	each	\$360.00	\$360.00	\$383.00	\$383.00	\$259.00	\$259.00
17	Lift Station-26124 W. 143rd Street (8258)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
17.1	Lift Station-26124 W. 143rd Street (8258)	Oil/filter change	1	each	\$480.00	\$480.00	\$403.00	\$403.00	\$259.00	\$259.00
18	FS # 6 - 24200 West 111th (8259)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
18.1	FS # 6 - 24200 West 111th (8259)	Oil/filter change	1	each	\$385.00	\$385.00	\$493.00	\$493.00	\$288.00	\$288.00
19	Public Safety/FS#1-New-501 E. Old 56 Highway (8261)	Annual inspection/service	1	each	\$0.00	\$0.00	\$355.00	\$355.00	\$193.00	\$193.00
19.1	Public Safety/FS#1-New-501 E. Old 56 Highway (8261)	Oil/filter change	1	each	\$2,500.00	\$2,500.00	\$1,646.00	\$1,646.00	\$535.00	\$535.00
20	Street Department-400 E. Harold (8262)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
20.1	Street Department-400 E. Harold (8262)	Oil/filter change	1	each	\$360.00	\$360.00	\$410.00	\$410.00	\$259.00	\$259.00
21	FS#4-13301 S Mur Len (8232)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
21.1	FS#4-13301 S Mur Len (8232)	Oil/filter change	1	each	\$360.00	\$360.00	\$426.00	\$426.00	\$298.00	\$298.00
22	Hedge Lane Water Tower-710 Hedge Lane (8243)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00

Bid IFB #19-0258 - Generator Maintenance & Repair
End Date 2019-11-19 01:00 PM CST

					CK Power Lenexa, KS		Central Power Systems & Services Liberty, MO		Pro Circuit, Inc. Kansas City, MO	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
22.1	Hedge Lane Water Tower-710 Hedge Lane (8243)	Oil/filter change	1	each	\$3,000.00	\$3,000.00	\$2,970.00	\$2,970.00	\$2,308.00	\$2,308.00
23	1415 S. Robinson Bldg. (8245)	Annual inspection/service	1	each	\$0.00	\$0.00	\$355.00	\$355.00	\$193.00	\$193.00
23.1	1415 S. Robinson Bldg. (8245)	Oil/filter change	1	each	\$1,300.00	\$1,300.00	\$1,612.00	\$1,612.00	\$660.00	\$660.00
24	Water Plant #2 27065 W. 83rd Street (8246)	Annual inspection/service	1	each	\$0.00	\$0.00	\$455.00	\$455.00	\$193.00	\$193.00
24.1	Water Plant #2 27065 W. 83rd Street (8246)	Oil/filter change	1	each	\$3,000.00	\$3,000.00	\$2,939.00	\$2,939.00	\$2,308.00	\$2,308.00
25	Water Plant Collector Well #1 30700 W. 82nd Street (8247)	Annual inspection/service	1	each	\$0.00	\$0.00	\$455.00	\$455.00	\$193.00	\$193.00
25.1	Water Plant Collector Well #1 30700 W. 82nd Street (8247)	Oil/filter change	1	each	\$2,500.00	\$2,500.00	\$2,608.00	\$2,608.00	\$1,718.00	\$1,718.00
26	City Hall, 100 E. Santa Fe (8249)	Annual inspection/service	1	each	\$0.00	\$0.00	\$355.00	\$355.00	\$193.00	\$193.00
26.1	City Hall, 100 E. Santa Fe (8249)	Oil/filter change	1	each	\$1,300.00	\$1,300.00	\$1,657.00	\$1,657.00	\$598.00	\$598.00
27	1226 E. Sleepy Hollow (8250)	Annual inspection/service	1	each	\$0.00	\$0.00	\$230.00	\$230.00	\$193.00	\$193.00
27.1	1226 E. Sleepy Hollow (8250)	Oil/filter change	1	each	\$360.00	\$360.00	\$382.00	\$382.00	\$258.00	\$258.00
29	Labor - Regular Time per hour		1	Hour	\$110.00	\$110.00	\$100.00	\$100.00	\$90.00	\$90.00
30	Labor - Overtime per hour		1	Hour	\$150.00	\$150.00	\$150.00	\$150.00	\$135.00	\$135.00
31	Labor - weekends/holidays per hour		1	Hour	\$200.00	\$200.00	\$150.00	\$150.00	\$180.00	\$180.00
32	Labor - Emergency service, if required		1	Hour	\$110.00	\$110.00	\$150.00	\$150.00	\$135.00	\$135.00
33	State the percentage that will be added to your cost for materials used for repairs		1	percentage	25%	25%	15%	15%	15%	15%
TOTAL					\$25,450.00		\$32,028.00		\$20,242.00	
									\$19,440.82	



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Acceptance of bid and consideration of award of contract to Pure Technologies U.S. Inc. (d/b/a Wachs Water Services) for water valve and fire hydrant exercise, inspections and fire flow testing.

ITEM DESCRIPTION:

Acceptance of bid and consideration of award of contract to Pure Technologies U.S. Inc. (d/b/a Wachs Water Services) for water valve and fire hydrant exercise, inspections and fire flow testing.

SUMMARY: In July 2019, The City of Kansas City, Missouri Water Services Department competitively issued a bid and awarded a professional, specialized or technical services contract (Contract No. 9508) to Pure Technologies U.S. Inc. (d/b/a Wachs Water Services) for water valve and hydrant assessments, mapping and data management.

Wachs Water Services agreed, as part of KCMO Water Services Department Contract No. 9508, to provide services to any municipality, governmental public utility, or any member of Mid-America Regional Council to accept and award this cooperative purchase contract. The City of Olathe has previously utilized this contract for water valve and hydrant exercise, inspections and fire flow testing in 2017, 2018 and 2019.

For 2020, it is proposed that Wachs Water Services inventory, exercise and inspect an additional 800 water distribution valves and perform the fire flow testing and inspection on an additional 1,140 fire hydrants throughout the City of Olathe's Water Service Area.

Wachs Water Services is nationally known for providing water distribution system asset management services and authored the "Valve Exercise Procedure" implemented by the American Water Works Association. Wachs Water Services has performed valve management services for many large municipalities (Houston and Baltimore, among others) and is currently providing valve exercise services for both KCMO Water and BPU (Board of Public Utilities, Kansas City Kansas/Wyandotte County). Wachs Water Services' presence in the area, working with other municipal water systems, reduces mobilization costs and provides greater value to Olathe's valve and fire hydrant inspection programs. The critical nature of these assets requires a high level of expertise and a proven track record of similar projects.

Staff recommends award of this price agreement to Pure Technologies U.S. Inc. (d/b/a Wachs Water Services). No Olathe companies provide this service.

FINANCIAL IMPACT:

Anticipated expenditures for 2020 are \$293,500.00. Expenditures will be charged to the Water and Sewer Fund.

ACTION NEEDED:

Acceptance of bid and award of contract to Pure Technologies U.S. Inc. (d/b/a Wachs Water Services) for water valve and hydrant exercise, inspections and fire flow testing.

ATTACHMENT(S):

A: None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works - Planning Division

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

SUBJECT: VAC19-0005: Vacation of an Existing Waterline Easement at Olathe Medical Center, Owner/Applicant: Jeff Dossett, Chief Operating Officer of Olathe Medical Center, Inc.

ITEM DESCRIPTION:

Consideration of Ordinance No. 20-01 (VAC19-0005), requesting vacation of an existing waterline easement at Olathe Medical Center; located at 20333 W 151st Street. Planning Commission recommends approval 8-0.

SUMMARY:

This is a request to vacate an existing, 15-foot-wide waterline easement at 20333 W 151st Street. The Olathe Medical Center is constructing a pharmacy addition on the property which will be built over the existing waterline.

The proposed easements for vacation are located within the interior of the site and over 200 feet away from any property lines; therefore, a public notice letter was not required in this case.

The site is located within the City of Olathe water and sewer service area, and the vacation has no effect on public or private utilities for the surrounding properties. The Public Works Department has reviewed the vacation request and recommends approval as proposed.

The Planning Commission held a public hearing on December 9, 2019. The Planning Commission recommended approval of the vacation of the existing waterline easement with a vote of 8-0 as reflected in the minutes. No individuals spoke in opposition of the vacation request at the public hearing.

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Approve Ordinance No. 20-01 for the vacation of an existing waterline easement as recommended by the Planning Commission.
 2. Reject the vacation of an existing waterline easement and return to the Planning Commission for further consideration, advising the Commission of the reasons for the rejection.
-

ATTACHMENT(S):

- A. Planning Commission Packet
 - B. Planning Commission Minutes
 - C. Ordinance No. 20-01
-



Planning Division

STAFF REPORT**Planning Commission Meeting: December 09, 2019**

Application:	<u>VAC19-0005</u> Request for a Vacation of Waterline at Olathe Medical Center
Location:	20333 W. 151 st Street
Owner/Applicant:	Jeff Dossett, CFO
Engineer:	Todd Allenbrand, Payne & Brockway, PA
Staff Contact:	Brenna Kiu, Planning Intern

1. Comments:

This is a request to vacate an existing, 15-foot-wide, permanent waterline easement at 20333 W 151st Street. The Olathe Medical Center is constructing a pharmacy addition to the existing building (PAR19-0007) over the existing waterline. The waterline will be relocated for the construction of PAR19-0007.

2. Public Notice:

Public notice is required to surrounding properties within 200 feet of the subject property per Unified Development Ordinance (UDO) requirements. The proposed easements for vacation are located within the interior of the site and over 200 feet away from any property lines. Therefore, a public notice letter is not required in this case. There is also no effect on public utilities for the surrounding properties.

The site is located within the City of Olathe water and sewer service area. The easements are dedicated exclusively for public utilities so private utility sign-off letters are not required. The Public Works Department has reviewed the exhibits for the proposed easement vacation and recommends approval as proposed.

3. Streets/Right-of-Way:

The site has access to 151st Street, and there are no proposed changes to the access drives to public streets with this vacation.



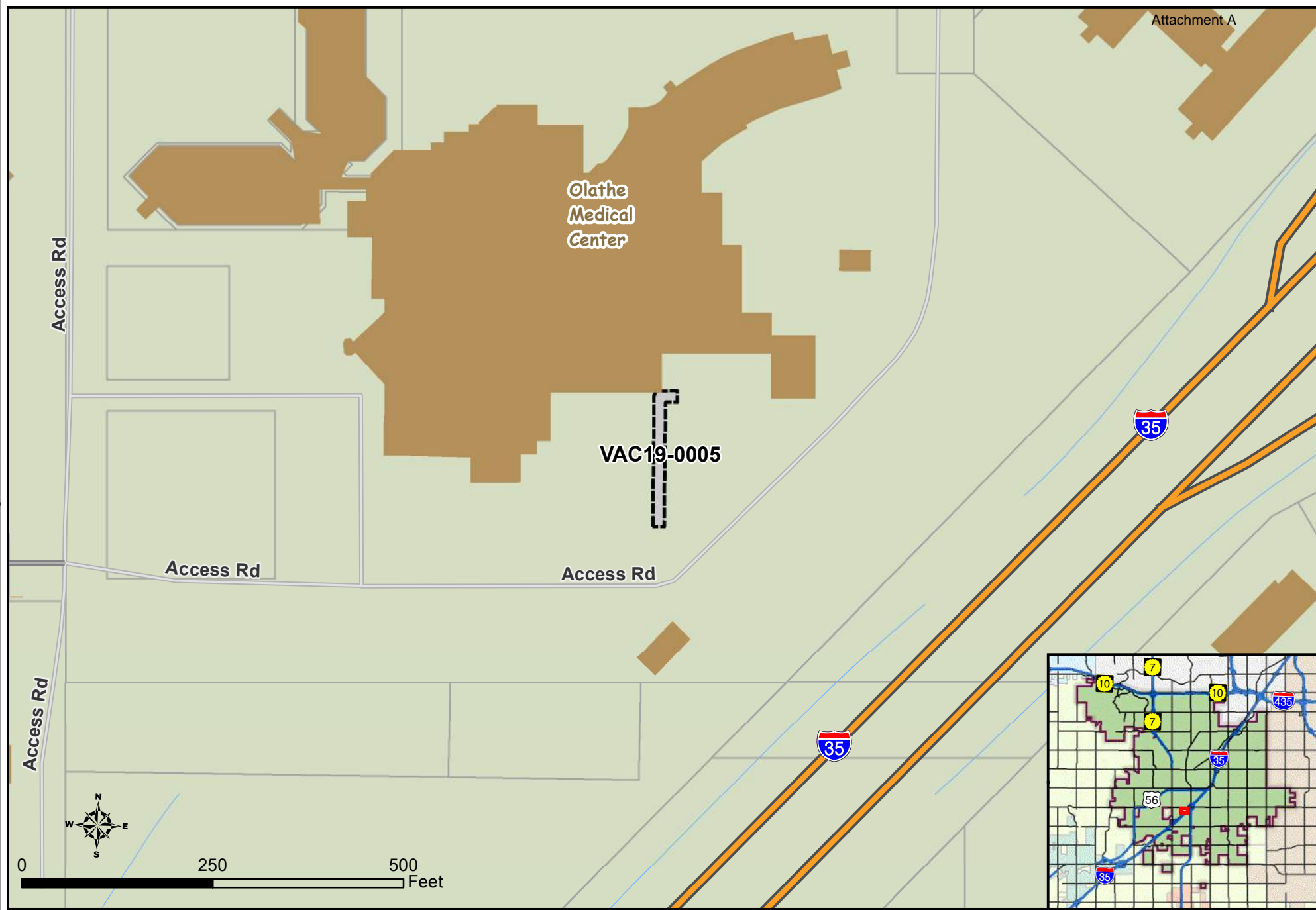
Site Aerial



View looking North from Access Road

4. **Staff Recommendation:**

Staff recommends approval of VAC19-0005 as proposed.



OLATHE MEDICAL CENTER - EASEMENT VACATION
VAC19-0005

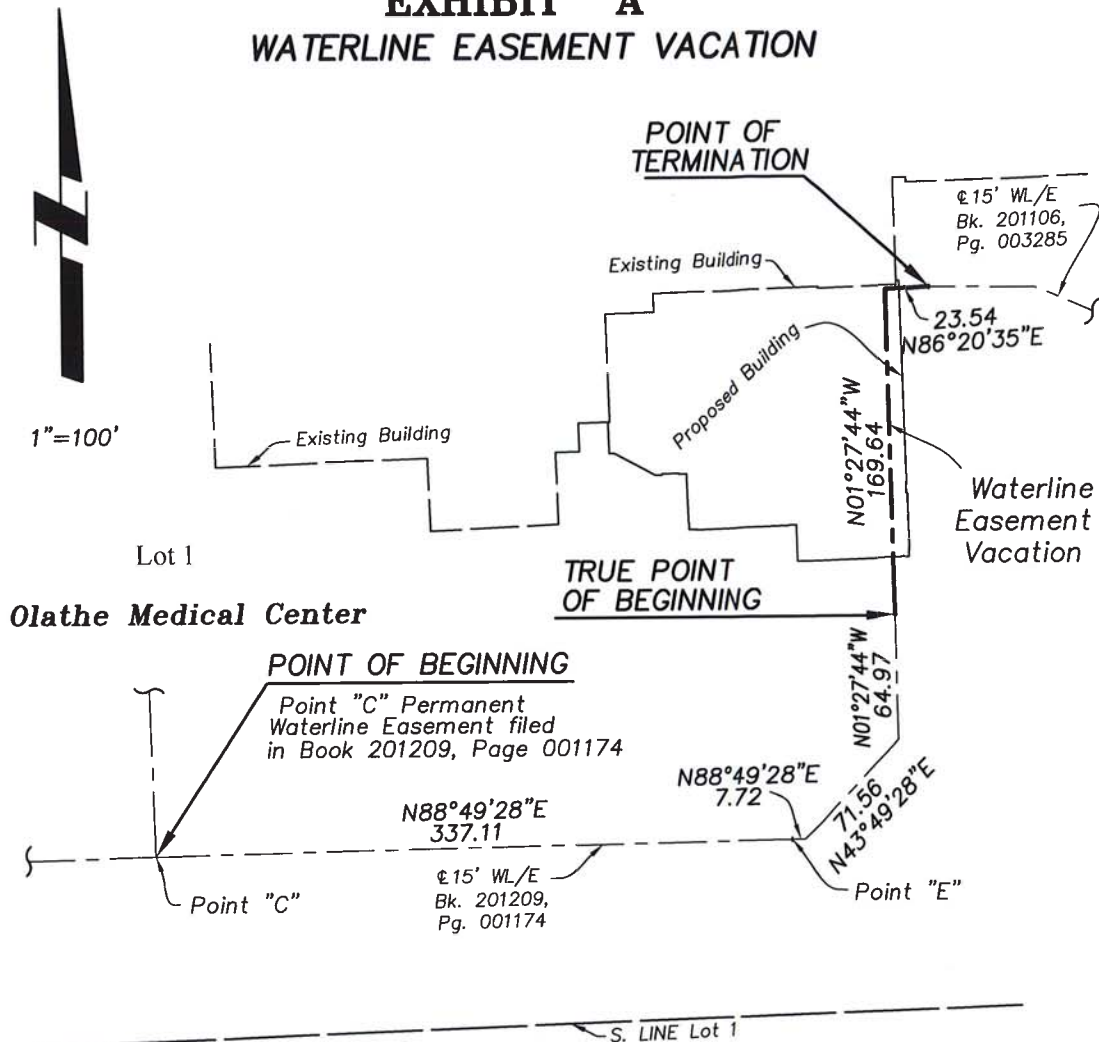


User: jaredmd
Date: 12/04/2019



EXHIBIT "A"

WATERLINE EASEMENT VACATION



This Exhibit is for Waterline Easement Vacation purposes only and does not constitute a boundary survey. All information shown herein is from Payne & Brockway records and field work.

I hereby certify that this exhibit has been prepared by me or under my direct supervision. The information and distances shown herein are correct to the best of my knowledge. If the surveyor's signature is not an original in blue ink this document is a copy. The professional certification contained on this document shall not apply to copies or unauthorized alterations.

--- DENOTES CENTERLINE OF VACATED WATERLINE EASEMENT

18-0024 Vac Water esmt in Lot 1 OMC.dwg

Page 2 of 2

EXHIBIT "A"

PT. NE 1/4, SEC. 11, T14S, R23E



Payne & Brockway P.A.

CIVIL ENGINEERS & LAND SURVEYORS
426 SOUTH KANSAS AVE. OLATHE, KANSAS 66061
PH: 913.782.4800 FAX: 913.782.0907
WWW.PAYNE-BROCKWAY.COM

DATE 10/08/19 JMH



Planning Division

MINUTES

Planning Commission Meeting: December 09, 2019

Application:	<u>VAC19-0005</u> Request for a Vacation of Waterline at Olathe Medical Center
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Comm. Allenbrand reported grounds for recusal from this item and left the chamber.

Brenna Kiu, Planning Intern, presented a request to vacate a 15-foot waterline at 20333 W 151st Street, the site of Olathe Medical Center. Construction of a pharmacy on the south side of the building was approved earlier this year under administrative review and will be constructed on top of the existing waterline and the waterline will be relocated to the east. Public Works has reviewed the proposed vacation and recommends approval as proposed. The waterline is within the service area for water and sewer and does not affect public or private utilities to surrounding property owners. Staff recommends approval of this application as proposed.

Comm. Nelson asked if a new waterline will be established. **Ms. Kiu** stated that the waterline was reviewed administratively and noted where the new waterline would be. **Comm. Nelson** asked if a new easement is being created at this point. **Zachary Moore, Planner II**, responded that this application is only for the vacation, and there are several instruments that could be used to record a new easement.

Chair Vakas opened the public hearing and asked the applicant to come to the podium. **Todd Allenbrand, Payne & Brockway, 426 South Kansas Avenue, Olathe**, approached the podium. He stated that a new easement has been written for the new waterline and the waterline is already in place.

There was no one else wishing to speak on this item. **Chair Vakas** called for a motion to close the public hearing.

Motion by Comm. Sutherland, seconded by Comm. Corcoran, to close the public hearing.

Motion passed 8-0.

Motion that VAC19-0005 be recommended for approval as recommended by staff was made by Comm. Sutherland and seconded by Comm. Corcoran:

Staff recommends approval of VAC19-0005 as proposed.

Aye: Sutherland, Freeman, Nelson, Fry, Corcoran, Youker, Breen, Vakas. (8)

No: (0)

Motion was approved 8-0.

Comm. Allenbrand returned to the chamber.

ORDINANCE NO. 20-01

AN ORDINANCE VACATING A WATERLINE EASEMENT LOCATED on 20333 WEST 151ST STREET IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS

WHEREAS, Olathe Medical Center, Inc., does petition the City Council of the City of Olathe, Kansas, for the vacating of a certain waterline easement below described:

Beginning at Point "C" on the center line of a 15' Permanent Waterline Easement filed at the Register of Deeds Office, Johnson County, Kansas in Book 201209, Page 001174; thence North 88 degrees 49 minutes 28 seconds East a distance of 337.11 feet to a point hereby designed as Point "E"; thence continuing North 88 degrees 49 minutes 28 seconds East a distance of 7.72 feet to a point; thence North 43 degrees 49 minutes 28 seconds East a distance of 71.56 feet to the; thence North 1degree 27 minutes 44 seconds West a distance of 64.97 feet to TRUE POINT OF BEGINNING of vacated easement; thence continuing North 1degree 27 minutes 44 seconds West a distance of 169.64 feet to a point; thence North 86 degrees 20 minutes 35 seconds East a distance of 23.54 feet to the POINT OF TERMINUS of vacated easement.

(hereinafter called "property"); and

WHEREAS, A petition for vacation (VAC19-0005) was filed with the City of Olathe, Kansas, on the 15th day of October 2019; and

WHEREAS, proper notice of such vacation petition was given pursuant to K.S.A. 12-504 and Section 18.40.190 of the Unified Development Ordinance; and

WHEREAS, a public hearing on such petition was held before the Planning Commission of the City of Olathe, Kansas, on the 9th day of December 2019; and

WHEREAS, said Planning Commission has recommended that such waterline easement vacation petition be approved; and

WHEREAS, the petitioner states that he is the owner of record of the property; and

WHEREAS, the City Council has determined that the waterline easement is not needed by the city; no private rights will be injured or endangered by the vacation; the public will suffer no loss or inconvenience thereby; and that in justice to the applicant the petition should be granted

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

SECTION ONE: That the following described waterline easement granted to the City of Olathe, Kansas, by a plat of Olathe Medical Center a subdivision in the City of Olathe, Johnson County, Kansas, is hereby vacated:

Beginning at Point "C" on the center line of a 15' Permanent Waterline Easement filed at the Register of Deeds Office, Johnson County, Kansas in Book 201209, Page 001174; thence North 88 degrees 49 minutes 28 seconds East a distance of 337.11 feet to a point hereby designed as Point "E"; thence continuing North 88 degrees 49

minutes 28 seconds East a distance of 7.72 feet to a point; thence North 43 degrees 49 minutes 28 seconds East a distance of 71.56 feet to the; thence North 1degree 27 minutes 44 seconds West a distance of 64.97 feet to TRUE POINT OF BEGINNING of vacated easement; thence continuing North 1degree 27 minutes 44 seconds West a distance of 169.64 feet to a point; thence North 86 degrees 20 minutes 35 seconds East a distance of 23.54 feet to the POINT OF TERMINUS of vacated easement.

SECTION TWO: That the City Clerk is hereby directed to file a certified copy of this ordinance with the County Clerk and the Register of Deeds of Johnson County, Kansas.

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

PASSED by the City Council this 7th day of January 2020.

SIGNED by the Mayor this 7th day of January 2020.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver, Daniel Yoza

SUBJECT: Consideration of Charter Ordinance No. 80 and Ordinance No. 20-02 concerning the Municipal Court Administrator.

ITEM DESCRIPTION:

Consideration of Charter Ordinance No. 80 and Ordinance No. 20-02 concerning the Municipal Court Administrator.

SUMMARY:

This item was presented to the City Council as a report at the December 17, 2019 meeting. Staff has prepared a Charter Ordinance and an ordinary Ordinance to clarify the position of the Municipal Court Administrator. The new Charter Ordinance exempts the City from the Kansas Statutes about the office of Municipal Court Clerk and authorizes substitute provisions in the ordinary Ordinance. The new ordinary Ordinance provides these substitute provisions which define the Court Administrator's role.

Charter Ordinance No. 80 ([Attachment A](#)) exempts the City from the provisions of K.S.A. 12-4108 and 13-628d, which define certain powers and duties of the Clerk of the Municipal Court. These older statutes do not align with the way Kansas cities (including Olathe) typically administer their Municipal Courts. Many Cities have exempted themselves from these statutes, including Overland Park, Leawood, and Lenexa.

The attached Ordinance No. 20- XX ([Attachment B](#)) names the position of Court Administrator as the position which either performs or supervises the tasks that statutes require the Court Clerk to perform. The combination of the proposed Charter Ordinance and ordinary Ordinance would update City ordinances to reflect current state of City operations and also clarify in ordinance how the Court Administrator is appointed (by the City Manager or designee) and the duties they are to perform.

The Kansas Constitution requires several procedural steps to pass a Charter Ordinance. First, the Charter Ordinance must pass by a 2/3 majority. Second, the Ordinance must be published twice in the Official City Newspaper. Finally, the Ordinance will not become effective until a 60-day protest period has tolled.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approve Charter Ordinance No. 80 by a 2/3 majority. Approve Ordinance No. 20-02.

MEETING DATE: 1/7/2020

ATTACHMENT(S):

A - CO 80 Court Administrator

B - Court Administrator Ordinance No. 20-02

CHARTER ORDINANCE NO. 80

A CHARTER ORDINANCE EXEMPTING THE CITY OF OLATHE, KANSAS, FROM ALL THE PROVISIONS OF K.S.A. 12-4108 AND 13-628d RELATING TO THE OFFICE OF CLERK OF THE MUNICIPAL COURT; PROVIDING FOR SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT BY ORDINARY ORDINANCE.

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

SECTION ONE: The City of Olathe, Kansas, by the power invested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt, and does exempt itself from all the provisions of K.S.A. 12-4108 and 13-628d, which apply to said city, but not uniformly to all cities.

SECTION TWO: The City of Olathe, Kansas, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to provide substitute and additional provisions on the same subjects by ordinary ordinance.

SECTION THREE: This Ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

SECTION FOUR: This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subsection (c) (3), of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED AND APPROVED by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, the ____ day of _____, 2020.

SIGNED by the Mayor this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 20-02

**AN ORDINANCE ADDING NEW OLATHE MUNICIPAL CODE SECTION 2.16.070;
PERTAINING TO THE OFFICE OF COURT ADMINISTRATOR.**

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

SECTION ONE: New Section 2.16.070 is hereby added to the Olathe Municipal Code and shall read as follows:

“2.16.070 Court Administrator.

There is hereby established the position of Court Administrator. The Court Administrator will be appointed by the City manager or designee. The Court Administrator will issue all process of the court, administer oaths, file and preserve all papers, docket cases and set the same for trial and perform such further acts as may be necessary to carry out the duties and responsibilities of the court. The Court Administrator will account for all money received, including but not limited to costs, fines, fees, and forfeited bonds paid into the court. The Court Administrator will perform or cause to be performed any duty of the Clerk of the Municipal Court required by law.”

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

PASSED by the Governing Body this ____ day of _____, 2020.

SIGNED by the Mayor this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

ATTACHMENT B

(SEAL)

APPROVED AS TO FORM:

City Attorney

Publish one time and return one Proof of Publication or summary publication to the City Clerk and one to the City Attorney.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and Daniel Yoza

SUBJECT: Consideration of Ordinance No. 20-03 amending O.M.C. Chapter 2.34 making technical changes to the Olathe Community Fund ordinance.

ITEM DESCRIPTION:

Consideration of Ordinance No. 20-03 amending O.M.C. Chapter 2.34 making technical changes to the Olathe Community Fund ordinance.

SUMMARY:

This ordinance was presented to the Council as a report item at the December 17, 2019 meeting. The Olathe Community Foundation was established by Ordinance 18-08 on April 21, 2018. The Ordinance was amended on October 15, 2019 by ordinance 19-66. Several changes were made to assist with the formation and operations of the organization. Staff has prepared the attached Ordinance 20-03 (Attachment A), making several additional changes requested by the Greater Kansas City Community Foundation (GKCCF). The changes are summarized as follows:

The first change renames the organization as the "Olathe Community Fund." The GKCCF requested that this change be made to avoid name-based confusion about the name "Olathe Community Foundation" being similar to the GKCCF.

The second change renames governing body of the Olathe Community Fund to the "Advisory Committee" to be consistent with other GKCCF documents.

The final change labels the fund as a "field of interest fund," which is the type of fund this is within the GKCCF organization.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approve Ordinance No. 20-03 amending O.M.C. Chapter 2.34 making technical changes to the Olathe Community Fund ordinance.

ATTACHMENT(S):

A - Ordinance 20-03 Olathe Community Fund

ORDINANCE NO. 20-03

AN ORDINANCE AMENDING OLATHE MUNICIPAL CODE SECTIONS 2.34.010 2.34.020, 2.34.030, 2.34.040 AND 2.34.050; PERTAINING TO THE OLATHE COMMUNITY FUND; AND REPEALING THE EXISTING SECTIONS.

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

SECTION ONE: Section 2.34.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“2.34.010 Olathe Community ~~Foundation~~ Fund
Established – Purpose.**

(A) There is hereby established the Olathe Community ~~Foundation~~ Fund.

(B) The purpose of the Olathe Community ~~Foundation~~ Fund is to provide financial resources for activities and projects within the City that might not otherwise be provided through tax dollars, through solicitation of charitable contributions from individuals and businesses and expenditures of such contributions for the benefit of the community. Expenditures by or on behalf of the Olathe Community ~~Foundation~~ Fund are intended to complement, supplement, or enhance capital improvements and services provided by the City and will not compete with or duplicate capital improvements and services already provided by the City.

(C) The Olathe Community ~~Foundation~~ Fund will promote cultural, educational, recreational, artistic, charitable, and environmental activities that enrich the lives of the residents of the City. The Olathe Community ~~Foundation~~ Fund, on behalf of the City, has the power to accept charitable donations of cash, goods, and services as is necessary or convenient to the transaction of the Olathe Community ~~Foundation~~ Fund's business and the achievement of its purpose.”

SECTION TWO: Section 2.34.020 of the Olathe Municipal Code is hereby amended to read as follows:

“2.34.020 ~~Directors~~ Members – Appointment, Terms, Ex Officio ~~Directors~~ Members.

(A) The Olathe Community ~~Foundation~~ Fund ~~Board of Directors~~ Advisory Committee consists of a maximum of seven (7) ~~Directors~~ Members, excluding ex officio ~~Directors~~ Members. ~~Directors~~ Members will be nominated by the Mayor and confirmed by the Governing Body. ~~Directors~~ Members must be residents of the City. ~~Directors~~ Members will serve without compensation. The Governing Body may serve as the ~~Board of Directors~~ Advisory Committee until the Members of the ~~Board of~~ Directors Advisory Committee are appointed.

(B) ~~Directors~~ Members will serve for terms of three (3) years. ~~Directors~~ Members will usually serve no more than two (2) consecutive three (3) year terms, except that a ~~Director~~ Member may serve an additional term or terms if reappointed by the Governing Body. A ~~Director~~ Member may be removed from office at any time by the Mayor with the majority vote of the Governing Body.

(C) A vacancy or vacancies on the ~~Board~~ Advisory Committee exists in case of the death, resignation, or removal of any ~~Director~~ Member. The Governing Body is not required to fill a vacancy. Any filling of vacancies will be done in the manner described in this Section and will be for the remainder of the unexpired term of the previous ~~Director~~ Member. No reduction of the authorized number of ~~Directors~~ Members will have the effect of removing any ~~Director~~ Member prior to the expiration of such ~~Director~~ Member's term of office.

(D) The Mayor, the City Manager, and a Councilmember appointed by the Governing Body will serve as ex officio ~~Directors~~ Members. The Mayor and the City Manager will serve as long as they hold their positions with the City. Upon termination of their positions with the

ATTACHMENT A

City, their positions as ex officio ~~Directors~~ Members are terminated and their successors at the City will be their successors as ex officio ~~Directors~~ Members. The Councilmember will serve at the discretion of the Governing Body and may be replaced by the Governing Body at its discretion. The ex officio ~~Directors~~ Members have all the rights and privileges of the other ~~Directors~~ Members. Ex officio Members may be added to the ~~Board~~ Advisory Committee with Governing Body approval.”

SECTION THREE: Section 2.34.030 of the Olathe Municipal Code is hereby amended to read as follows:

“2.34.030 Organization – Officers.

(A) The ~~Board~~ Advisory Committee will meet as often as necessary, but at least once per month. A majority of the Members of the ~~Board~~ Advisory Committee constitutes a quorum for the transaction of business.

(B) The ~~Board~~ Advisory Committee will elect from its Members a chairperson, a vice-chairperson, a Treasurer, and a Secretary. The President will preside at all meetings of the Members and at all meetings of the ~~Board~~ Advisory Committee. In the absence or disability of the President, the Vice-President will perform all the duties of the President, and when so acting will have all the powers of, and be subject to all the restrictions upon, the President. The Secretary will keep, or cause to be kept, a book of minutes of all meetings of ~~Directors~~ the Advisory Committee. The Treasurer will keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the ~~Foundation~~ Fund. The Treasurer will also monitor funds contributed to the ~~donor advised fund~~ Field of Interest Fund maintained by the Greater Kansas City Community Foundation for the benefit of the Olathe Community ~~Foundation~~ Fund. The books of account will at all reasonable times be open to inspection by any ~~Director~~ Member.”

SECTION FOUR: Section 2.34.040 of the Olathe Municipal Code is hereby amended to read as follows:

“2.34.040 Duties and Powers.

ATTACHMENT A

The ~~Board~~ Advisory Committee has the following powers and duties:

(A) To establish charitable programs that promote cultural, educational, recreational and environmental activities and projects that enrich the lives of City residents;

(B) To conduct fundraising activities to support the purpose of the ~~Foundation~~ Fund as described in OMC Section 2.34.010;

(C) To make recommendations to the Greater Kansas City Community Foundation for the expenditure of funds in support of the purpose and activities of the ~~Foundation~~ Fund as described in OMC Section 2.34.050; and

(D) To complete and present to the Governing Body an annual report setting forth its accomplishments and goals.”

SECTION FIVE: Section 2.34.050 of the Olathe Municipal Code is hereby amended to read as follows:

“2.34.050 Greater Kansas City Community Foundation.

(A) A ~~donor advised fund~~ Field of Interest Fund will be established at the Greater Kansas City Community Foundation to hold and invest the contributions and disbursements of the Olathe Community ~~Foundation~~ Fund.

(B) ~~Directors~~ The Advisory Committee must deposit cash contributions and other monies received by the ~~Foundation~~ Fund in the name of and to the credit of the ~~Foundation~~ Fund in the ~~donor advised fund~~ Field of Interest Fund maintained with the Greater Kansas City Community Foundation. ~~Directors~~ Members who disburse ~~the Foundation's~~ such funds will render ~~to the Foundation~~ an account of all such disbursements. The Treasurer will periodically report to the ~~Directors~~ Advisory Committee on all financial transactions and the financial condition of the ~~Foundations~~ donor advised fund Field of Interest Fund with the Greater Kansas City Community Foundation.

(C) ~~Directors~~ The Advisory Committee will make recommendations to the Greater Kansas City Community Foundation and request the expenditure of funds in the ~~donor advised fund~~ Field of Interest Fund established and maintained by the ~~Foundation~~ Fund for projects and activities in furtherance of the purpose of the ~~Foundation~~ Fund as described in Section 2.34.010. Such requests and recommendations may only be made by a majority vote of the ~~Board of Directors~~ Advisory Committee.”

ATTACHMENT A

SECTION SIX: Existing Olathe Municipal Code Sections 2.34.010, 2.34.020, 2.34.030, 2.34.040, and 2.34.050; are hereby repealed.

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

PASSED by the Governing Body this _____ day of _____, 2020.

SIGNED by the Mayor this _____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

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



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 1/7/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: This presentation provides Council with information on the proposed design for the new Fire Station No. 8.

ITEM DESCRIPTION:

Discussion on the Fire Station No. 8 Improvements Project, PN 6-C-009-18.

SUMMARY:

Improved Fire Department coverage is needed to better serve the growing southwestern portion of the community, including increasing residential density, Mission Trail Middle School and the I-35 Logistics Park. This project is for the planning, design, construction, and equipping of a new fire station. In coordination with the Parks & Recreation department, this will be the initial phase of development of the approximately 12 acres of property recently purchased at 148th Street and Lakeshore Drive. The 12-acre property is bounded by single-family residential in all directions, including the Oak Run subdivision to the south and west. The scope will include a 10,500 square foot fire station at the northeast corner of the property and related site improvements.

On January 22, 2019, City Council approved an agreement with Finkle Williams Architecture (in cooperation with TCA Architects) to provide design services for the Fire Station No. 8 Improvements Project. On March 19, 2019, City Council approved an agreement with Turner Construction to provide preconstruction and cost estimating services for this project.

The design team has met with the Fire Department and other City departments to evaluate the available land, to assess fire station needs, and to document related space and site design requirements. With that data and through subsequent working sessions, Finkle Williams/TCA has developed an innovative, cost-effective design.

This presentation will focus on providing the City Council an understanding of the project design, including site layout, building exterior, and interior spaces. Input and direction received from the City Council will be incorporated into the final construction documents.

The following is the schedule of upcoming activities for this project:

- Neighborhood Meeting February 25, 2020
- Complete Design Spring 2020
- Guaranteed Maximum Price (GMP) Approval Summer 2020
- Begin Construction Summer 2020
- Complete Construction Summer 2021

MEETING DATE: 1/7/2020

FINANCIAL IMPACT:

Funding for the Fire Station No. 8 Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

<u>GO Bonds</u>	<u>\$7,055,000</u>
Total	\$7,055,000

ACTION NEEDED:

Staff requests the City Council provide feedback and direction related to the design presented.

ATTACHMENT(S):

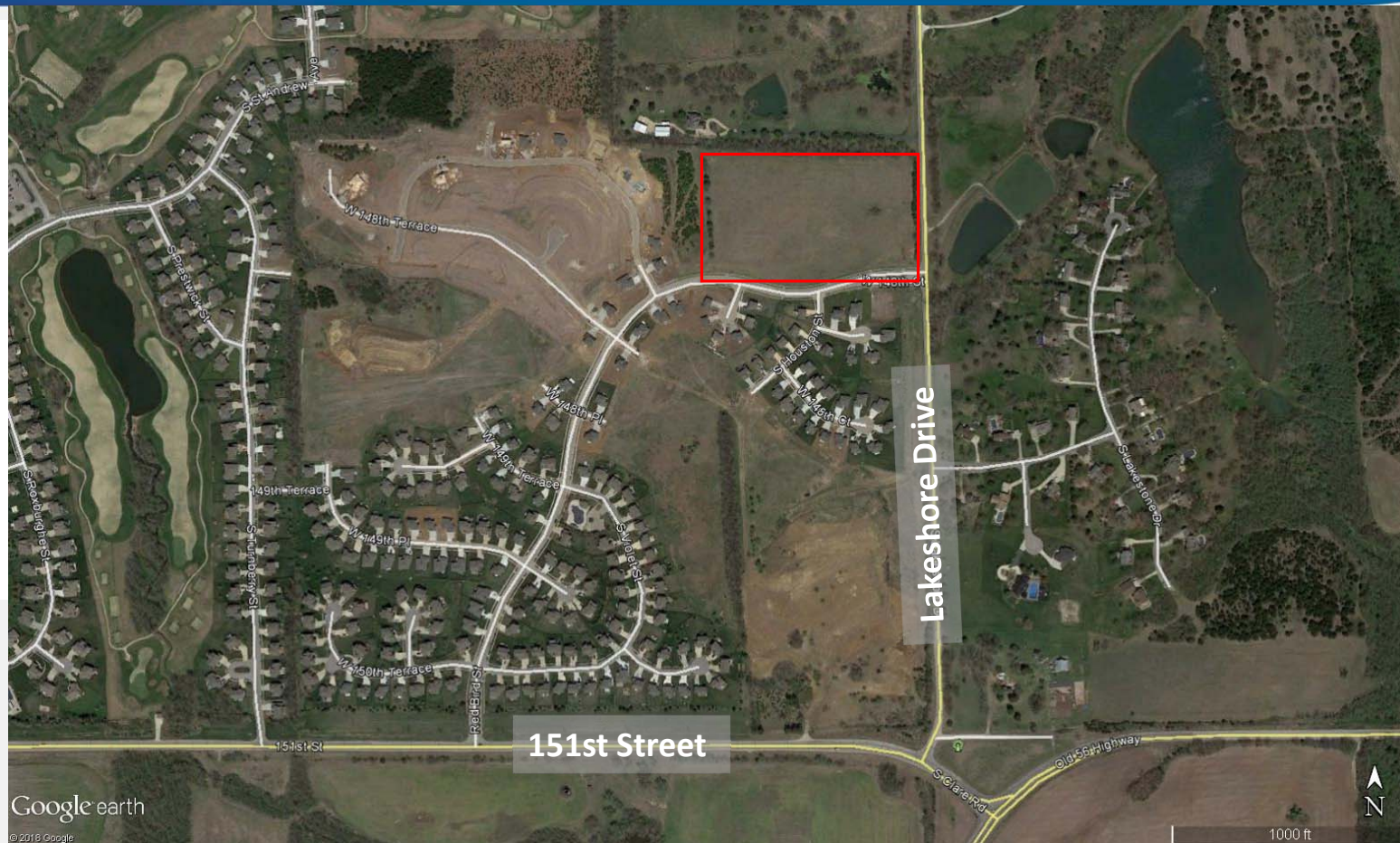
- A: PowerPoint Presentation
- B: Project Fact Sheet
- C: Project Location Map

Fire Station No. 8

Beth Wright, Deputy Director/City Engineer Public Works
Ellen Foster, AIA, Finkle Williams Architects
January 7, 2020



LOCATION MAP AERIAL



SITE PLAN



EXISTING SITE PHOTOS



AERIAL PERSPECTIVE



 FINKLE + WILLIAMS
ARCHITECTURE


OLATHE
KANSAS

VIEW FROM LAKESHORE (GOING NORTH)



F FINKLE + WILLIAMS
ARCHITECTURE


OLATHE
KANSAS

VIEW FROM EAST (LAKE SHORE DR.)



FINKLE + WILLIAMS
ARCHITECTURE


OLATHE
KANSAS

VIEW FROM LAKESHORE (GOING NORTH)



 FINKLE + WILLIAMS
ARCHITECTURE


OLATHE
KANSAS

VIEW FROM HOUSTON ST. (SOUTH NEIGHBORHOOD)



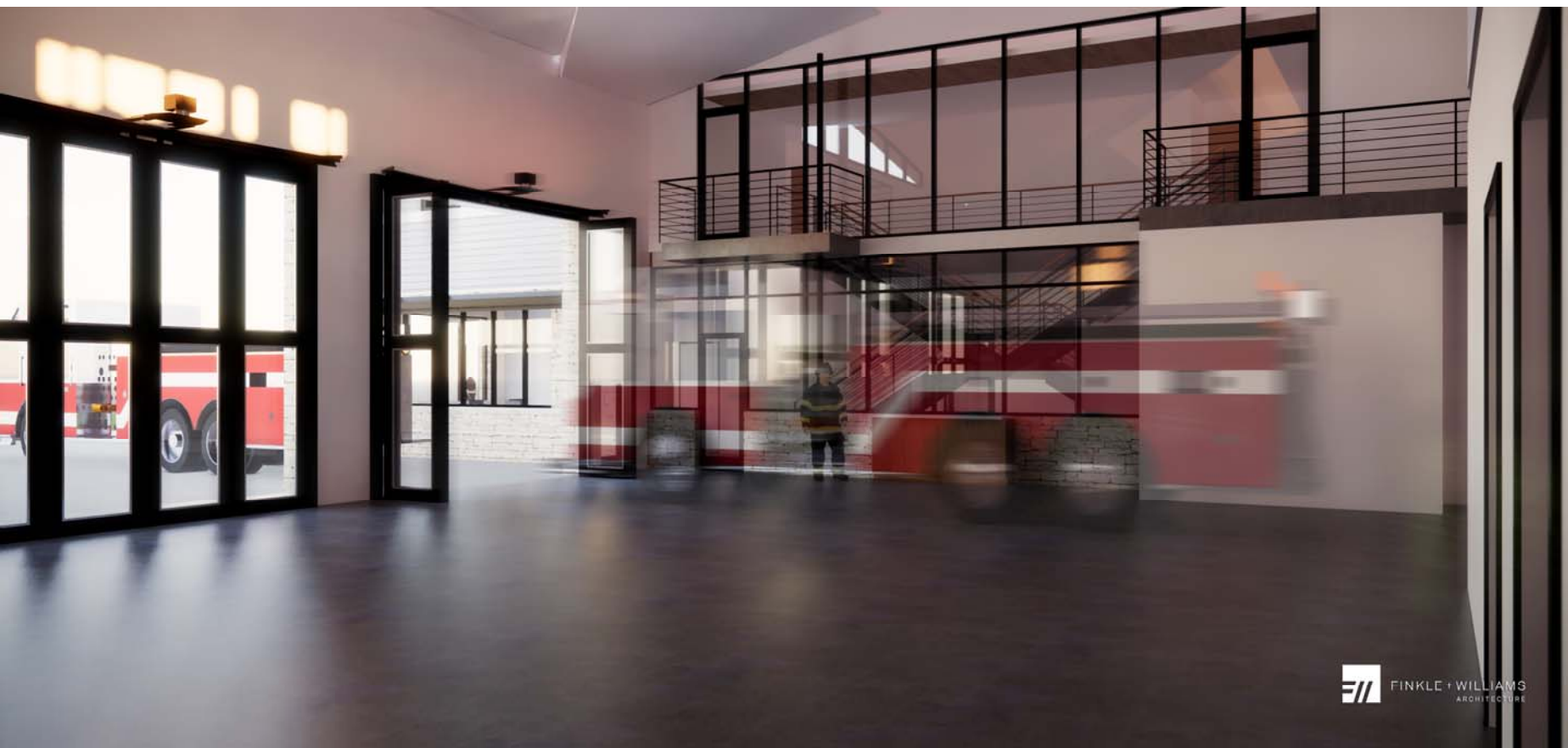
FINKLE + WILLIAMS
ARCHITECTURE

OLATHE
KANSAS

VIEW FROM WEST (FIREFIGHTER ENTRY)



VIEW INSIDE APARATUS BAY



BUILDING MATERIALS



STACKED LIMESTONE



FIBER-CEMENT SIDING



STANDING SEAM METAL ROOF



**DARK ALUMINUM FRAMES
CAST STONE WINDOW SILLS**

SCHEMATIC LANDSCAPE PLAN



PRELIMINARY LANDSCAPE IMAGERY



SHORTGRASS PRAIRIE SPRING/SUMMER



SEDGE MEADOW / RAIN GARDEN



SEDGE MEADOW / RAIN GARDEN



MILESTONE SCHEDULE

	2019												2020												2021													
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D		
Fire Station #8	DESIGN												PLANNING																									
													DESIGN/PERMIT																									
																		GMP																				
																		CONSTRUCTION																				

- Neighborhood Meeting
- Planning Commission
- Council Approval
- GMP
- Construction Start
- Substantial Completion

February 2020

March 2020

April 2020

June/July 2020

Summer 2020

Early Summer 2021

QUESTIONS?



FINKLE +
WILLIAMS
ARCHITECTURE





Project Fact Sheet
Fire Station No. 8 Improvements
PN 6-C-009-18
January 7, 2020

Project Manager: Beth Wright / Chad Foster

Description: This project is for the planning, design, construction, and equipping of a new fire station near 148th Street and Lakeshore Drive.

Justification: Improved Fire Department coverage is needed to better serve the growing southwestern portion of the community, including increasing residential density, Mission Trail Middle School and the I-35 Logistics Park.

Schedule:	Item	Date
Guaranteed Maximum Price (GMP)		Est. Q2 2020
Construction Start		Est. Q3 2020
Construction Completion		Est. Q2 2021

Council Actions:	Date	Amount
Funding Resolution	10-16-2018	\$7,055,000
Design Agreement	1-22-2019	\$ 363,400
Construction Management Agreement	3-19-2019	\$ 20,000
Apparatus Bid Award	10-15-2019	\$ 816,819
Design Presentation	1-7-2020	N/A

Funding Sources:	Amount	CIP Year
General Obligation Bonds	\$7,055,000	2021

Expenditures:	Budget	Amount to Date
Staff Costs	\$ 75,000	\$ 13,781
Land Acquisition	\$ 75,000	\$ 231,447
Planning and Design Services	\$ 365,000	\$ 140,345
Building Construction	\$4,780,000	\$ 0
Equipment/Apparatus	\$ 817,000	\$ 676,819
Inspection/Testing	\$ 50,000	\$ 5,210
FF&E/IT/Miscellaneous & Contingency	\$ 893,000	\$ 60
Total	\$7,055,000	\$1,067,662

FIRE STATION NO. 8 IMPROVEMENTS PROJECT
PN 6-C-009-18
PROJECT LOCATION MAP

