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1. **CALL TO ORDER**

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

3. **PLEDGE OF ALLEGIANCE**

4. **SPECIAL BUSINESS**

- A. Proclamation recognizing January as Slavery and Human Trafficking Prevention Month.

**Staff Contact:** Liz Ruback

- B. Consideration of Resolution No. 20-1011 appointing new members and reappointing a member to the Olathe Historical Preservation Board.

**Staff Contact:** Liz Ruback

Action needed: Consider a motion to approve or deny.

- C. Consideration of Resolution No. 20-1012 appointing a new member and reappointing members to the Olathe Human Relations Commission.

**Staff Contact:** Liz Ruback

Action needed: Consider a motion to approve or deny.

- D. Presentation of the 2019 Annual Report by Dr. Jackie Spears, Interim Dean and CEO of K-State Olathe. (15 mins)

**Staff Contact:** Dianna Wright

5. **CONSENT AGENDA**

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

- A. Consideration of approval of the City Council meeting minutes of January 7, 2020.

**Staff Contact:** Ron Shaver and Brenda Long



- B. Consideration of a cereal malt beverage license application for calendar year 2020.  
**Staff Contact:** Ron Shaver and Brenda Long
- C. Consideration of drinking establishment renewal applications for Minsky's Pizza located at 15983 S. Bradley and Buffalo Wild Wings #299 located at 12110 S. Strang Line Road.  
**Staff Contact:** Ron Shaver and Brenda Long
- D. Consideration of authorization for Mayor Copeland, Councilmembers, and Michael Wilkes to attend the National League of Cities Congressional City Conference, in Washington, D.C., March 8 - 11, 2020.  
**Staff Contact:** Kim Delana
- E. Consideration of ratifying an Addendum to the Interlocal Cooperation Agreement between the Olathe Public Library and the Johnson County Library for automated circulation, patron and bibliographic services.  
**Staff Contact:** Erin Vader and Julie Clark
- F. Consideration of Resolution 20-1013 amending Resolution No. 19-1085, approving the creation of an improvement district for Cedar Creek Parkway (south of College Boulevard), Project No. 3-B-027-19, and calling and providing for the giving of notice of a public hearing.  
**Staff Contact:** Ron Shaver
- G. Request for the acceptance of the dedication of land for public easements for a final plat for Olathe Medical Park MOB (FP19-0033) containing one (1) office lot and one (1) common tract on 12.45± acres; located southeast of the intersection of 151st Street and Lone Elm Road. Planning Commission approved this plat 6-0.  
**Staff Contact:** Aimee Nassif and Zach Moore
- H. Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat for Enclave at Boulder Hills Villas, First Plat (FP19-0034) containing 26 residential lots and four (4) common tracts on 8.82± acres; located southwest of the intersection of 172nd Terrace and Lackman Road. Planning Commission approved this plat 7-0.  
**Staff Contact:** Aimee Nassif and Zach Moore
- I. Request for the acceptance of the dedication of land for public easements for a final plat of Saddlewood Apartments, Second Plat (FP19-0035) containing two (2) lots on 9.98± acres; located at 18851 W. 153rd Court. Planning Commission approved the plat 7-0.  
**Staff Contact:** Aimee Nassif and Kim Hollingsworth



- J. Consideration of Consent Calendar.  
**Staff Contact:** Mary Jaeger and Beth Wright
- K. Consideration of Resolution No. 20-1014 authorizing the 2021 Street Reconstruction Program, PN 3-R-000-21.  
**Staff Contact:** Mary Jaeger and Beth Wright
- L. Consideration of a Professional Services Agreement with HNTB Corporation for design of the Downtown Streets Improvements Project, PN 3-R-001-21.  
**Staff Contact:** Mary Jaeger and Beth Wright
- M. Consideration of renewal of contract to Titan Protection & Consulting, Inc., for security services for the Olathe libraries.  
**Staff Contact:** Erin Vader and Amy Tharnish
- N. Consideration of renewal of a purchase agreement between Esri and the City of Olathe for Geographic Information System (GIS) licensing.  
**Staff Contact:** Dianna Wright and Sarah Doherty
- O. Consideration of renewal of contract with Double T Enterprises, LLC for property lease for storage of traffic operations equipment.  
**Staff Contact:** Mary Jaeger, Beth Wright and Amy Tharnish

**6. NEW CITY COUNCIL BUSINESS**

**7. END OF TELEVISED SESSION**

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

**9. CONVENE FOR PLANNING SESSION**

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

**A. REPORTS**

- 1. Report regarding a real estate contract with Day3 Development, LLC.  
**Staff Contact:** Ron Shaver and Michael Meadors

**B. DISCUSSION ITEMS**

- 1. Internal Auditor Activities and Initiatives. (15 mins)  
**Staff Contact:** Mary Ann Vassar



**10. ADDITIONAL ITEMS****11. ADJOURNMENT**

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



# PROCLAMATION

- WHEREAS,** human trafficking is the second largest and fastest growing criminal enterprise in the world, enslaving nearly 25 million people around the globe, and having been reported in all 50 U.S. states; and
- WHEREAS,** the Department of Justice has identified Kansas as an originating state for human trafficking, meaning our own kids are at a higher risk than others; and
- WHEREAS,** most human trafficking victims are children, and the National Center for Missing and Exploited Children reports that as many as one in six runaways are actually human trafficking victims; and
- WHEREAS,** the Olathe Police Department diligently pursues signs of trafficking in our community and partners with other agencies in this effort; and
- WHEREAS,** the City of Olathe is proud to be one of the safest cities in America, and is committed to maintaining that by protecting the well-being of our residents, their families, our visitors, and particularly our children.

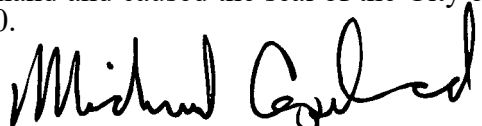
**NOW, THEREFORE,** I, Michael Copeland, Mayor of the City of Olathe, do hereby proclaim January 2020,

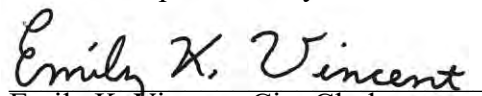
## SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH

in Olathe, urging all residents to learn more about the facts of this heinous crime, and to be able to identify the signs of possible victims in need of rescue.

Together we can stand up for human dignity.

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

  
Michael Copeland, Mayor

  
Emily K. Vincent, City Clerk





# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 1/21/2020

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**DEPARTMENT:** City Manager's Office

**STAFF CONTACT:** Liz Ruback

**SUBJECT:** Consideration of Resolution No. 20-1011 appointing new members and reappointing a member to the Olathe Historical Preservation Board

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**ITEM DESCRIPTION:**

Consideration of Resolution No. 20-1011 appointing new members and reappointing a member to the Olathe Historical Preservation Board

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**SUMMARY:**

The attached resolution, appointing new members Dennis Shaffer and Lexi Selvig and reappointing member Lynn Gentry to the Olathe Historical Preservation Board, is submitted for consideration by the City Council. The following are the recommended appointments:

<u>Name</u>	<u>Term Expiration</u>
Lynn Gentry	1/20 - 1/23
Dennis Shaffer	1/20 - 1/23
Lexi Selvig	1/20 - 1/23

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**FINANCIAL IMPACT:**

N/A

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**ACTION NEEDED:**

Consider motion to adopt a resolution appointing new members and reappointing a member to the Olathe Historical Preservation Board

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**ATTACHMENT(S):**

1-21-20 OHPB appointment resolution

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RESOLUTION NO. 20-1011

A RESOLUTION APPOINTING MEMBERS TO THE OLATHE HISTORIC PRESERVATION BOARD.

WHEREAS, the Olathe Historic Preservation Board was created by Ordinance No. 07-54; and

WHEREAS, the purpose of the Board is to advise the City Council on historic resources, help safeguard Olathe's architectural and cultural heritage, and make recommendations concerning a City-wide historic preservation plan; and

WHEREAS, the Board is a necessary component of establishing the City of Olathe as a Certified Local Government (CLG) with the National Parks Service; and

WHEREAS, the Board consists of seven (7) members appointed for three (3) year staggered terms, with a minimum of four (4) members who are preservation-related professionals; and

WHEREAS, representatives of the Olathe Public Works Department; Parks and Recreation Department; Planning Commission; and City Council may serve as ex-officio members; and

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

Member	<u>Initial Appointment</u>	<u>Current Term</u>
Bob Courtney	1/09	1/18 - 1/21
Lynn Gentry	1/09	1/17-1/20
Dan Nenonen	2/17	2/17 -1/19
Beth Panther	1/13	1/16 - 1/19
Jennifer Winchester	1/09	1/17-1/20
Joe Marlow	6/18	6/18 - 1/21
Tom Kearney	6/18	6/18 - 1/21; and

WHEREAS, the terms of Beth Panther, Dan Nenonen and Lynn Gentry have expired, and Beth Panther and Dan Nenonen are not seeking reappointment; and

WHEREAS, the Governing Body finds that it is appropriate to reappoint Lynn Gentry for an additional term and appoint new members Dennis Shaffer and Lexi Selvig.

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



RESOLUTION NO. 20-1011

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

Member	<u>Initial Appointment</u>	<u>Current Term</u>
Bob Courtney	1/09	1/18 - 1/21
Lynn Gentry	1/09	1/20-1/23
Dennis Shaffer	1/20	1/20 – 1/23
Lexi Selvig	1/20	1/20 – 1/23
Jennifer Winchester	1/09	1/17-1/20
Joe Marlow	6/18	6/18 - 1/21
Tom Kearney	6/18	6/18 - 1/21

SECTION TWO: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 21st day of January 2020.

SIGNED by the Mayor this 21st day of January 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

(Seal)

APPROVED AS TO FORM:

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





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 1/21/2020

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DEPARTMENT: City Manager's Office

STAFF CONTACT: Liz Ruback

SUBJECT: Consideration of Resolution No. 20-1012 appointing a new member and reappointing members to the Olathe Human Relations Commission

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ITEM DESCRIPTION:

Consideration of Resolution No. 20-1012 appointing a new member and reappointing members to the Olathe Human Relations Commission

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SUMMARY:

The attached resolution, reappointing members Jim Terrones and Chayan Dasgupta and appointing new member Victoria Haynes to the Human Relations Commission, is submitted for consideration by the City Council. The following are the recommended appointments:

<u>Name</u>	<u>Term Expiration</u>
Jim Terrones	1/20 - 1/23
Chayan Dasgupta	1/20 - 1/23
Victoria Haynes	1/20 - 1/23

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FINANCIAL IMPACT:

N/A

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ACTION NEEDED:

Consider motion to adopt a resolution appointing a new member and reappointing members to the Olathe Human Relations Commission

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ATTACHMENT(S):

1-21-20 OHRC appointment resolution

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RESOLUTION NO. 20-1012

A RESOLUTION APPOINTING MEMBERS TO THE HUMAN RELATIONS COMMISSION.

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

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

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

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

WHEREAS, the Governing Body finds that it is appropriate to reappoint members Jim Terrones and Chayan Dasgupta, and to appoint new member Victoria Haynes.

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

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

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
Hector Silva	7/09	6/15 – 6/21
Jim Terrones	10/16	1/20 - 1/23
Chayan Dasgupta	8/14	1/20 - 1/23
Victoria Haynes	1/20	1/20 - 1/23
Jessica Dain	7/18	7/18 - 6/20
Shakil Haider	7/09	6/17 - 6/20
Ben Hillman	2/18	2/18 - 6/21
William Moore	7/18	7/18 - 6/21
Jorge Santana	5/19	5/19 - 6/22

SECTION TWO: This Resolution shall take effect immediately.



RESOLUTION NO. 20-1012

ADOPTED by the Governing Body this 21st day of January 2020.

SIGNED by the Mayor this 21st day of January 2020.

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Mayor

ATTEST:

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City Clerk

(Seal)

APPROVED AS TO FORM:

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City Attorney





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 1/21/2020

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DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright

SUBJECT: Presentation of the 2019 Annual Report by Dr. Jackie Spears, Interim Dean and CEO of K-State Olathe.

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ITEM DESCRIPTION:

Presentation of the 2019 Annual Report by Dr. Jackie Spears, Interim Dean and CEO of K-State Olathe.

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SUMMARY:

Dr. Jackie Spears, Interim Dean and CEO of K-State Olathe, will present the annual report of various activities at the K-State Olathe Campus.

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FINANCIAL IMPACT:

None.

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ACTION NEEDED:

Accept the presentation and provide comments on the report.

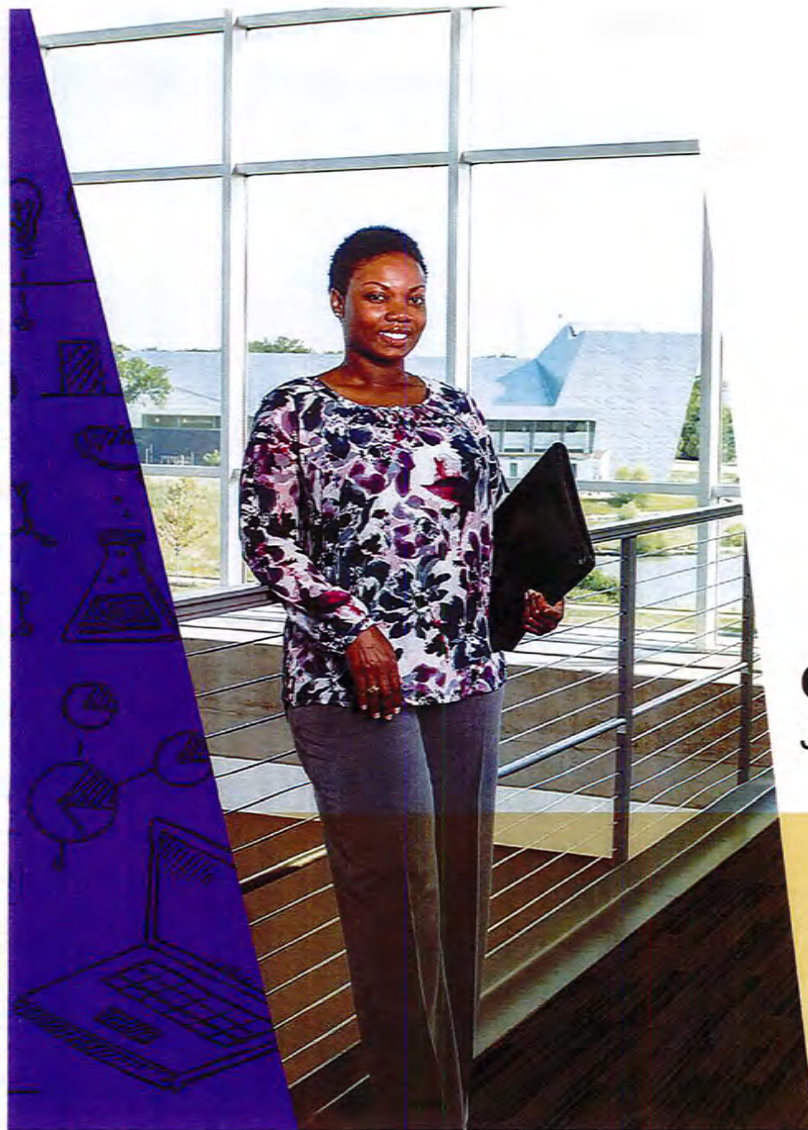
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ATTACHMENT(S):

Attachment A. K-State Olathe 2019 Annual Report Presentation

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**KANSAS STATE**  
**UNIVERSITY.** | Olathe

**City of Olathe Annual Presentation**  
January 2020





# Annual Update | Agenda

- What's changed!
- Impact on K-State Olathe
- Updates





# Leadership

- |                          |                                |
|--------------------------|--------------------------------|
| • Recruitment/Enrollment | VP for Enrollment Management   |
| • Support Structures     | VP for Student Success         |
| • Policies/Procedures    | Registrar                      |
| • Data-driven Decisions  | AP for Institutional Analytics |





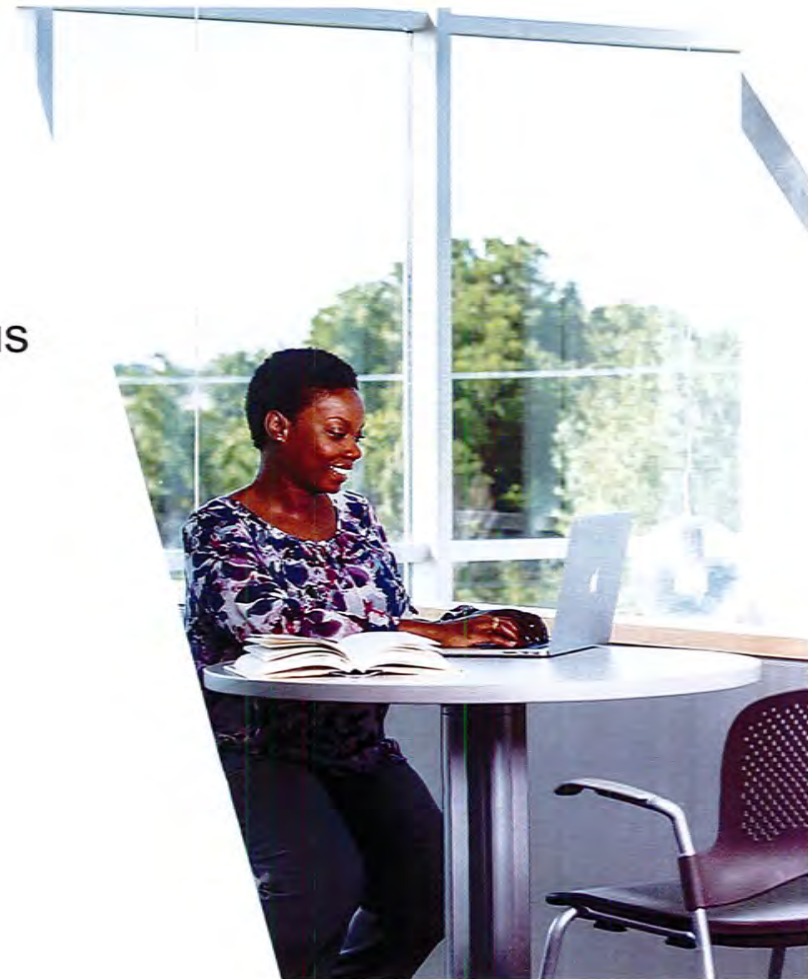
# Budget Modernization

- **Incremental Model**

- Increases/decreases shared across campus
- Little incentive to increase enrollment

- **Responsibility Centered Model**

- Tuition allocated directly to colleges that generated it
- Colleges pay 'taxes' in support of centralized services
- Encourages enrollment growth and innovation





# Strategic Planning

- **K-State 2025**

- Focus on becoming Top 50 public research university
- Support of the Innovation & Inspiration Campaign - \$1.0B goal
- Conclusion of the Innovation & Inspiration Campaign – September 2020

- **K-State 2025 Refresh**

- Focus on becoming a premier, student-centered, public research university
- Four strategic initiatives
- Updated plan – September 2020





# Impact on Olathe

- **Enrollment Management**

- Coordinated communication with Manhattan
- Improved follow up to inquiries

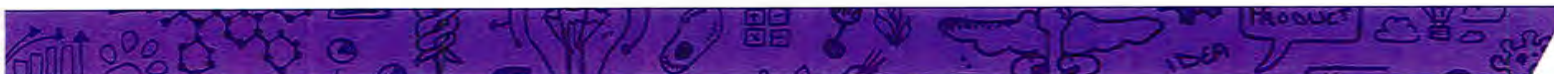
- **Registrar**

- Capacity to track separate campus enrollments
- Policies/procedures supportive of working adult learners

- **Budget Modernization – Incentives**

- Working adults in Greater Kansas City area
- Smoother links with K-12 and Community Colleges

- **Strategic Initiatives – Global Food, Health, & Biosecurity**





# Operational Efficiencies

- **Bond Refinancing**

- Lower interest rates
- Clearer definition of taxable/ non-taxable space

- **Revenue Generation**

- Professional development programming
- Removal of JCERT restrictions
- Cooperative degree relationships with private colleges
- Incubator kitchen
- New program development





# Program Planning

- **Current Conversations**
  - Masters in Engineering
  - Athletic Training and Rehabilitation
- **Global Foods, Health and Biosecurity**
  - Biomanufacturing
  - Global Food Systems Leadership
  - Dietetics
  - Food Science





# Update | Academics

- **Sensory and Consumer Behavior**
- **Animal Health Regulatory Affairs Graduate Certificate**
- **Educational Counseling**
- **Hospitality**





# Update | Research

- **Postharvest Physiology Laboratory**
  - Industrial hemp analysis
  - Strawberry Production in High Tunnels - \$67,990
  - Freshwater Systems & Safety/Quality Leafy Greens - \$54,524
  - Exploring addition of hydroponics capacity
- **Research Assistant Professor in Food Safety – February 2020**
- **Sensory Analysis & Consumer Behavior – Product Development Lab**
- **One Data**





# Update | Outreach

- **Professional Development**

- Competitive Edge Leadership
- Regulatory Affairs 101
- Department of Agricultural Economics

- **Community Outreach**

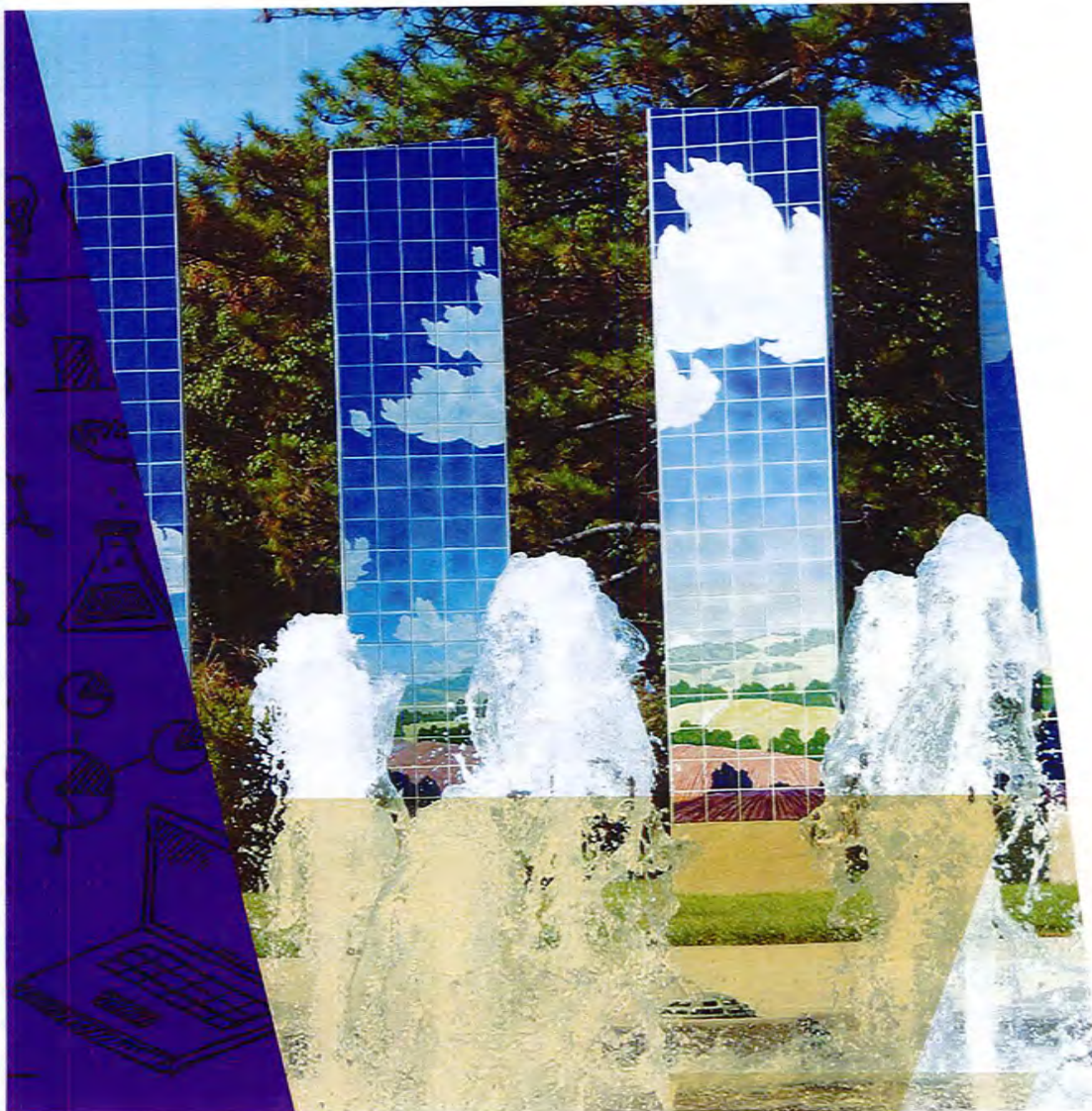
- One Health Day 2019 – Climate Change and Extreme Weather
- USDA NIFA and ERS – Career Expo

- **K-12**

- USDA NIFA Grant - \$149,057
- Olathe Chamber – LatinX – March 28







# Thank you

**City of Olathe**  
January 2020

**KANSAS STATE**  
UNIVERSITY® | Olathe





# City of Olathe

## COUNCIL AGENDA ITEM

---

MEETING DATE: 1/21/2020

---

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and Brenda Long

SUBJECT: Consideration of approval of the City Council meeting minutes of January 7, 2020.

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ITEM DESCRIPTION:

Consideration of approval of the City Council meeting minutes of January 7, 2020.

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SUMMARY:

Attached are the City Council meeting minutes of January 7, 2020 for Council consideration of approval.

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FINANCIAL IMPACT:

None

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ACTION NEEDED:

Approval of the City Council meeting minutes of January 7, 2020.

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ATTACHMENT(S):

- A. 01-07-20 Council Minutes





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

Prior to the City Council meeting, a reception to honor the newly elected council members was held in the lobby of City Hall.

**1. CALL TO ORDER**

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

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

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

**3. INVOCATION: Pastor Sylvia Romero, Center of Grace**

Pastor Sylvia Romero, from Center of Grace, gave the invocation.

**4. PRESENTATION OF COLORS: Police and Fire Departments Honor Guard**

The colors were presented by a joint Police and Fire Honor Guard.

**5. NATIONAL ANTHEM: Elise Peterson, Director of Choirs at Olathe South High School**

Elise Peterson, director of choirs at Olathe South High School, sang the national anthem.

**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.

Motion by Bacon, seconded by Vogt, to approve the City Council Meeting minutes of December 17, 2019. Motion carried with the following vote:



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

**Excused:** Mickelson

**8. INSTALLATION OF MAYOR AND CITY COUNCILMEMBERS: Judge Katie McElhinney**

**A.** Installation of Mayor and Councilmembers.

Assistant City Clerk, Brenda Long, introduced Municipal Court Judge Katie McElhinney, who administered the oaths of office for Mayor Copeland and Councilmembers Bacon, Campbell, and Mickelson.

**B.** Seating of Mayor and Councilmembers.

Mayor Copeland

John Bacon, At-Large

Larry Campbell, Ward 1

Adam Mickelson, Ward 2

**C.** Election of Mayor Pro-Tem.

Motion by Copeland, seconded by Vogt, to elect Councilmember John Bacon as Mayor Pro-Tem. Motion carried with the following vote:

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

**D.** Installation of Mayor Pro-Tem.

Judge McElhinney administered the oath of office for Mayor Pro-Tem Bacon.

After the oath of office, Mayor Copeland introduced his family and friends who were in attendance and invited the newly elected council members to do the same.

**9. BENEDICTION: Tim McCown, Elder Board Chair, Ascend Church**

The benediction was given by Tim McCown, chairman for the Elder Board of Ascend Church.

**10. SPECIAL BUSINESS**

**A.** Proclamation designating Monday, January 20, 2020 as Martin Luther King Jr. Day.

Mayor Copeland read the proclamation and presented it to LaDonna McCullough, Director for Intercultural Engagement at MidAmerica



Nazarene University.

Ms. McCullough invited everyone to attend MLK events on the MidAmerica campus.

## **11. CONSENT AGENDA**

Councilmember Mickelson requested item "B" be removed for separate consideration and vote. Councilmember Brownlee requested item "M" be removed for separate consideration and vote. Councilmember McCoy requested item "S" be removed for separate consideration and vote.

Motion by Bacon, seconded by Vogt to approve the consent agenda with the exception of items B, M, and S. Motion carried with the following vote:

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

- 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.

Approved

- B.** Consideration of approval for 2020 Audit Plan.

Councilmember Mickelson asked for a presentation to better understand the Council's input on developing the audit plan.

Mary Ann Vasser, Internal Auditor, provided information about the background and process for how the plan had been created. Mr. Mickelson expressed his desire to be able to provide input in the future.

Motion by Bacon, seconded by Vogt to approve Consent item B. Motion carried with the following vote:

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

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

Approved

- 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.



Approved

- 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. Approved
- 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.  
Approved
- 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.  
Approved
- H.** Consideration of Consent Calendar.  
Approved
- I.** Consideration of Resolution No. 20-1003 authorizing the 2020 Street Preservation Program, PN 3-P-000-20.  
Approved
- J.** Consideration of Resolution No. 20-1004 authorizing the 2020 Miscellaneous ADA Sidewalk Repair and Replacement Project, PN 3-C-093-20.  
Approved
- K.** Consideration of Resolution No. 20-1005 authorizing the 2020 Advanced Transportation Management System (ATMS) Replacement and Repair Project, PN 3-C-037-20.  
Approved
- L.** Consideration of Resolution No. 20-1006 authorizing the 2020 Bridge Repair Project, PN 3-G-000-20.  
Approved
- M.** Consideration of Resolution No. 20-1007 authorizing the 2020 Sidewalk Construction Project, PN 3-C-072-20.  
Councilmember Brownlee had questions regarding how many school districts the City of Olathe touches and how it is determined where sidewalks are installed. Ms. Brownlee indicated she had been made aware of various sidewalks in the Spring Hill district that need attention.

Public Works Deputy Director, Beth Wright, explained that Olathe serves three districts, including Spring Hill, and would be looking at walking



maps for missing links.

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

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

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

Approved

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

Approved

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

Approved

- 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.

Approved

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

Approved

- S.** Consideration of the purchase of Kennedy Fire Hydrants from Olathe Winwater Works for the Hydrant Replacement Project, PN 5-C-030-20. Councilmember McCoy had questions about how many fire hydrants are replaced each year and the life expectancy of a hydrant.

Zach Hardy, Public Works Field Operations Manager, explained they expect a hydrant to last approximately 50 years as long as parts continue to be available. He said the replacement program was started in 2016 and they plan to replace 100-125 hydrants each year.

Motion by Bacon, seconded by Vogt to approve consent item S. Motion carried with the following vote:

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



**T.** Acceptance of bid and consideration of award of contract to Pro Circuit, Inc. for city-wide Generator Maintenance and Repair Services.  
Approved

**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.  
Approved

## **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.

Motion by Bacon, Seconded by Vogt to approve Ordinance No. 20-01.  
Motion carried with the following vote:

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

## **13. NEW BUSINESS-ADMINISTRATION**

**A.** Consideration of Charter Ordinance No. 80 and Ordinance No. 20-02 concerning the Municipal Court Administrator.

Motion by Bacon, seconded by Vogt to approve Charter Ordinance No. 80. Motion carried with the following vote:

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

Motion by Bacon, seconded by Vogt to approve Ordinance No. 20-02. The motion carried with the following vote:

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

**B.** Consideration of Ordinance No. 20-03 amending O.M.C. Chapter 2.34 making technical changes to the Olathe Community Fund ordinance.

Motion by Vogt, seconded by Campbell to approve Ordinance 20-03. The motion carried with the following vote:

**Yes:** Campbell, Mickelson, McCoy, Vogt, and Copeland

**No:** Brownlee, and Bacon

## **14. NEW CITY COUNCIL BUSINESS**

Councilmember Brownlee shared that Councilmember McCoy had taken water to a citizen's home in a time of need and wanted to thank him for his kindness.



Councilmember Campbell said he is looking forward to working with the new council.

Councilmember Bacon said he, too, is looking forward to working with this council and doing great things for Olathe.

Councilmember Vogt welcomed Councilmember Adam Mickelson, and congratulated the other council members on their re-election. She also shared that 2020 is the "year of the nurse" and expressed appreciation for her nurse colleagues. She also requested everyone to pray for the military, especially during this time of unrest.

Councilmember McCoy welcomed Adam Mickelson and congratulated new Mayor Pro-Tem Bacon. He also said he appreciated the Police and Fire departments and wanted to let them know we do not take them for granted.

Mayor Copeland welcomed Councilmember Mickelson.

Councilmember Mickelson thanked the citizens of Olathe and said he is excited to serve and do great things for the community. He said he appreciates and is looking forward to working with staff as well as the Council.

Mayor Copeland said it is an amazing privilege to serve Olathe. Mr. Copeland said it is very humbling, but an enormous responsibility. He said there have been great things accomplished, but still more to do and he is looking forward to continuing to be a part of the council.

**15. END OF TELEVISED SESSION**

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

None

**17. CONVENE FOR PLANNING SESSION**

**A. DISCUSSION ITEMS**

1. Discussion on the Fire Station No. 8 Improvements Project, PN 6-C-009-18.  
Public Works Deputy Director, Beth Wright, gave a



presentation on the Fire Station No. 8 Improvements Project.

Councilmember Campbell had questions about the cost of purchasing the acreage and the cost of the construction.

Fire Chief, Jeff DeGraffenreid, explained that part of the cost of the property would be assessed to Parks & Rec as they would be using a portion.

Ms. Wright explained the agreement with Turner Construction and the design work.

Mr. Campbell also asked about the neighborhood meetings and when they would take place.

Councilmember McCoy asked questions about what area would be notified of the neighborhood meeting.

Ms. Wright explained the distance that is used to determine who would be notified.

Councilmember Mickelson expressed concern about the close proximity of the park and how the noise of fire engines might affect small children who would be playing there.

Parks & Rec Director, Michael Meadors, shared that studies indicate neighborhood parks close to a fire or police station are safer and the actual play area would be at a distance to not harm children's hearing.

Mr. Mickelson also asked about the curve in the drive to the fire station and Chief DeGraffenreid said that it is longer than normal from the station to the street knowing that Lakeshore drive will be widened in the future.

Mr. Mickelson asked what would happen to the temporary facility that is being used for Fire Station 8 and Mr. Meadors said the property would be repurposed.



Mr. Mickelson asked about the possibility of obtaining bids from multiple companies and Ms. Wright explained the Guaranteed Maximum Price (GMP) process that is being used and talked about the different types of procurement processes.

Councilmember Brownlee inquired about the location of Fire Station 7 and what the cost of building that station was. Ms. Wright said that station was built in 2007 and compared square footage pricing to current fire station construction in the surrounding region.

Ms. Brownlee asked what makes a fire station so expensive. Ms. Wright said the HVAC system is part of the extra expenses because the building has to serve as a commercial facility as well as a residence for the fire fighters when they are on duty.

Ms. Brownlee also asked what the difference is between the GMP process and a design/build process and Ms. Wright explained the difference.

Councilmember Bacon asked if we would see the breakdown in pricing and if it was an "open" process. Ms. Wright said we would be able to see the unit pricing and their cost. Mr. Bacon said he would like to keep the company accountable.

Mr. Bacon asked if we would be operating squads out of this facility. Chief DeGraffenreid said that at sometime in the future this station would house a squad.

Councilmember Vogt asked what area this station would cover. Chief DeGraffenreid explained that it will cover most of southwest Olathe.

Ms. Vogt asked if this station will have a fire pole and Chief DeGraffenreid said it will. He said it is designed for the fire



fighters to get out of the station as quickly as possible.

Councilmember McCoy asked about the number of staff at this station and Chief DeGraffenreid said there will be three staff members on duty 24 hours.

Mr. McCoy asked if the City had used Turner Construction in the past for previous projects and Ms. Wright said they had.

Councilmember Mickelson asked if this station would have a police "touch down" space and Chief DeGraffenreid said the station would always be available to police officers but there would not be a designated space as in other stations.

Councilmember Brownlee asked about the distance from Lake Olathe to the park that is planned. Mr. Meadors said it is almost a mile to Lake Olathe and that is the approximate distance they like between neighborhood parks.

Councilmember Vogt asked about the condition of the older stations. Chief DeGraffenreid said some of the older stations are showing their age and staff has undertaken a facility evaluation and would be working to address the needs. Ms. Vogt asked that the Council be provided with a report.

Mayor Copeland asked Chief DeGraffenreid to provide the Council with an assessment of the resources our fire department sends to other communities.

## **18. ADDITIONAL ITEMS**

Councilmember Bacon asked questions about the upcoming council retreat and asked if there were alternatives to the date and location.

City Manager, Michael Wilkes, said they would look into options.

Mr. Bacon mentioned there might be a different seating order on the dais for council meetings going forward.



Councilmember Vogt asked if the City ever receives compensation for damaged hydrants, light poles, etc.

Resource Management Director, Dianna Wright, said the City does approach the insurance companies and in 2019 received over \$100,000 for damages.

Zach Hardy, Public Works Field Operations Manager, said the City also pursues restitution through Court Services.

Councilmember McCoy reminded everyone of the Martin Luther King events to be hosted at MidAmerica Nazarene University.

Councilmember Mickelson shared appreciation for Michael Meadors and the Parks & Rec staff for the Raven Ridge park project that is being completed partially with grant dollars and recycled material.

Councilmember Campbell reminded everyone that January 9th would be National Law Enforcement day.

## **19. ADJOURNMENT**

The meeting was adjourned at 8:30 p.m.

Brenda D. Long

Assistant City Clerk





# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 1/21/2020

---

**DEPARTMENT:** Legal

**STAFF CONTACT:** Ron Shaver and Brenda Long

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

---

**ITEM DESCRIPTION:**

Consideration of a cereal malt beverage license application for calendar year 2020

---

**SUMMARY:**

The application for the following business has met the necessary requirements for the issuance of cereal malt beverage license and is recommended for approval by staff. The application is available for review in the City Clerk's Office.

<b>Name</b>	<b>License #</b>	<b>Site</b>
Fuel Espresso #13	20-71	397 S. Parker Street

---

**FINANCIAL IMPACT:**

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

---

**ACTION NEEDED:**

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

---

**ATTACHMENT(S):**

None

---





# City of Olathe

## COUNCIL AGENDA ITEM

---

MEETING DATE: 1/21/2020

---

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver and Brenda Long

SUBJECT: Consideration of drinking establishment renewal applications for Minsky's Pizza located at 15983 S. Bradley and Buffalo Wild Wings #299 located at 12110 S. Strang Line Road.

---

ITEM DESCRIPTION:

Consideration of drinking establishment renewal applications for Minsky's Pizza located at 15983 S. Bradley and Buffalo Wild Wings #299 located at 12110 S. Strang Line Road.

---

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.

---

Minsky's Pizza  
15983 S. Bradley  
Olathe, KS 66062

Buffalo Wild Wings #299  
12110 S. Strang Line Road  
Olathe, KS 66062

---

FINANCIAL IMPACT:

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

---

ACTION NEEDED:

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

---

ATTACHMENT(S):

A: Minsky's Pizza

B: Buffalo Wild Wings #299

---



## Brenda Long

---

**From:** Brenda Long  
**Sent:** Tuesday, January 7, 2020 1:08 PM  
**To:** Benjamin Laxton; Carl Anderson; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Jo Prochko; Rachelle Breckenridge  
**Subject:** DEL-Minskys  
**Attachments:** DEL - Minskys\_Mur-Len 01-07-20.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 1/7/2020 6:39 PM
	Carl Anderson	Approve: 1/8/2020 2:26 PM
	Dianna Wright	Approve: 1/7/2020 2:35 PM
	GIS Shared	Approve: 1/8/2020 3:14 PM
	James Gorham	Approve: 1/13/2020 2:09 PM
	Rachelle Breckenridge	Approve: 1/16/2020 6:14 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by 1/13/20.

[Brenda Long](#), Assistant City Clerk

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

Resource Mgmt | City of Olathe, Kansas

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





## Brenda Long

---

**From:** Patti Kangethe  
**Sent:** Friday, January 10, 2020 3:56 PM  
**To:** Brenda Long; GIS Shared  
**Subject:** RE: DEI-Minskys

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

Brenda,

I looked and we feel this would fit under Restaurant – Sit-Down and that includes selling alcoholic beverages.

Hope that helps.

Thanks,

[Patti Kangethe](#), *Development Services Coord*

(913) 971-8972 | [OlatheKS.org](http://OlatheKS.org)

Public Works | City of Olathe, Kansas

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



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**From:** Brenda Long <[BDLong@OLATHEKS.ORG](mailto:BDLong@OLATHEKS.ORG)>

**Sent:** Thursday, January 9, 2020 9:39 AM

**To:** GIS Shared <[GISShared@OLATHEKS.ORG](mailto:GISShared@OLATHEKS.ORG)>; Patti Kangethe <[PLKangethe@OLATHEKS.ORG](mailto:PLKangethe@OLATHEKS.ORG)>

**Subject:** RE: DEI-Minskys

I looked in the file from 2018 and I don't see any additional notes on the "why." Patti, do you have anything on this one?

[Brenda Long](#), *Assistant City Clerk*

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

Resource Mgmt | City of Olathe, Kansas

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



---

**From:** GIS Shared <[GISShared@OLATHEKS.ORG](mailto:GISShared@OLATHEKS.ORG)>

**Sent:** Wednesday, January 8, 2020 3:14 PM

**To:** Brenda Long <[BDLong@OLATHEKS.ORG](mailto:BDLong@OLATHEKS.ORG)>; Patti Kangethe <[PLKangethe@OLATHEKS.ORG](mailto:PLKangethe@OLATHEKS.ORG)>

**Subject:** Approve: DEI-Minskys



I'm going ahead and approving this application because they have had a license here since 2011 but there is nothing in our records to indicate if it is grandfathered in since it is in the wrong zoning. If you could get back to me on why this was allowed in this NC zone I would appreciate it so I can update our files. Maybe it is **18.50.020 Accessory Uses and Structures ?**

Minsky's Pizza - Gregg D Johnson  
15983 S BRADLEY DR  
Zone NC 13-65  
Ordinance 13-65  
200 ft church & school buffer clear

[Betsy Pike](#), *GIS Tech*

(913) 971-9105 | [OlatheKS.org](http://OlatheKS.org)

Public Works | 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: January 7, 2020

Resource Management is in receipt of Midland Pizza, LLC (dba Minsky's Pizza) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for of Midland Pizza, LLC (dba Minsky's Pizza), 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.

---



100 E Santa Fe St  
Olathe, KS

RECEIVED

CITY OF OLATHE

JAN 07 2020

OLATHE

DRINKING ESTABLISHMENT LICENSE APPLICATION  
CITY OF OLATHE, KANSAS  
CITY CLERK OFFICE

Date: 1-3-2020 Business Phone: 913-780-9922  
Name of Establishment: Midland Pizza LLC - Murken Rd dba Minsky's Pizza  
Name of Applicant: Gregg Johnson  
Business Address of Applicant: 15983 S. Bradley Olathe KS 66061  
City State Zip  
E-mail Address of Applicant (optional): g.johnson@minskys.com  
Legal description of premises: Building located in Arbor Creek Village, 3292 net  
Sq Ft, @ 15983 S. Bradley Drive, Olathe KS 66061  
Owner of premises (if different than applicant): Murken 159, LLC  
Address of owner of premises: 795 W Ironwood St. Olathe KS 66061  
City State Zip

Items required that must accompany this application:

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

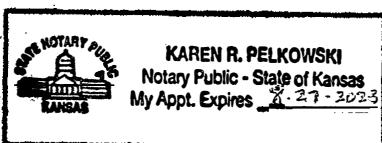
The biennial fee for Drinking Establishments authorized by K.S.A. Supp. 41-2622 is hereby established and fixed at **FIVE HUNDRED DOLLARS (\$500.00)**. All applications for new or renewal city licenses shall be submitted to the City Clerk for consideration by the Governing Body. No license fee shall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

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

Gregg Johnson  
Name of Applicant (Print Please)  
[Signature]  
Signature  
Owner  
Title

State of Kansas  
County of Johnson  
[Signature]  
Notary

Sworn and subscribed before me this  
This 6th day of January, 20 20



SEAL



# Cash Receipt

Receipt #: 49849  
User: JOLENEP  
Dept: CC  
Date: 01/07/2020  
Time: 10:48:44



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

Customer: Midland Pizza LLC

THANK YOU FOR YOUR PAYMENT

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

Item	Description	Notes	Amount
DRINKING ESTAB	Minskys Pizza - Mur-Len RENEW	23367	\$500.00
<b>**Final**      Total Received</b>			<b>\$500.00</b>



## Brenda Long

---

**From:** Brenda Long  
**Sent:** Tuesday, December 31, 2019 11:20 AM  
**To:** Benjamin Laxton; Carl Anderson; David Bryant; Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Jo Prochko; Rachelle Breckenridge  
**Subject:** DEL - Buffalo Wild Wings 12-30-19  
**Attachments:** DEL - Buffalo Wild Wings 12-30-19.pdf

Tracking:	Recipient	Response
	Benjamin Laxton	Approve: 12/31/2019 1:53 PM
	Carl Anderson	Approve: 1/8/2020 2:25 PM
	Dianna Wright	Approve: 12/31/2019 11:39 AM
	GIS Shared	Approve: 1/2/2020 8:37 AM
	James Gorham	Approve: 1/2/2020 8:03 AM
	Rachelle Breckenridge	Approve: 1/16/2020 6:10 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by January 7, 2020.

[Brenda Long](#), Assistant City Clerk

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

Resource Mgmt | City of Olathe, Kansas

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







To: Brenda Long, Assistant City Clerk  
From: Dianna Wright, Director of Resource Management  
Subject: Liquor License Renewal  
Date: December 31, 2019

Resource Management is in receipt of Real Wing, Inc (dba Buffalo Wild Wings #299) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for Real Wing, Inc (dba Buffalo Wild Wings #299), 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 17 2020

CITY OF OLATHE



CITY OF OLATHE  
CITY CLERK OFFICE

DRINKING ESTABLISHMENT LICENSE APPLICATION

Date: Dec 5, 2020 Business Phone: 913.393.0038  
Name of Establishment: Buffalo Wild Wings #299  
Name of Applicant: Beau Wings, Inc.  
Business Address of Applicant: 12110 S. Stang Line Rd. Olathe, KS 66062  
City State Zip  
E-mail Address of Applicant (optional): BWWLicensing@InspireBrands.com  
Legal description of premises: Lot 1, KS Vistors Center a subdivision  
of Olathe, Johnson County, KS  
Owner of premises (if different than applicant): Vista Futura LLC  
Address of owner of premises: 1151 Homblend St. San Diego CA 92109  
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)**

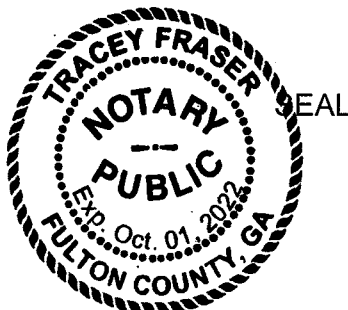
The biennial fee for Drinking Establishments authorized by K.S.A. Supp. 41-2622 is hereby established and fixed at **FIVE HUNDRED DOLLARS (\$500.00)**. All applications for new or renewal city licenses shall be submitted to the City Clerk for consideration by the Governing Body. No license fee shall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

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

Robert O'Dones Jr.  
Name of Applicant (Print Please)  
[Signature]  
Signature  
Vice President  
Title

State of Georgia  
County of Fulton  
[Signature]  
Notary

Sworn and subscribed before me this  
This 6th day of Dec, 2019





**Kansas Alcoholic Beverage Control Division  
Liquor License**

**Drinking Establishment**

OWNER NAME: **Real Wing Inc**  
DBA: **Buffalo Wild Wings**  
ADDRESS: **12110 S Strang Line Road**  
**Olathe, KS 66062**

**LICENSE NO: 10019116201**

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: 11/28/2019**

**EXPIRES: 11/27/2021**

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](mailto: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](mailto: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



# Cash Receipt



Receipt #: 49754  
User: JOLENEP  
Dept: CC  
Date: 12/30/2019  
Time: 12:08:44

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

Customer: Buffalo Wild Wings

THANK YOU FOR YOUR PAYMENT

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

Item	Description	Notes	Amount
DRINKING ESTAB	Buffalo Wild Wings RENEW	15726	\$500.00
<b>**Final**      Total Received</b>			<b>\$500.00</b>





# City of Olathe

## COUNCIL AGENDA ITEM

---

MEETING DATE: 1/21/2020

---

DEPARTMENT: City Manager's Office

STAFF CONTACT: Kim Delana

SUBJECT: Consideration of authorization for Mayor Copeland, Councilmembers, and Michael Wilkes to attend the National League of Cities Congressional City Conference, in Washington, D.C., March 8 - 11, 2020.

---

ITEM DESCRIPTION:

Consideration of authorization for Mayor Copeland, Councilmembers, and Michael Wilkes to attend the National League of Cities Congressional City Conference, in Washington, D.C., March 8 - 11, 2020

---

SUMMARY:

The City Council is asked to consider travel authorizations for Mayor Copeland, Councilmembers and City Manager for the National League of Cities Congressional City Conference, in Washington, D.C. This year's conference is scheduled for March 8 - 11, 2020.

These Travel Request and Authorization forms are presented for City Council review and approval in accordance with Administrative Guideline F-01, which requires that all overnight travel and/or registration expenses for City employees and officials be approved in advance.

---

FINANCIAL IMPACT:

Funding is included in the 2020 budget.

---

ACTION NEEDED:

Consider approval of the attached Travel Request and Authorizations form for the Mayor, Councilmembers and the City Manager as part of the Consent Agenda.

---

ATTACHMENT(S):

A: Council TRA

B: Wilkes TRA





Complete the yellow cells

## Travel Request and Authorization (TRA)

This form is required for all overnight travel or if local registration is over \$1000 and must be approved in advance. Advances will not be issued for local expenses. (Admin Guideline F-01).

TRA estimate expenses must be within 10% of Business Expense Stmt(BES).

Name:	Council	Employee #		Department	Council
Purpose of Travel:	NLC Congressional City Conference			Destination:	Washington, D.C.
Departure Date:	3/7/20	Return Date:	3/12/20		
Comments:					
Sharing hotel room? Whom with:				E1 Budgeted Account #	1001010.62220

	Amount to City PCard	Amount to Vendor	Amount to Employee	
Registration:	505.00			
Airfare:	450.00			
Lodging:		2,063.10		
Car Rental:				
KCI Airport parking:		70.00		

Meals Overnight Travel		Per Diem for Meals	Rate	# of days	
<a href="#">Search for City - GSA.gov website</a>		Per Diem rate	76.00	6.0	456.00
<b>Enter Per Diem Rate (cell F21)</b>		M&IE Breakdown - Deduct meals provided			
		Breakfast	18.00		-
		Lunch	19.00		-
		Dinner	34.00		-
M&IE Meal breakdown will auto populate					
Per Diem for Meals:	No receipts required	456.00			

Private Vehicle Mileage:		46.00	80	Miles @	0.575	per mile
Cab/Shuttle fares/						
Tolls/Baggage fees:		250.00				
Fuel - City Vehicle:						
Other:						

Describe: \_\_\_\_\_

Amount Charge on City P Card 955.00

Amount to Vendors 2,383.10

Travel Advance = Amount to Employee **502.00**

**TOTAL ESTIMATED EXPENSES 3,840.10**

ACH direct deposit rather than a check can be provided. Complete and submit - [AP ACH Form](#)

	Approved	Disapproved	Date
Employee Signature	<input type="checkbox"/>	<input type="checkbox"/>	
Division Manager Signature	<input type="checkbox"/>	<input type="checkbox"/>	
Department Director Signature	<input type="checkbox"/>	<input type="checkbox"/>	
City Manager Signature (if required)	<input type="checkbox"/>	<input type="checkbox"/>	





Complete the yellow cells

## Travel Request and Authorization (TRA)

This form is required for all overnight travel or if local registration is over \$1000 and must be approved in advance. Advances will not be issued for local expenses. (Admin Guideline F-01).

TRA estimate expenses must be within 10% of Business Expense Stmt(BES).

Name:	Michael Wilkes	Employee #	124702	Department	CMO
Purpose of Travel:	NLC Congressional City Conference			Destination:	Washington, D.C.
Departure Date:	3/7/20	Return Date:	3/12/20		
Comments:					
Sharing hotel room? Whom with:				E1 Budgeted Account #	1001020.62220

	Amount to City PCard	Amount to Vendor	Amount to Employee				
Registration:	505.00						
Airfare:	450.00			Lodging Rate	# days	15%	Total
Lodging:		2,063.10		299.00	per day @ 6	44.85	2,063.10
Car Rental:							
KCI Airport parking:		70.00					
	Meals Overnight Travel <a href="#">Search for City - GSA.gov website</a>  <b>Enter Per Diem Rate (cell F21)</b>			Per Diem for Meals Rate # of days Per Diem rate 76.00 6.0 456.00			
	M&IE Meal breakdown will auto populate			M&IE Breakdown - Deduct meals provided			
				Breakfast 18.00 -			
				Lunch 19.00 -			
				Dinner 34.00 -			
Per Diem for Meals:	No receipts required		456.00				
Private Vehicle Mileage:			46.00	80	Miles @ 0.575	per mile	
Cab/Shuttle fares/ Tolls/Baggage fees:	250.00						
Fuel - City Vehicle:							
Other:				Describe: _____			

Amount Charge on City P Card 955.00

Amount to Vendors 2,383.10

Travel Advance = Amount to Employee 502.00

TOTAL ESTIMATED EXPENSES 3,840.10

ACH direct deposit rather than a check  
can be provided. Complete and submit -  
[AP ACH Form](#)

Employee Signature

	Approved	Disapproved	Date
Division Manager Signature	<input type="checkbox"/>	<input type="checkbox"/>	
Department Director Signature	<input type="checkbox"/>	<input type="checkbox"/>	
City Manager Signature (if required)	<input type="checkbox"/>	<input type="checkbox"/>	1/10/20





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 1/21/2020

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DEPARTMENT: Library

STAFF CONTACT: Erin Vader and Julie Clark

SUBJECT: Addendum to the Interlocal Cooperation Agreement between the Olathe Public Library and the Johnson County Library.

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### ITEM DESCRIPTION:

Consideration of ratifying an Addendum to the Interlocal Cooperation Agreement between the Olathe Public Library and the Johnson County Library for automated circulation, patron and bibliographic services.

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### SUMMARY:

The Addendum to the Interlocal Cooperation Agreement is reviewed and renewed on an annual basis between the Olathe Public Library and the Johnson County Library. This partnership allows the two libraries to offer the same automated checkout procedures and policies, merged collections, shared databases and downloadable content. This agreement also represents cost savings, increased access to more materials for city and county residents and professional collaboration.

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### FINANCIAL IMPACT:

The library's 2020 budget will pay for services:

\$344,700	downloadable content/databases
\$ <u>96,000</u>	<u>administration of e-Content</u>
\$440,700	

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### ACTION NEEDED:

Approve ratification of the Addendum to the Interlocal Cooperation Agreement as part of the consent agenda.

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### ATTACHMENT(S):

A: Addendum to the Interlocal Cooperation Agreement

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**ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE BOARD OF DIRECTORS OF THE JOHNSON COUNTY  
LIBRARY AND THE OLATHE PUBLIC LIBRARY ADVISORY BOARD FOR  
AUTOMATED CIRCULATION, PATRON, AND BIBLIOGRAPHIC SERVICES**

This Renewal Memorandum (the "Renewal" hereinafter) is made this 10<sup>th</sup> day of January 2020, by and between the Board of Directors of the Johnson County Library ("JCL" hereinafter) and the Olathe Public Library Advisory Board ("OPL" hereinafter) to amend the Interlocal Cooperation Agreement between the parties on the sharing of automated services (the "Agreement" hereinafter).

The parties agree as follows:

1. Memorandum of Renewal. On May 17, 1989, the parties entered into the Agreement and have renewed it on an annual basis since that date. The Agreement has been amended and supplemented several times. The Agreement, as amended and supplemented, has worked well for the parties, is of substantial benefit to the patrons of both institutions, and the parties accordingly renew said Agreement, as amended and supplemented, under the existing terms, pursuant to paragraph II.2, for the period of January 1, 2020 through December 31, 2020 with Sections 10 and 10A as set forth below.
2. Amended Section 10 of the Agreement. Section 10 of the Agreement, as amended, reads as follows:
  10. ACCESS TO INFORMATION IN BIBLIOGRAPHIC AND CIRCULATION DATA BASE: SERVICE FEES.
    - A. Access to Information. JCL and OPL agree that, subject to paragraph 11, full access shall be allowed to information stored in the JCL automated system relating to books and library materials at both libraries and relating to the holdings, availability and circulation status of such books and library materials. The parties agree to use the JCL automated system to permit patrons of one library system to "reserve" an item in the other library's collections. Staff from OPL and JCL has developed procedures for the delivery of such material.
    - B. Internet Access Service. JCL and OPL agree that JCL no longer provides OPL with Internet Access Service and that no fee is accordingly charged for that service.
    - C. Service Fees. The parties agree that OPL will pay to JCL a service fee in the amount of 23% of Integrated Library System Coordinator services costs, 23% of .5 FTE for E-content Selector negotiation services, plus 23% additional costs for database subscriptions for the



period of January 1, 2020 through December 31, 2020. If additional services are added throughout the year, additional service fees will be assessed at the 23% rate.

- D. Confidentiality of Records. JCL and OPL both have regulations or policies in place that protect the confidentiality of their respective patrons' library records. JCL and OPL mutually and reciprocally agree to maintain the confidentiality of their respective patrons' library records and to make no disclosure of the other institution's confidential library patron records.

3. Amended Section 10A of the Agreement. Section 10A of the Agreement, as added by way of addendum approved December 17, 2003, shall read as follows:

10A. LEASE OR PURCHASE OF DATA BASES AND E-CONTENT FOR REMOTE USE. JCL and OPL agree to act in concert to lease or purchase databases and e-content for remote use by their patrons on the terms set forth in this paragraph 10A.

- A. Each library shall be financially responsible for its share of the cost of leasing or purchasing such data bases and e-content as follows:
1. OPL will be responsible for 23% of the total cost in 2020 plus additional costs associated with OPL being made a party to any applicable leases.
  2. JCL will be responsible for 77% of the total cost of leasing or purchasing such databases in 2020.
  3. In 2020, databases will be billed from 10/1/19 – 9/30/20 and will continue billing on an October – September cycle thereafter.
  4. In 2020, e-books will be billed from 10/1/19 – 9/30/20 and will continue billing on an October – September cycle thereafter.
- B. JCL shall provide OPL with the following services at no additional cost: JCL staff shall provide the necessary equipment and software to perform use authentication; and JCL staff shall provide support desk services relating to remote data base and e-content access.



OPL will pay 23% of .5 FTE for E-content Selector to negotiate data base and e-content contracts on behalf of JCL and OPL.

- C. OPL shall appoint a representative to assist in the selection and licensing of databases leased or purchased for remote use pursuant to the terms of this Agreement.
- D. In the event of severance of the Inter local Agreement between JCL and OPL, 23% of the mutual e-book and e-audio book content will remain the property of OPL. The specific titles retained will be determined by OPL.

4. Added Section 10B of the Agreement. Section 10B of the Agreement, as added by way of addendum approved July 21, 2004, shall read as follows:

10B. USE OF COMPUTER RESERVATION SERVICE. JCL agrees to allow OPL to access and use its online computer reservation system. This service will be provided to OPL by JCL, and JCL will be the sole owner of all hardware, software, and other components related to the proper operation of the system. JCL will provide regular maintenance to all components of the service. The agreed support fee for this service is included in the fee set forth in paragraph 10.A above.

5. Addendum to Section 10C of the Agreement Section 10C of the agreement, as added by way of addendum approved December 15, 2010, shall read as follows:

10 C. LEASES OR PURCHASE OF WEB CATALOG INTERFACE.  
JCL and OPL agree to act in concert to lease or purchase a presentation layer interface to provide public access to the Bibliographic and Patron account database via the Web on the terms set forth in this paragraph 10C.

- A. Each library shall be financially responsible for its share of the costs of leasing or purchasing a presentation layer interface as follows:
  - 1. OPL will be responsible for 23% of the total cost in 2020, plus additional costs associated with OPL being made a party to any applicable leases.
  - 2. JCL will be responsible for 77% of the total cost of leasing or purchasing such an interface.



- B. JCL shall provide OPL with the following services at no additional cost: JCL staff will be responsible for negotiation of contracts or leases with interface vendors; JCL staff shall provide the necessary equipment and software to perform authentication and interface with the ILS; and JCL staff shall provide support desk services relating to online interface access.
- C. JCL and OPL shall appoint members to a committee that will select and mutually agree upon an interface to be leased or purchased pursuant to the terms of this Agreement.

COURIERS JCL shall pay 77% of Monday through Saturday courier service between OPL and JCL.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

ADVISORY BOARD OF THE  
OLATHE PUBLIC LIBRARY

BY: Thomas A. Glavin  
Name: THOMAS A. GLAVIN  
Title: Board Chair

BOARD OF DIRECTORS OF THE  
JOHNSON COUNTY LIBRARY

BY: Bethany Griffith  
Name: BETHANY GRIFFITH  
Title: Board Chair





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 1/21/2020

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DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver

SUBJECT: Consideration of Resolution 20-1013 amending Resolution No. 19-1085, approving the creation of an improvement district for Cedar Creek Parkway (south of College Boulevard), Project No. 3-B-027-19, and calling and providing for the giving of notice of a public hearing.

---

### ITEM DESCRIPTION:

Consideration of Resolution 20-1013 amending Resolution No. 19-1085, approving the creation of an improvement district for Cedar Creek Parkway (south of College Boulevard), Project No. 3-B-027-19, and calling and providing for the giving of notice of a public hearing.

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### SUMMARY:

On December 16, 2008, the City Council adopted resolution No. 08-1071, creating the Cedar Creek Parkway (south of College) benefit district, PN 3-B-075-08 and 5-B-048-08, which contemplated 2,850 lineal feet of a collector and 4-lane divided arterial roadway and 12" water line. The City Council subsequently adopted Ordinance 09-02 on January 6, 2009, authorizing the levy of special assessments within the benefit district. On July 7, 2009, the City Council adopted Ordinance No. 09-33, accepting an amended petition to increase the total project costs for the project to \$7,738,757 with assessments levied over 10 years, equally per square foot, and on an annual basis within the district. This project has not been constructed.

On December 17, 2019, the City approved Resolution No. 19-1085 (Attachment A) to create a new Cedar Creek Parkway (south of College) benefit district, with the road extending approximately 3,750 feet south of College as a 2-lane collector-style roadway and 12" water line. The proposed district includes a larger area south of College which will benefit from the improvements than the 2008 district.

Subsequent to approval of Resolution No. 19-1085, it was determined that the estimated total costs of the Improvements as set forth in the original petition and Resolution No. 19-1085 should have been shown as \$9,395,108.94 to comply with parties' intent regarding the maximum cost to be assessed against property within the improvement district.

On January 10, 2020, an amended and restated petition (Attachment B) related to the benefit district was filed with the City, reducing the proposed project cost from \$11,779,981.82 to the corrected \$9,395,108.94.

Staff has prepared an assessment roll (Attachment C) showing the estimated cost allocable to all properties within the benefit district. Note that this assessment roll differs slightly from the petitioner's estimates included with the petition, as this proposed assessment roll accounts for recently platted lots within the benefit district boundaries.



The Resolution (Attachment D) amends Resolution 19-1085 to provide that the estimated cost of the proposed improvements is \$9,395,108.94, of which the estimated cost of construction only is \$5,650,917.50. Assessments would be levied over 20 years, equally per square foot, on an annual basis within the district. The Resolution also authorizes and directs the execution of all documents, publication of all notices and, the taking of such actions necessary or advisable in order to carry out and perform the purposes of this Resolution and Kansas law, including publishing a notice of public hearing related to the levy of maximum pre-construction assessments.

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**FINANCIAL IMPACT:**

Properties within the district would pay 100% of the project costs, which are estimated at approximately \$1.01 per square foot.

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**ACTION NEEDED:**

Adopt amended and restated petition and approve Resolution No. 20-1013 amending Resolution No. 19-1085, approving the creation of a benefit district for Cedar Creek Parkway (south of College Boulevard), Project No. 3-B-027-19, and calling and providing for the giving of notice of a public hearing.

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**ATTACHMENT(S):**

- A: Resolution No. 19-1085
- B: Amended Petition
- C: Proposed Assessment Roll
- D: Resolution No. 20-1013



NOTE: To be recorded with Records and Tax Administration, Johnson County, Kansas

(Published in the *Gardner News* on December 25, 2019)

**RESOLUTION NO. 19-1085**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS TO CEDAR CREEK PARKWAY, SOUTH OF COLLEGE, IN THE CITY OF OLATHE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS.**

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**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Olathe, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

**WHEREAS**, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the “Act”).

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

**Section 1. Findings of Advisability.** The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

The construction of Cedar Creek Parkway from College Boulevard south approximately 3,750 linear feet, to consist of two lanes with 12 inches of asphalt pavement. Said construction will be within 120 feet of dedicated right of way and include approximately 3,750 linear feet of 12 inch waterline. The improvements shall also include right of way grading and clearing, curb and gutter, sidewalk, hike/bike trail, erosion control, traffic control, curb inlets, storm sewer piping, landscaping, streets lights, utility relocations and related work necessary for completion of such improvements.

(b) The estimated or probable cost of the proposed Improvements is: \$11,779,981.92.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Part of Section 17, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:



Commencing at the Northwest corner of the Northeast One-Quarter of Said Section 17; thence North 87 degrees 45 minutes 51 seconds East, along the North line of the said Northeast One-Quarter, a distance of 240.00 feet to the Point of Beginning; thence South 51 degrees 47 minutes 58 seconds East, a distance of 1806.95 feet; thence South 01 degrees 51 minutes 59 seconds East, a distance of 1484.07 feet to a point on the South line of the said Northeast One-Quarter; thence North 87 degrees 42 minutes 53 seconds East, along the South line of the said Northeast One-Quarter a distance of 785.45 feet to a corner point on the West line of Lot 3, CLAREVIEW, a subdivision of land in the said City of Olathe; thence along the West line of said CLAREVIEW for the following ten courses, South 02 degrees 51 minutes 00 seconds West, a distance of 114.32 feet; thence South 47 degrees 51 minutes 00 seconds West, a distance of 140.00 feet; thence South 12 degrees 51 minutes 00 seconds West, a distance of 280.00 feet; thence South 02 degrees 51 minutes 00 seconds West, a distance of 170.00 feet; thence South 17 degrees 51 minutes 00 seconds West, a distance of 230.00 feet; thence South 27 degrees 51 minutes 00 seconds West, a distance of 120.00 feet; thence South 62 degrees 51 minutes 00 seconds West, a distance of 190.00 feet; thence South 32 degrees 51 minutes 00 seconds West, a distance of 250.00 feet; thence South 87 degrees 51 minutes 00 seconds West, a distance of 260.00 feet; thence South 32 degrees 51 minutes 00 seconds West, a distance of 97.66 feet to a point on the South line of the North One-Half of the Southeast One-Quarter of Said Section 17; thence South 87 degrees 51 minutes 00 seconds West, along the South line of the said North One-Half a distance of 1449.82 feet to the Southwest corner of the said North One-Half; thence North 69 degrees 11 minutes 50 seconds West, a distance of 680.62 feet; thence North 29 degrees 40 minutes 15 seconds West, a distance of 418.87 feet; thence North 74 degrees 01 minutes 20 seconds West, a distance of 885.90 feet; thence North 32 degrees 11 minutes 27 seconds West, a distance of 376.12 feet; thence North 31 degrees 28 minutes 54 seconds East, a distance of 2407.77 feet; thence North 44 degrees 39 minutes 53 seconds East, a distance of 1078.49 feet to the Point of Beginning. Except that part taken or used for road right of way.

(d) The method of assessment is: equally per square foot.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section I** of this Resolution.

**Section 3. Bond Authority; Reimbursement.** The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

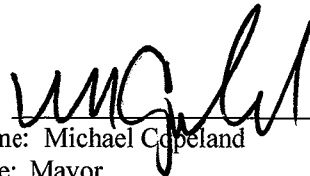
**Section 4. Further Authority.** The officers and officials of the City, including the Mayor and City Clerk, are hereby authorized and directed to execute all documents, publish all notices and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Act, including publishing a notice of public hearing related to assessments, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of Records and Tax Administration of Johnson County, Kansas.

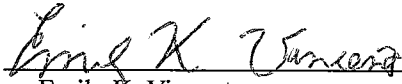


**ADOPTED** by the governing body of the City on December 17, 2019.

(SEAL)

By:   
Name: Michael Copeland  
Title: Mayor

ATTEST:

By:   
Name: Emily K. Vincent  
Title: Clerk





STATE OF KANSAS  
JOHNSON COUNTY, SS

Brandon Humble, being first duly sworn, deposes and says: That he is the editor of **THE GARDNER NEWS** A weekly newspaper printed in the State of Kansas, and published in and of general circulation in Johnson County, Kansas and that said newspaper is a bi-weekly published at least weekly, 52 times a year; has been published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office in Gardner, Kansas in said county as second class matter.

That the attached notice is a true copy there of and was published in the regular and entire issue of said newspaper for 1 consecutive weeks(s),

The first publication there of being made as aforesaid on 25 December 2019

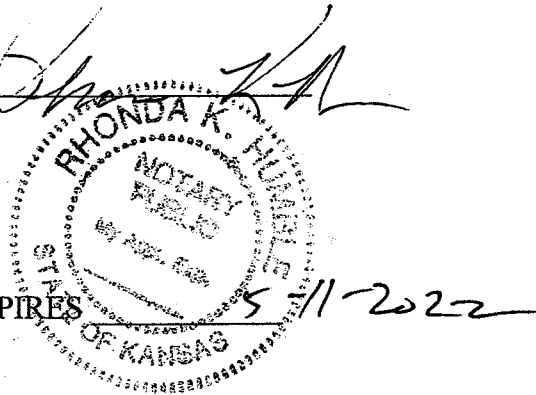
Publications being made on the following:

EDITOR 

SUBSCRIBED AND SWORN TO ME THIS : 12/25/2019

NOTARY PUBLIC 

MY COMMISSION EXPIRES 5/1/2022



COST-----

ADDITIONAL COPIES-----

IN THE DISTRICT COURT OF JOHNSON, COUNTY KANSAS-----

The within Proof Of Publication approved

-----JUDGE



# Public Notice

ATTACHMENT A

First published in *The Gardner News* Wednesday, Dec. 25, 2019

SECTION THREE: A certified copy of this Ordinance shall be filed by the City Clerk with the Department of Records and Tax Administration of Johnson County, Kansas.

PASSED by the Council this 17th day of December, 2019.

SIGNED by the Mayor this 17th day of December, 2019.

NOTE: To be recorded with Records and Tax Administration, Johnson County, Kansas.

(Published in the *Gardner News* on December 25, 2019).

## RESOLUTION NO. 19-1085

### A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS TO CEDAR CREEK PARKWAY, SOUTH OF COLLEGE, IN THE CITY OF OLATHE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS.

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Olathe, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the "Act");

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

##### Section 1. Findings of Advisability. The governing body hereby finds and determines that:

###### (a) It is advisable to make the following improvements (the "Improvements"):

The construction of Cedar Creek Parkway from College Boulevard south approximately 3,750 linear feet, to consist of two lanes with 12 inches of asphalt pavement. Said construction will be within 120 feet of dedicated right of way and include approximately 3,750 linear feet of 12 inch waterline. The improvements shall also include right of way grading and clearing, curb and gutter, sidewalk, hike/bike trail, erosion control, traffic control, curb inlets, storm sewer piping, landscaping, streets lights, utility relocations and related work necessary for completion of such improvements.

###### (b) The estimated or probable cost of the proposed improvements is: \$11,779,981.92.

###### (c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Part of Section 17, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of Said Section 17; thence North 87 degrees 45 minutes 51 seconds East, along the North line of the said Northeast One-Quarter, a distance of 240.00 feet to the Point of Beginning; thence South 51 degrees 47 minutes 58 seconds East, a distance of 1806.95 feet; thence South 01 degrees 51 minutes 59 seconds East, a distance of 1484.07 feet to a point on the South line of the said Northeast One-Quarter; thence North 87 degrees 42 minutes 53 seconds East, along the South line of the said Northeast One-Quarter a distance of 785.45 feet to a corner point on the West line of Lot 3, CLAREVIEW, a subdivision of land in the said City of Olathe; thence along the West line of said CLAREVIEW for the following ten courses, South 02 degrees 51 minutes 00 seconds West, a distance of 114.32 feet; thence South 47 degrees 51 minutes 00 seconds West, a distance of 140.00 feet; thence South 12 degrees 51 minutes 00 seconds West, a distance of 280.00 feet; thence South 02 degrees 51 minutes 00 seconds West, a distance of 170.00 feet; thence South 17 degrees 51 minutes 00 seconds West, a distance of 230.00 feet; thence South 27 degrees 51 minutes 00 seconds West, a distance of 120.00 feet; thence South 62 degrees 51 minutes 00 seconds West, a distance of 190.00 feet; thence South 32 degrees 51 minutes 00 seconds West, a distance of 250.00 feet; thence South 87 degrees 51 minutes 00 seconds West, a distance of 260.00 feet; thence South 32 degrees 51 minutes 00 seconds West, a distance of 97.66 feet to a point on the South line of the North One-Half of the Southeast One-Quarter of Said Section 17; thence South 87 degrees 51 minutes 00 seconds West, along the South line of the said North One-Half a distance of 1449.82 feet to the Southwest corner of the said North One-Half; thence North 69 degrees 11 minutes 50 seconds West, a distance of 680.62 feet; thence North 29 degrees 40 minutes 15 seconds West, a distance of 418.87 feet; thence North 74 degrees 01 minutes 20 seconds West, a distance of 885.90 feet; thence North 32 degrees 11 minutes 27 seconds West, a distance of 376.12 feet; thence North 31 degrees 28 minutes 34 seconds East, a distance of 2407.77 feet; thence North 44 degrees 39 minutes 53 seconds East, a distance of 1078.49 feet to the Point of Beginning. Except that part taken or used for road right of way.

###### (d) The method of assessment is: equally per square foot.

###### (e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

##### Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

##### Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

##### Section 4. Further Authority. The officers and officials of the City, including the Mayor and City Clerk, are hereby authorized and directed to execute all documents, publish all notices and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Act, including publishing a notice of public hearing related to assessments, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

##### Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of Records and Tax Administration of Johnson County, Kansas.

ADOPTED by the governing body of the City on December 17, 2019.

(SEAL)

By:

Name: Michael Copeland

Title: Mayor

ATTEST:

By:

Name: Emily K. Vincent

Title: Clerk



## AMENDED AND RESTATED PETITION FOR PUBLIC IMPROVEMENTS

TO: The Governing Body of the City of Olathe, Kansas:

1. We, the undersigned, being owners of record of property liable for assessment for the following proposed improvements:

The construction of Cedar Creek Parkway from College Boulevard south approximately 3,750 linear feet, to consist of two lanes with 12 inches of asphalt pavement. Said construction will be within 120 feet of dedicated right of way and include approximately 3,750 linear feet of 12 inch waterline. The improvements shall also include right of way grading and clearing, curb and gutter, sidewalk, hike/bike trail, erosion control, traffic control, curb inlets, storm sewer piping, landscaping, streets lights, utility relocations and related work necessary for completion of such improvements.

we hereby propose that such improvement be made in the manner provided by K.S.A. 12-6a01, et seq.

2. The estimated or probable cost of such improvement is:

\_\_\_\_\_ (\$ 9,395,108.94 ).

3. The boundary of the proposed improvement district to be assessed as indicated on the map depicting the land indicated and legally described as follows, but excluding all dedicated public right of way within such area:

See attached Exhibits "A" and "B"

4. Method of Assessment:

(a) The proposed method of assessment for the improvement is:

equally per square foot

5. The proposed apportionment of costs between the improvement district and the city is

One Hundred \_\_\_\_\_ percent ( <sup>100</sup> %) to be assessed against the improvement district and

Zero \_\_\_\_\_ percent ( <sup>0</sup> %) to be paid by the city.

6. We further propose that such improvement be made without notice and hearing as required by K.S.A. 12-6a04 (a).

7. Names may not be withdrawn from this petition by the signers hereof after the Governing Body commences consideration of the petition, or later than seven (7) days after this petition is filed, whichever occurs first.

8. We hereby agree that all costs incurred for the preparation, administration, engineering fees, etc. shall be assessed against the improvement district and the city based upon

RECEIVED

JAN 10 2020

CITY OF OLATHE  
CITY CLERK OFFICE



the method of assessment and the apportionment of costs described herein regardless of the completion of the construction of the improvement.


9. Petitioners signing for the public improvement hereby agree that if in the event there is property in the improvement district that is outside the corporate limits of the city of Olathe, the owners of such property will petition for annexation prior to the time the governing body of the city of Olathe considers approval of the public improvement.
10. When applicable, any petitioner signing for a public improvement hereby agrees to dedicate or convey the necessary easements to accommodate said improvement.
11. Signed right-of-way donations and any necessary easements based upon the preliminary construction plan shall be provided prior to publication of the resolution approving the benefit district for any portion of the benefit district which cost is assessed against the improvement district and not paid by the city at large. If a property owner refuses to donate land for right-of-way for any portion of the benefit district which cost is assessed against the improvement district and not paid by the city, the Governing Body will assess all costs of purchasing right-of-way for that property upon the non-donating property owner pursuant to K.S.A. 12-692 and city policy.
12. We further propose that the improvement be assessed prior to construction pursuant to the authority of K.S.A. 12-6a09(c).
13. Petitioners certify that they have no financial interest in any property with delinquent special assessments, ad valorem taxes, or other federal or state tax liens anywhere within the state of Kansas.
14. Property within in a benefit district may be platted or otherwise split into multiple parcels after a benefit district is created by the Governing Body. In connection with the filing of a plat or other request for a property split, 100% of the property owners subject to the split must file with the City a petition consenting to reallocation of special assessments against such property. The petition must specify the method for reallocation, and the specified method must comply with the resolution of the Governing Body creating the benefit district.



## CERTIFICATION

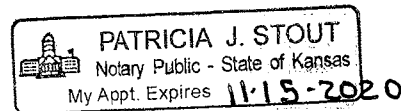
State of Kansas )  
 ) SS:  
 County of Johnson )

I, John Duggan, hereby certify that I am duly authorized to act, and specifically authorized to submit this petition, all on behalf of Cedar Creek Development Company, LLC, 30<sup>th</sup> Plat of Cedar Creek LLC, CCV (Tract 7 Commercial), LLC, CCV (Tract 7 North Remainder), LLC, CCV (Tract 7 South Remainder), LLC, and Valley Ridge, LLC. I further certify that the signatures appearing on the Petition Signature Sheets, consisting of 5 pages, are genuine and the addresses below the names are correct.

Signature:   
 Name: John Duggan

Subscribed and sworn to before me this 10<sup>th</sup> day of January, 2020.

Patricia J. Stout  
 Notary Public



Owner:

CEDAR CREEK DEVELOPMENT COMPANY, LLC

Please provide Mailing Address:

9101 W. 110<sup>TH</sup> TER SUITE 200  
 OVERLAND PARK, KS 66210

Description of property owned within improvement district:

Parcel Tax ID	Square Footage of Parcel in the Improvement District	Estimated Assessment
DF231317-1003	2,600,629.76	\$2,627,085.97
DF231317-3011	2,208,283.13	\$2,230,748.00
DP76050000 0025	13,484.73	\$13,621.91

Date: Jan. 10, 2020

Signature: 

Time: 10:47 AM

Print Name: John M. Duggan

\*\*\*\*\*



# ATTACHMENT B

**Owner:**

30<sup>TH</sup> PLAT OF CEDAR CREEK LLC

**Please provide Mailing Address:**

9101 W. 110<sup>TH</sup> TER SUITE 200  
OVERLAND PARK, KS 66210

**Description of property owned within improvement district:**

Parcel Tax ID	Square Footage of Parcel in the Improvement District	Estimated Assessment
DF231317-1013	541,458.10	\$546,966.35
DP44680000 0T0A	26,551.66	\$26,821.77
DP44680000 0001	2,127.40	\$2,149.04
DP44680000 0011	8,718.32	\$8,807.01
DP44680000 0012	10,412.72	\$10,518.65
DP44680000 0014	9,834.45	\$9,934.50
DP44680000 0015	13,450.48	\$13,587.31
DP44680000 0016	11,828.03	\$11,948.36
DP44680000 0017	14,982.29	\$15,134.70
DP44680000 0018	20,440.94	\$20,648.89
DP44680000 0019	11,997.76	\$12,119.81
DP44680000 0023	12,118.01	\$12,241.29
DP44680000 0024	10,332.44	\$10,437.55

Date: Jan. 10, 2020

Signature: 

Time: 10:47 am

Print Name: John M. Duggan

\*\*\*\*\*



# ATTACHMENT B

**Owner:**

CCV (Tract 7 Commercial), LLC

**Please provide Mailing Address:**

9101 W. 110<sup>TH</sup> TER SUITE 200  
OVERLAND PARK, KS 66210

**Description of property owned within improvement district:**

Parcel Tax ID	Square Footage of Parcel in the Improvement District	Estimated Assessment
DF231317-3012	399,301.05	\$403,363.14

Date: Jan. 10, 2020

Signature: 

Time: 10:47 am

Print Name: John M. Duggan

\*\*\*\*\*

**Owner:**

CCV (Tract 7 North Remainder), LLC

**Please provide Mailing Address:**

9101 W. 110<sup>TH</sup> TER SUITE 200  
OVERLAND PARK, KS 66210

**Description of property owned within improvement district:**

Parcel Tax ID	Square Footage of Parcel in the Improvement District	Estimated Assessment
DF231317-1004	613,618.07	\$619,860.41

Date: Jan. 10, 2020

Signature: 

Time: 10:47 am

Print Name: John M. Duggan

\*\*\*\*\*



# ATTACHMENT B

**Owner:**

CCV (Tract 7 South Remainder), LLC

**Please provide Mailing Address:**

9101 W. 110<sup>TH</sup> TER SUITE 200  
OVERLAND PARK, KS 66210

**Description of property owned within improvement district:**

Parcel Tax ID	Square Footage of Parcel in the Improvement District	Estimated Assessment
DF231317-3013	1,454,893.72	\$1,469,694.35

Date: Jan. 10, 2020

Signature: 

Time: 10:47 AM

Print Name: John M. Duggan

\*\*\*\*\*

**Owner:**

Valley Ridge, LLC

**Please provide Mailing Address:**

9101 W. 110<sup>TH</sup> TER SUITE 200  
OVERLAND PARK, KS 66210

**Description of property owned within improvement district:**

Parcel Tax ID	Square Footage of Parcel in the Improvement District	Estimated Assessment
DP76050000 0033	13,005.61	\$13,137.92
DP76050000 0061	18,963.13	\$19,156.04
DP76050000 0060	15,801.79	\$15,962.54
DP76050000 0059	13,611.23	\$13,749.70
DP76050000 0062	20,656.64	\$20,866.78
DP76050000 0063	18,852.34	\$19,044.12
DP76050000 0064	16,735.93	\$16,906.18
DP76050000 0065	14,707.54	\$14,857.16
DP76050000 0099	12,296.08	\$12,421.17
DP76050000 0098	10,724.50	\$10,833.60
DP76050000 0097	13,859.89	\$14,000.89
DP76050000 0096	11,763.90	\$11,883.57
DP76050000 0095	13,007.74	\$13,140.07
DP76050000 0094	13,851.50	\$13,992.41



## ATTACHMENT B

DP76050000 0093	14,765.02	\$14,915.22
DP76050000 0092	14,766.35	\$14,916.57
DP76050000 0091	18,300.76	\$18,486.93
DP76050000 0090	12,946.01	\$13,077.71
DP76050000 0089	13,018.98	\$13,151.42
DP76050000 0088	16,013.17	\$16,176.07
DP76050000 0086	14,126.62	\$14,270.33
DP76050000 0082	14,626.45	\$14,775.24
DP76050000 0081	15,014.52	\$15,167.26
DP76050000 0066	14,506.71	\$14,654.29
DP76050000 0067	14,609.17	\$14,757.79
DP76050000 0072	16,578.02	\$16,746.67
DP76050000 0071	12,781.65	\$12,911.68
DP76050000 0070	12,994.88	\$13,127.08
DP76050000 0069	12,212.05	\$12,336.28
DP76050000 0068	13,434.30	\$13,570.97
DP76050000 0080	11,221.54	\$11,335.70
DP76050000 0083	12,552.69	\$12,680.39
DP76050000 0087	19,319.96	\$19,516.50
DP76050000 0085	16,360.40	\$16,526.83
DP76050000 0084	17,106.40	\$17,280.42
DP76050000 0079	10,398.71	\$10,504.50
DP76050000 0078	18,501.58	\$18,689.80
DP76050000 0077	16,399.98	\$16,566.82
DP76050000 0076	13,100.45	\$13,233.72
DP76050000 0075	12,874.57	\$13,005.54
DP76050000 0074	13,636.96	\$13,775.69
DP76050000 0073	364.09	\$367.79
DP76050000 0T0G	379.60	\$383.46
DP76050000 0T0F2	112,461.20	\$113,605.27

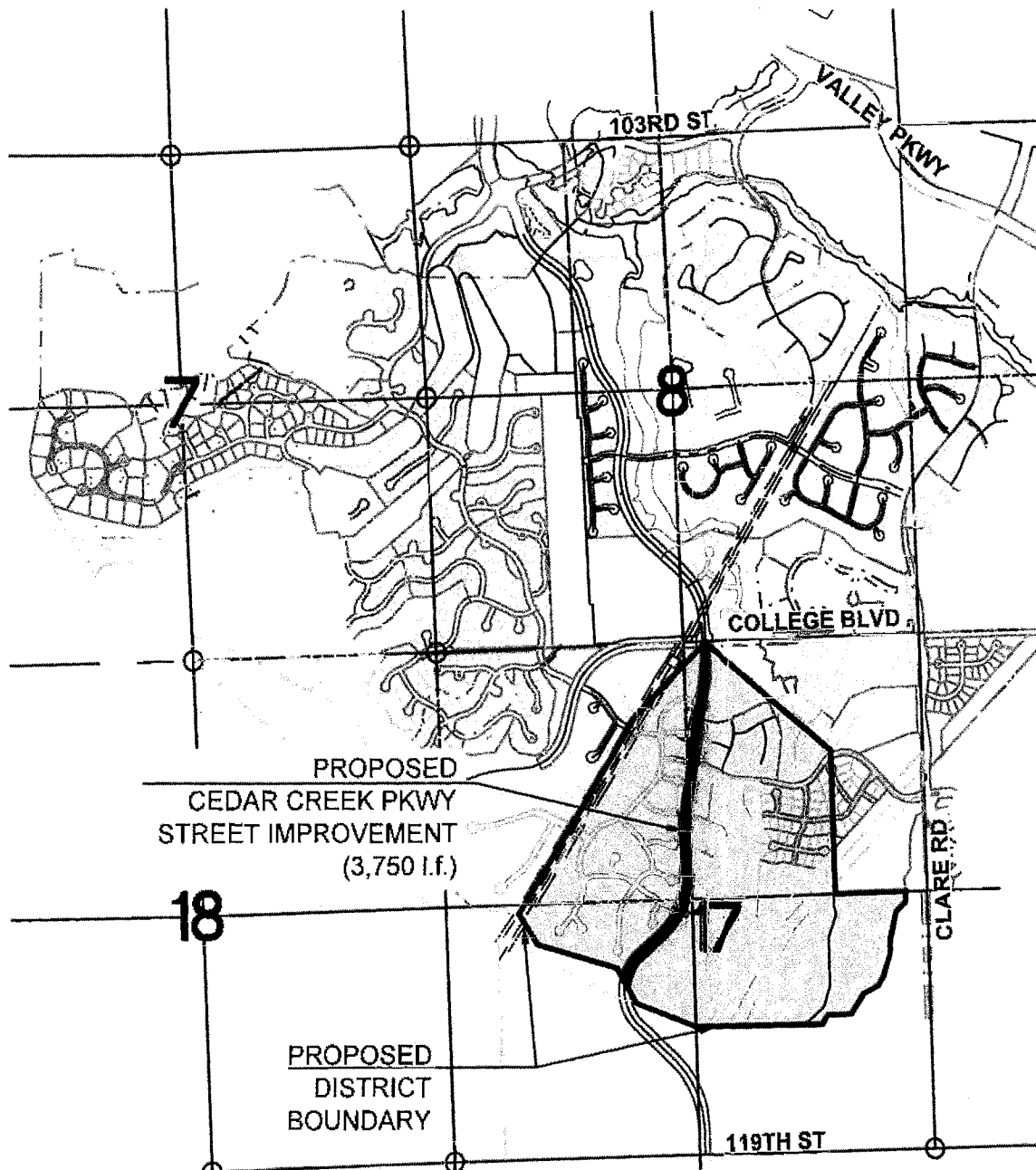
Date: Jan. 10, 2020Signature: Time: 10:47 AMPrint Name: John M. Duggan

\*\*\*\*\*



# EXHIBIT "A"

## CEDAR CREEK PARKWAY SOUTH



DRAWN BY: JWT  
 CHECKED BY: DR  
 DATE: 11-22-2019  
 PROJECT NO: 17-046  
 SCALE: Not to Scale  
 SHEET 1 OF 1



**SCHLAGEL & ASSOCIATES, P.A.**

Engineers • Planners • Surveyors • Landscape Architects

14920 West 107th Street • Lenexa, Kansas 66215

www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400

Kansas State Certificates of Authority

#E-296 #LA-29 #LS-54

CC PKWY BENEFIT DISTRICT EXHIBIT



EXHIBIT "B"

DESCRIPTION

Part of Section 17, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of Said Section 17; thence North 87 degrees 45 minutes 51 seconds East, along the North line of the said Northeast One-Quarter, a distance of 240.00 feet to the Point of Beginning; thence South 51 degrees 47 minutes 58 seconds East, a distance of 1806.95 feet; thence South 01 degrees 51 minutes 59 seconds East, a distance of 1484.07 feet to a point on the South line of the said Northeast One-Quarter; thence North 87 degrees 42 minutes 53 seconds East, along the South line of the said Northeast One-Quarter a distance of 785.45 feet to a corner point on the West line of Lot 3, CLAREVIEW, a subdivision of land in the said City of Olathe; thence along the West line of said CLAREVIEW for the following ten courses, South 02 degrees 51 minutes 00 seconds West, a distance of 114.32 feet; thence South 47 degrees 51 minutes 00 seconds West, a distance of 140.00 feet; thence South 12 degrees 51 minutes 00 seconds West, a distance of 280.00 feet; thence South 02 degrees 51 minutes 00 seconds West, a distance of 170.00 feet; thence South 17 degrees 51 minutes 00 seconds West, a distance of 230.00 feet; thence South 27 degrees 51 minutes 00 seconds West, a distance of 120.00 feet; thence South 62 degrees 51 minutes 00 seconds West, a distance of 190.00 feet; thence South 32 degrees 51 minutes 00 seconds West, a distance of 250.00 feet; thence South 87 degrees 51 minutes 00 seconds West, a distance of 260.00 feet; thence South 32 degrees 51 minutes 00 seconds West, a distance of 97.66 feet to a point on the South line of the North One-Half of the Southeast One-Quarter of Said Section 17; thence South 87 degrees 51 minutes 00 seconds West, along the South line of the said North One-Half a distance of 1449.82 feet to the Southwest corner of the said North One-Half; thence North 69 degrees 11 minutes 50 seconds West, a distance of 680.62 feet; thence North 29 degrees 40 minutes 15 seconds West, a distance of 418.87 feet; thence North 74 degrees 01 minutes 20 seconds West, a distance of 885.90 feet; thence North 32 degrees 11 minutes 27 seconds West, a distance of 376.12 feet; thence North 31 degrees 28 minutes 54 seconds East, a distance of 2407.77 feet; thence North 44 degrees 39 minutes 53 seconds East, a distance of 1078.49 feet to the Point of Beginning. Except that part taken or used for road right of way.







Platted Areas in Proposed Benefit District: YES (☒) NO (☐)  
 Valley Ridge 1st, 2nd and 3rd Plat, Meadows of Valley Ridge 1st Plat

Plats Pending in Proposed Benefit District: YES (☒) NO (☐)  
 Meadows of Valley Ridge 3rd Plat

Number of Tracts, Parcels or Lots in District: 114

Number of Tracts, Parcels or Lots Signed: \_\_\_\_\_

Total Sq. Ft. in District Excluding Public R.O.W.: 9,300,495

Right of Way or Easements Required: YES (☒) NO (☐)

Right of Way or Easements Dedicated: YES (☒) NO (☐)

Proposed Method of Assessment:

Square Footage: (Cost per S.F.) \$1.01

Estimated Cost of Public Improvement: \$5,650,917.50

Estimated Engineering Design Time: \_\_\_\_\_ Years 25 Months

Estimated Date to Begin Construction: September 1st, 2020

Estimated Completion Date: September 1st, 2022





## SCHLAGEL ASSOCIATES, P.A.

Engineers, Planners, Surveyors, Landscape Architects

**CEDAR CREEK PARKWAY**  
 (from College Boulevard South 3750 l.f.)  
**ENGINEER'S OPINION OF PROBABLE COST**

November 25, 2019

	ITEM	UNITS	APPROX. QTY	UNIT PRICE DOLLARS	EXTENSION DOLLARS
	<b>SITE WORK</b>				
1	Clearing and Grubbing	L.S.	1	\$ 50,000.00	\$ 50,000.00
2	Grading	L.S.	1	\$ 1,075,000.00	\$ 1,075,000.00
3	6" AB-3	S.Y.	24800	\$ 9.00	\$ 224,100.00
4	Remove Existing Pavement	S.Y.	2456	\$ 8.00	\$ 19,648.00
5	Remove Existing CMP	L.F.	30	\$ 20.00	\$ 600.00
6	4" Gravel Drive Replacement	S.Y.	2528	\$ 3.00	\$ 7,584.00
7	Aggregate Shoulder Resurfacing (8" Compacted AB-3)	S.Y.	742	\$ 13.00	\$ 9,646.00
8	Stacked Stone Retaining Wall	F.F.	2300	\$ 55.00	\$ 126,500.00
9	Split Face Rock Wall	F.F.	3100	\$ 50.00	\$ 155,000.00
<b>SUBTOTAL:</b>					<b>\$ 1,668,078.00</b>
	<b>WATER MAIN WORK</b>				
10	Install 8" DIP	L.F.	176	\$ 74.00	\$ 13,024.00
11	Install 8" Restrained Joint DIP	L.F.	184	\$ 77.00	\$ 14,168.00
12	Install 12" DIP	L.F.	3560	\$ 89.00	\$ 316,840.00
13	Install 12" Restrained Joint DIP	L.F.	222	\$ 96.00	\$ 21,312.00
14	Rock Excavation	S.Y.	525	\$ 75.00	\$ 39,375.00
15	Install Air Release Valve	EA.	1	\$ 3,500.00	\$ 3,500.00
16	Install 8" Gate Valve	EA.	6	\$ 2,000.00	\$ 12,000.00
17	Install 12" Gate Valve	EA.	7	\$ 3,000.00	\$ 21,000.00
18	Install Fire Hydrant Assembly	EA.	8	\$ 5,500.00	\$ 44,000.00
<b>SUBTOTAL:</b>					<b>\$ 485,219.00</b>



# ATTACHMENT B



## SCHLAGEL ASSOCIATES, P.A.

Engineers, Planners, Surveyors, Landscape Architects

	ITEM	UNITS	APPROX.	UNIT PRICE	EXTENSION
			QTY	DOLLARS	DOLLARS
	<b>ASPHALT WORK</b>				
19	Install 2" Superpave Asphaltic Concrete	S.Y.	21900	\$ 10.50	\$ 229,950.00
20	Install 10" BM-2B Asphaltic Concrete Base	S.Y.	24400	\$ 35.00	\$ 854,000.00
21	Install 10' Concrete Sidepath	L.F.	3445	\$ 40.00	\$ 137,800.00
	<b>SUBTOTAL:</b>			\$	1,221,750.00
	<b>CONCRETE WORK</b>				
22	Install 5' Concrete Sidewalk	L.F.	3550	\$ 25.00	\$ 88,750.00
23	Install ADA Handicap Sidewalk Ramps	EA.	17	\$ 1,500.00	\$ 25,500.00
24	Install Type B Concrete Curb & Gutter	L.F.	6069	\$ 17.00	\$ 103,173.00
25	Install Type E Concrete Curb & Gutter	L.F.	3343	\$ 17.50	\$ 58,502.50
	<b>SUBTOTAL:</b>			\$	275,925.50
	<b>STORM DRAINAGE WORK</b>				
26	Install 6'x4' Curb Inlet	EA.	38	\$ 4,000.00	\$ 152,000.00
27	Install 6'x5' Curb Inlet	EA.	5	\$ 4,100.00	\$ 20,500.00
28	Install 6'x6' Curb Inlet	EA.	1	\$ 4,300.00	\$ 4,300.00
29	Install 4'x4' Area Inlet	EA.	1	\$ 3,300.00	\$ 3,300.00
30	Install 5'x5' Area Inlet	EA.	2	\$ 3,500.00	\$ 7,000.00
31	Install 7'x4' Storm Sewer Junction Box	EA.	1	\$ 4,000.00	\$ 4,000.00
32	Install 6" Underdrain	L.F.	3112	\$ 25.00	\$ 77,800.00
33	Install 24" CMP End Section w/Toe Wall	EA.	2	\$ 1,200.00	\$ 2,400.00
34	Install 24" CMP (16 GA., 2-2/3 x 1/2)	L.F.	49	\$ 40.00	\$ 1,960.00
35	Install 48" RCP	L.F.	125	\$ 150.00	\$ 18,750.00
36	Install 36" RCP	L.F.	445	\$ 125.00	\$ 55,625.00
37	Install 24" RCP	L.F.	849	\$ 100.00	\$ 84,900.00
38	Install 18" RCP	L.F.	1700	\$ 80.00	\$ 136,000.00
39	Install 15" RCP	L.F.	641	\$ 70.00	\$ 44,870.00
40	Install 48" RCP End Section w/Toe Wall	EA.	1	\$ 2,500.00	\$ 2,500.00
41	Install 30" RCP End Section w/Toe Wall	EA.	1	\$ 2,500.00	\$ 2,500.00
42	Install 24" RCP End Section w/Toe Wall	EA.	1	\$ 1,500.00	\$ 1,500.00
43	Install 15" Pre-Cast Plug	EA.	2	\$ 500.00	\$ 1,000.00
44	Stone Rip Rap Apron	S.Y.	35	\$ 75.00	\$ 2,625.00



# ATTACHMENT B



## SCHLAGEL ASSOCIATES, P.A.

Engineers, Planners, Surveyors, Landscape Architects

45	Stone Rip Rap Energy Dissipation Basin	EA.	1	\$ 5,000.00	\$ 5,000.00
46	Install Permanent Turf Reinforcement Matting	S.Y.	555	\$ 20.00	\$ 11,100.00
SUBTOTAL:					\$ 639,630.00
ITEM		UNITS	APPROX.	UNIT PRICE	AMOUNT
			QUANTITY	DOLLARS	DOLLARS
<b>TRAFFIC WORK &amp; PAVEMENT MARKING</b>					
47	6" Solid White Thermoplastic Lane Line	L.F.	775	\$ 2.75	\$ 2,131.25
48	4" Solid White Thermoplastic Edge Line	L.F.	1864	\$ 2.00	\$ 3,728.00
49	4" Broken White Thermoplastic Lane Line	L.F.	341	\$ 2.00	\$ 682.00
50	4" Dotted White Thermoplastic Lane Extension Line	L.F.	132	\$ 2.00	\$ 264.00
51	4" Solid Yellow Thermoplastic Double Line	L.F.	2712	\$ 2.00	\$ 5,424.00
52	4" Solid White Thermoplastic Double Line	L.F.	560	\$ 2.00	\$ 1,120.00
53	6" Solid White Thermoplastic X-Walk Line	L.F.	221	\$ 2.75	\$ 607.75
54	12" Solid White Thermoplastic Chevron Line	L.F.	274	\$ 5.50	\$ 1,507.00
55	12" Solid Yellow Thermoplastic Diagonal Line	L.F.	200	\$ 5.50	\$ 1,100.00
56	24" Solid White Thermoplastic Stop Line	L.F.	43	\$ 11.00	\$ 473.00
57	Pre-Formed Thermoplastic Turn Arrow	EA.	20	\$ 400.00	\$ 8,000.00
58	Permanent Street & Bike Trail Signing	EA.	53	\$ 300.00	\$ 15,900.00
SUBTOTAL:					\$ 40,937.00
<b>STREET LIGHTING WORK</b>					
59	40' Aluminum Pole (OP 401 with 8' Arm)	EA.	31	\$ 3,000.00	\$ 93,000.00
60	Type 1 Screw in Foundation	EA.	31	\$ 450.00	\$ 13,950.00
61	Cobra Head Luminaire 400 Watt H.P.S.	EA.	31	\$ 400.00	\$ 12,400.00
62	Type II Junction Box	EA.	1	\$ 500.00	\$ 500.00
63	Control Center - Pad Mounted	EA.	1	\$ 3,500.00	\$ 3,500.00
64	Control Center Foundation	EA.	1	\$ 750.00	\$ 750.00
65	Photo Cell (Delay Type)	EA.	1	\$ 300.00	\$ 300.00
66	2" HDPE Conduit	L.F.	4889	\$ 7.00	\$ 34,223.00
67	2" HDPE Conduit Under Street	L.F.	523	\$ 7.00	\$ 3,661.00
68	3-1c No. 4 Type Use Distribution Cable	L.F.	5412	\$ 4.00	\$ 21,648.00
69	1c No. 10 Type THNN Pole & Bracket Cable	L.F.	3162	\$ 3.00	\$ 9,486.00
SUBTOTAL:					\$ 193,418.00



# ATTACHMENT B



SCHLAGEL ASSOCIATES, P.A.

Engineers, Planners, Surveyors, Landscape Architects

	ITEM	UNITS	APPROX.	UNIT PRICE	AMOUNT
			QUANTITY	DOLLARS	DOLLARS
	<b>LANDSCAPING WORK</b>				
71	Acer Grisseum	EA.	9	\$ 450.00	\$ 4,050.00
72	Acer Platanoides 'Emerald Queen'	EA.	61	\$ 450.00	\$ 27,450.00
73	Acer Saccharum 'Fall Fiesta'	EA.	39	\$ 450.00	\$ 17,550.00
74	Koelreuteria Paniculata	EA.	29	\$ 450.00	\$ 13,050.00
75	Platanus X Acerifolia 'Bloodgood'	EA.	26	\$ 450.00	\$ 11,700.00
76	Quercus Rubra	EA.	25	\$ 450.00	\$ 11,250.00
77	Cercia Canadensis	EA.	44	\$ 300.00	\$ 13,200.00
78	Cornus Kousa	EA.	13	\$ 300.00	\$ 3,900.00
79	Malus Sp. 'Spring Snow'	EA.	36	\$ 300.00	\$ 10,800.00
80	Juniperus Virginiana	EA.	68	\$ 425.00	\$ 28,900.00
81	Juniperus Virginiana 'Canaertii'	EA.	108	\$ 425.00	\$ 45,900.00
82	Picea Pungens	EA.	86	\$ 425.00	\$ 36,550.00
83	Pinus Nigra	EA.	56	\$ 425.00	\$ 23,800.00
84	Berberis Thunbergii 'Autropurpurea Nana'	EA.	69	\$ 65.00	\$ 4,485.00
85	Juniperus Sabina 'Buffalo'	EA.	81	\$ 65.00	\$ 5,265.00
86	Juniperus Chinensis 'Old Gold'	EA.	30	\$ 65.00	\$ 1,950.00
87	Juniperus Chinensis 'Sea Green'	EA.	51	\$ 65.00	\$ 3,315.00
88	Juniperus Horizontalis 'Hughes'	EA.	283	\$ 65.00	\$ 18,395.00
89	Juniperus Horizontalis 'Wiltonii'	EA.	164	\$ 65.00	\$ 10,660.00
90	Physocarpus Opulifolius 'Diabolo'	EA.	82	\$ 65.00	\$ 5,330.00
91	Spiraea X Bumalda 'Gold Flame'	EA.	10	\$ 65.00	\$ 650.00
92	Spiraea Nipponica 'Snowmound'	EA.	74	\$ 65.00	\$ 4,810.00
93	Calamagrostis X Acutifolia 'Karl Foerster'	EA.	1417	\$ 50.00	\$ 70,850.00
94	Miscanthus Sinensis 'Gracillimus'	EA.	30	\$ 50.00	\$ 1,500.00
95	Panicum Virgatum 'Haense Herms'	EA.	62	\$ 50.00	\$ 3,100.00
96	Echinacea Purpurea	EA.	280	\$ 25.00	\$ 7,000.00
97	Hemerocallis Sp. 'Stella D'Oro'	EA.	925	\$ 25.00	\$ 23,125.00
98	Liriope Muscari 'Tidwells Big Blue'	EA.	841	\$ 25.00	\$ 21,025.00
99	Rudbeckia Fulgida	EA.	1091	\$ 25.00	\$ 27,275.00
100	Buffalo Sod	S.Y.	13800	\$ 8.00	\$ 110,400.00



# ATTACHMENT B



## SCHLAGEL ASSOCIATES, P.A.

Engineers, Planners, Surveyors, Landscape Architects

101	Fescue Sod	S.Y.	9440	\$ 5.25	\$ 49,560.00
102	Little Bluestem/Sideoats Grama Seeding	AC.	0.50	\$ 3,500.00	\$ 1,750.00
103	Turf Type Tall Fescue Seeding	AC.	5.50	\$ 3,500.00	\$ 19,250.00
104	Poly Edging	L.F.	4050	\$ 2.50	\$ 10,125.00
105	Limestone Boulder Placement (12" to 36")	L.S.	1	\$ 5,000.00	\$ 5,000.00
106	Install Temporary Erosion Control Blanket	S.Y.	7458	\$ 5.00	\$ 37,290.00
<b>SUBTOTAL:</b>					\$ 690,210.00
<b>MISC. WORK</b>					
107	Erosion Control and SWPPP Compliance	L.S.	1	\$ 75,000.00	\$ 75,000.00
108	Install Monument Box	EA.	1	\$ 750.00	\$ 750.00
109	Temporary Traffic Control	L.S.	1	\$ 10,000.00	\$ 10,000.00
*** Misc Utility Relocation (KCPL overhead)		L.S.	1	\$ 350,000.00	\$ 350,000.00
<b>SUBTOTAL:</b>					\$ 435,750.00
<b>TOTAL:</b>					\$ 5,650,917.50

### Disclaimers:

- 1 Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the Engineer's Opinion of Probable Cost and schedule prepared by Engineer.
- 2 The Engineer's Opinion of Probable Cost is based upon reasonable assumptions from a conceptual plan.
- 3 The format of this document may not be the same as the final format used to obtain competitive bids.
- 4 Any use of this document other than for preliminary cost analysis is not recommended.



ESTIMATED OR PROBABLE COST SHEETProject Name Cedar Creek Parkway South of College Project Number 3-B-027-19Prepared By: Schlagel & Associates, P.A. Date: mm/dd/yyyy 01/01/2020

(A) Estimated Construction Time: Years 2 Months \_\_\_\_\_

(B) # of Parcels 114 (C) # of Signs 2

(D) Engineer Petition Preparation Fee \$ 18,000.00

(E) Appraisal Costs \$ 2,000.00

(F) Other: \_\_\_\_\_ \$ 0.00

(G) Estimated or Probable Construction Cost \$ 5,650,917.50

(H) Land Acquisition Costs (Attach Itemized List Each Tract) \$ 0.00

(I) Utility Mitigation (Attach Itemized List & Cost) \$ 0.00

**Fill in information above (A - I).****The numbers below are automatically calculated.**

(J)	Reserve for Construction Timing	\$ <u>1,000,000.00</u>
(K)	<b>SUBTOTAL OF CONSTRUCTION COST: [(G) + (J)]</b>	\$ <u>6,650,917.50</u>
(L)	<b>CONSTRUCTION TOTAL COST: [(K) + (H) + (I)]</b>	\$ <u>6,650,917.50</u>
(M)	Interim Financing	\$ <u>400,000.00</u>
(N)	Temporary Note Issuance Cost [.5% x (L) of Total-Min. \$250]	\$ <u>33,254.59</u>
(O)	Engineering	\$ <u>750,000.00</u>
(P)	Engineer Petition Preparation Fee [from line (D) above]	\$ <u>18,000.00</u>
(Q)	Inspection	\$ <u>350,000.00</u>
(R)	Legal Notice Set at \$200.00)	\$ <u>200.00</u>
(S)	Sign Costs [\$500.00 per Sign (C)]	\$ <u>1,000.00</u>
(T)	Certificates of Title [\$20.00 per Parcel(B)]	\$ <u>2,280.00</u>
(U)	Tax Roll Certification [\$5.00 per Parcel(B)]	\$ <u>570.00</u>
(V)	Project Management Cost	\$ <u>350,000.00</u>
(W)	Appraisal Costs [from line (E) above]	\$ <u>2,000.00</u>
(X)	Bond Issuance Cost [1.75% x (L) Construction Total Cost]	\$ <u>116,391.06</u>
(Y)	Reserve for Contingency	\$ <u>716,495.80</u>
(Z)	Other: [from line (F) above]	\$ <u>0.00</u>
(AA)	<b>PROJECT SUBTOTAL COST [Sum of lines (L) through (Z)]</b>	\$ <u>9,391,108.94</u>
	(BB) City Petition Fee (Set at \$4000)	\$ <u>4,000.00</u>
	(CC) Indirect Costs	\$ <u>0.00</u>
(DD)	City Petition Fee plus Indirect Costs (BB+CC)	\$ <u>4,000.00</u>
(EE)	<b>PROJECT TOTAL ESTIMATED OR PROBABLE COSTS (AA + DD)</b>	\$ <u>9,395,108.94</u>



# ATTACHMENT B

Apportionment Sheet.xls

Tract	Owner 1	Owner 2	Address	City	State	Zip	Parcel	Est. Assessment	Total Parcel SF	SF in Ben District	Total Sq. Ft.	Project Cost	Cost/Sq. Ft.
1	Cedar Creek Development Co., LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF231317-1003	\$2,627,085.97	4,563,153.66	2,600,629.76	9,300,495.00	\$9,395,108.94	1.0101730
2	Cedar Creek Development Co., LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF231317-3011	\$2,290,748.00	2,891,389.90	2,208,283.13	9,300,495.00	\$9,395,108.94	1.0101730
3	CCV Tract 7 North Remainder LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF231317-3004	\$619,860.41	1,151,436.02	613,618.07	9,300,495.00	\$9,395,108.94	1.0101730
4	CCV Tract 7 Commercial LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF231317-3012	\$403,363.14	614,693.16	399,901.05	9,300,495.00	\$9,395,108.94	1.0101730
5	CCV Tract 7 South Remainder LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF231317-3013	\$1,469,694.35	1,454,893.72	1,454,893.72	9,300,495.00	\$9,395,108.94	1.0101730
6	30th Plat of Cedar Creek LLC		9101 W. 110th Ter suite 200	Olathe	KS	66061	DF231317-1018	\$546,966.35	541,458.10	541,458.10	9,300,495.00	\$9,395,108.94	1.0101730
7	Magistro, Bryan J	Magistro, Mandy A	11351 S. Houston St	Olathe	KS	66061	DF76050000 00018	\$1,875.11	22,300.27	1,854.25	9,300,495.00	\$9,395,108.94	1.0101730
8	Calder, Nareem		2678 W Surrency St	Olathe	KS	66061	DF76160000 0019	\$20,022.21	19,820.58	19,820.58	9,300,495.00	\$9,395,108.94	1.0101730
9	Mimikratke, Thaweng		11354 S Houston St	Olathe	KS	66061	DF76050000 00020	\$10,428.54	12,018.31	10,313.52	9,300,495.00	\$9,395,108.94	1.0101730
10	Niehues, Dustin	Niehues, Kimberly	11366 S Houston St	Olathe	KS	66061	DF76050000 00021	\$8,107.51	14,075.17	8,025.86	9,300,495.00	\$9,395,108.94	1.0101730
11	Wolfe, Justin	Wolfe, Holly	11378 S Houston St	Olathe	KS	66061	DF76050000 00022	\$483.89	11,591.03	479.02	9,300,495.00	\$9,395,108.94	1.0101730
12	Burns, Christopher J	Burns, Jessica E	25018 W 114th St	Olathe	KS	66061	DF76050000 00024	\$8,858.99	15,045.53	8,769.78	9,300,495.00	\$9,395,108.94	1.0101730
13	Gabriel Homes, Inc.		18622 W 165th St	Olathe	KS	66061	DF76050000 0004	\$7,042.71	12,470.14	6,971.79	9,300,495.00	\$9,395,108.94	1.0101730
14	Harper, Patrick Curran	Harper, Stacy Nicole	25016 W 114th Ct	Olathe	KS	66061	DF76050000 00055	\$10,436.46	16,327.16	10,331.36	9,300,495.00	\$9,395,108.94	1.0101730
15	Siddique, Zaheer		2617 W Mulberry St	Olathe	KS	66061	DF76050000 00029	\$15,942.25	15,781.70	15,781.70	9,300,495.00	\$9,395,108.94	1.0101730
16	Dailey, Cole W	Dailey, Alyssa J	11373 S Violet St	Olathe	KS	66061	DF76050000 00028	\$16,606.49	16,439.25	16,439.25	9,300,495.00	\$9,395,108.94	1.0101730
17	New Mark Homes KC		PO Box 120255	Parkville	MO	64152	DF76050000 00027	\$10,442.50	10,397.34	10,397.34	9,300,495.00	\$9,395,108.94	1.0101730
18	Cedar Creek Development Co., LLC		9101 W 110th St, Suite 200	Overland Park	KS	66210	DF76050000 00025	\$13,621.97	13,464.73	13,464.73	9,300,495.00	\$9,395,108.94	1.0101730
19	Gabriel Homes, Inc.		18622 W 165th Ter	Olathe	KS	66061	DF76050000 00018	\$12,608.22	12,481.26	12,481.26	9,300,495.00	\$9,395,108.94	1.0101730
20	Drees Properties LLC		40412 W 247th Rd	Wellsville	KS	66092	DF76050000 0003	\$11,087.89	10,936.42	10,936.42	9,300,495.00	\$9,395,108.94	1.0101730
21	Ivers, Benjamin James	Ivers, Danielle Rae	25048 W 114th Ct	Olathe	KS	66061	DF76050000 00056	\$13,903.34	13,763.32	13,763.32	9,300,495.00	\$9,395,108.94	1.0101730
22	Hutsell, Adam	Hutsell, Rachel	25049 W 114th Ct	Olathe	KS	66061	DF76050000 00054	\$14,496.71	14,350.72	14,350.72	9,300,495.00	\$9,395,108.94	1.0101730
23	Knight, Zachary	Knight, Kimberly A	25073 W 114th Ct	Olathe	KS	66061	DF76050000 00033A	\$11,634.15	11,516.99	11,516.99	9,300,495.00	\$9,395,108.94	1.0101730
24	Syengchanh, Khamoy	Syengchanh, Pang	25072 W 114th Ct	Olathe	KS	66061	DF76050000 00057	\$13,568.65	13,432.01	13,432.01	9,300,495.00	\$9,395,108.94	1.0101730
25	Drees Properties, LLC		40412 W 247th Rd	Wellsville	KS	66092	DF76050000 00002	\$11,508.44	11,392.54	11,392.54	9,300,495.00	\$9,395,108.94	1.0101730
26	Cobb, Dean	Cobb, Carol	25095 W 114th St	Olathe	KS	66061	DF76050000 00001	\$14,970.23	14,819.47	14,819.47	9,300,495.00	\$9,395,108.94	1.0101730
27	Wheeler Homes Inc		PO Box 24091	Overland Park	KS	66283	DF76050000 00058	\$14,075.67	13,933.87	13,933.87	9,300,495.00	\$9,395,108.94	1.0101730
28	Dalrymple, Tyler S	Dalrymple, Sheila M	7529 McCoy St	Shawnee	KS	66227	DF76050000 00031	\$12,605.91	12,479.55	12,479.55	9,300,495.00	\$9,395,108.94	1.0101730
29	Javed, Kishor	Javed, Gulshan	2620 W Surrency St	Olathe	KS	66061	DF76050000 00030	\$15,177.30	15,024.46	15,024.46	9,300,495.00	\$9,395,108.94	1.0101730
30	Gabriel Homes, Inc.		18622 W 165th Ter	Olathe	KS	66061	DF76050000 00031	\$10,431.32	10,326.27	10,326.27	9,300,495.00	\$9,395,108.94	1.0101730
31	Gabriel Homes, Inc.		18622 W 165th Ter	Olathe	KS	66061	DF76050000 00032	\$12,206.21	12,083.29	12,083.29	9,300,495.00	\$9,395,108.94	1.0101730
32	Gabriel Homes, Inc.		18622 W 165th Ter	Olathe	KS	66061	DF76050000 00043	\$12,459.24	12,333.77	12,333.77	9,300,495.00	\$9,395,108.94	1.0101730
33	Wu, Anh		25110 W 114th Ct	Olathe	KS	66061	DF76050000 00044	\$12,896.03	12,865.15	12,865.15	9,300,495.00	\$9,395,108.94	1.0101730
34	Smith, Richard L	Smith, Janet L	25111 W 114th Ct	Olathe	KS	66061	DF76050000 00051	\$12,605.92	12,479.56	12,479.56	9,300,495.00	\$9,395,108.94	1.0101730
35	Armstrong, Barton W	Armstrong, Misty	25143 W 114th Ct	Olathe	KS	66061	DF76050000 00050	\$12,804.23	12,675.28	12,675.28	9,300,495.00	\$9,395,108.94	1.0101730
36	Roeser Homes LLC		PO Box 24165	Overland Park	KS	66283	DF76050000 00045	\$11,243.33	11,130.10	11,130.10	9,300,495.00	\$9,395,108.94	1.0101730
37	Roeser Homes LLC		PO Box 24165	Overland Park	KS	66283	DF76050000 00042	\$10,505.70	10,399.90	10,399.90	9,300,495.00	\$9,395,108.94	1.0101730
38	Valley Ridge LLC		9101 W 110th St Suite 200	Overland Park	KS	66210	DF76050000 00033	\$13,137.92	13,005.61	13,005.61	9,300,495.00	\$9,395,108.94	1.0101730
39	Glasgow, Brian	Glasgow, Katherine	11383 S Red Bird St	Olathe	KS	66061	DF76050000 00034	\$11,684.59	11,547.12	11,547.12	9,300,495.00	\$9,395,108.94	1.0101730
40	Gabriel Homes, Inc.		18622 W 165th Ter	Olathe	KS	66061	DF76050000 00035	\$14,716.23	14,588.02	14,588.02	9,300,495.00	\$9,395,108.94	1.0101730
41	Knutson, Rodney W	Knutson, Sheila	11370 S Red Bird St	Olathe	KS	66061	DF76050000 00036	\$11,774.12	11,595.12	11,595.12	9,300,495.00	\$9,395,108.94	1.0101730
42	Roeser Homes LLC		PO Box 24165	Overland Park	KS	66283	DF76050000 00037	\$12,294.91	12,171.06	12,171.06	9,300,495.00	\$9,395,108.94	1.0101730
43	Drees Properties LLC		40412 W 247th Rd	Wellsville	KS	66092	DF76050000 00038	\$14,861.96	14,712.26	14,712.26	9,300,495.00	\$9,395,108.94	1.0101730
44	Lamb, Charlie		25235 W 114th St	Olathe	KS	66061	DF76050000 00039	\$11,499.04	11,383.24	11,383.24	9,300,495.00	\$9,395,108.94	1.0101730
45	Lamb Gerald	Lamb, Judith	25203 W 114th St	Olathe	KS	66061	DF76050000 00040	\$10,761.17	10,652.80	10,652.80	9,300,495.00	\$9,395,108.94	1.0101730
46	Henige, Anthony R	Henige, Lisa	25171 W 114th St	Olathe	KS	66061	DF76050000 00041	\$10,505.77	10,399.97	10,399.97	9,300,495.00	\$9,395,108.94	1.0101730
47	C&M Builders Inc		PO Box 1033	Raymore	MO	64083	DF76050000 00046	\$13,442.94	13,307.56	13,307.56	9,300,495.00	\$9,395,108.94	1.0101730
48	C&M Builders Inc		PO Box 1033	Raymore	MO	64083	DF76050000 00047	\$17,097.56	16,925.38	16,925.38	9,300,495.00	\$9,395,108.94	1.0101730
49	Krueger, Nicholas A	Krueger, Amy N	25219 W 114th Ct	Olathe	KS	66061	DF76050000 00048	\$15,776.32	15,617.44	15,617.44	9,300,495.00	\$9,395,108.94	1.0101730
50	O'Dell, Trey P	O'Dell, Shannen D	25173 W 114th Ct	Olathe	KS	66061	DF76050000 00049	\$14,801.59	14,652.53	14,652.53	9,300,495.00	\$9,395,108.94	1.0101730
51	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00051	\$19,156.04	18,963.13	18,963.13	9,300,495.00	\$9,395,108.94	1.0101730
52	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00060	\$15,962.54	15,801.79	15,801.79	9,300,495.00	\$9,395,108.94	1.0101730
53	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00069	\$13,749.70	13,611.23	13,611.23	9,300,495.00	\$9,395,108.94	1.0101730
54	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00062	\$20,866.78	20,656.64	20,656.64	9,300,495.00	\$9,395,108.94	1.0101730
55	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00063	\$19,044.12	18,852.34	18,852.34	9,300,495.00	\$9,395,108.94	1.0101730
56	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00064	\$16,908.18	16,735.93	16,735.93	9,300,495.00	\$9,395,108.94	1.0101730
57	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00065	\$14,857.16	14,707.54	14,707.54	9,300,495.00	\$9,395,108.94	1.0101730
58	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00099	\$12,421.17	12,296.08	12,296.08	9,300,495.00	\$9,395,108.94	1.0101730
59	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00098	\$10,893.80	10,724.50	10,724.50	9,300,495.00	\$9,395,108.94	1.0101730
60	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00097	\$14,000.89	13,858.86	13,858.86	9,300,495.00	\$9,395,108.94	1.0101730
61	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00096	\$11,983.57	11,763.90	11,763.90	9,300,495.00	\$9,395,108.94	1.0101730
62	Valley Ridge LLC		9101 W. 110th Ter suite 200	Overland Park	KS	66210	DF76050000 00095	\$13,140.07	13,007.74	13,007.74	9,300,495.00	\$9,395,108.94	1.0101730



## ATTACHMENT B

Apportionment Sheet.xls

63	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0084	\$13,992.41	13,851.50	13,851.50	9,300,495.00	\$9,395,108.94	1.0101730
64	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0093	\$14,915.21	14,765.02	14,765.02	9,300,495.00	\$9,395,108.94	1.0101730
65	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0092	\$14,916.57	14,766.35	14,766.35	9,300,495.00	\$9,395,108.94	1.0101730
66	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0091	\$18,486.93	18,300.76	18,300.76	9,300,495.00	\$9,395,108.94	1.0101730
67	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0090	\$13,077.71	12,946.01	12,946.01	9,300,495.00	\$9,395,108.94	1.0101730
68	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0089	\$13,151.42	13,018.98	13,018.98	9,300,495.00	\$9,395,108.94	1.0101730
69	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0088	\$16,176.07	16,013.17	16,013.17	9,300,495.00	\$9,395,108.94	1.0101730
70	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0086	\$14,270.33	14,126.62	14,126.62	9,300,495.00	\$9,395,108.94	1.0101730
71	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0082	\$14,775.24	14,626.43	14,626.43	9,300,495.00	\$9,395,108.94	1.0101730
72	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0081	\$15,167.26	15,014.57	15,014.57	9,300,495.00	\$9,395,108.94	1.0101730
73	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0056	\$14,654.25	14,506.71	14,506.71	9,300,495.00	\$9,395,108.94	1.0101730
74	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0067	\$14,757.79	14,609.17	14,609.17	9,300,495.00	\$9,395,108.94	1.0101730
75	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0072	\$16,746.67	16,578.02	16,578.02	9,300,495.00	\$9,395,108.94	1.0101730
76	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0071	\$12,911.68	12,781.65	12,781.65	9,300,495.00	\$9,395,108.94	1.0101730
77	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0070	\$13,127.08	12,994.88	12,994.88	9,300,495.00	\$9,395,108.94	1.0101730
78	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0069	\$12,336.28	12,212.05	12,212.05	9,300,495.00	\$9,395,108.94	1.0101730
79	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0068	\$13,570.57	13,434.30	13,434.30	9,300,495.00	\$9,395,108.94	1.0101730
80	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0080	\$11,335.70	11,221.54	11,221.54	9,300,495.00	\$9,395,108.94	1.0101730
81	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0083	\$12,680.39	12,557.69	12,557.69	9,300,495.00	\$9,395,108.94	1.0101730
82	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0087	\$19,516.56	19,319.96	19,319.96	9,300,495.00	\$9,395,108.94	1.0101730
83	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0085	\$16,526.81	16,360.40	16,360.40	9,300,495.00	\$9,395,108.94	1.0101730
84	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0084	\$17,280.42	17,106.40	17,106.40	9,300,495.00	\$9,395,108.94	1.0101730
85	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0079	\$10,504.59	10,398.71	10,398.71	9,300,495.00	\$9,395,108.94	1.0101730
86	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0078	\$18,689.86	18,501.58	18,501.58	9,300,495.00	\$9,395,108.94	1.0101730
87	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0077	\$16,566.82	16,399.98	16,399.98	9,300,495.00	\$9,395,108.94	1.0101730
88	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0076	\$13,233.72	13,100.45	13,100.45	9,300,495.00	\$9,395,108.94	1.0101730
89	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0075	\$13,005.54	12,874.57	12,874.57	9,300,495.00	\$9,395,108.94	1.0101730
90	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0074	\$13,775.69	13,636.96	13,636.96	9,300,495.00	\$9,395,108.94	1.0101730
91	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0073	\$367.79	364.09	364.09	9,300,495.00	\$9,395,108.94	1.0101730
92	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0706	\$383.46	379.60	379.60	9,300,495.00	\$9,395,108.94	1.0101730
93	Valley Ridge LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP76050000 0702	\$113,605.27	112,461.20	112,461.20	9,300,495.00	\$9,395,108.94	1.0101730
94	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0704	\$26,821.77	26,553.66	26,553.66	9,300,495.00	\$9,395,108.94	1.0101730
95	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0001	\$2,149.04	2,127.40	2,127.40	9,300,495.00	\$9,395,108.94	1.0101730
96	Gabriel Homes, Inc.	18622 W. 165th Ter	Olathe	KS	66062	DP44680000 0002	\$33.05	32.72	32.72	9,300,495.00	\$9,395,108.94	1.0101730
97	Hogan Homes, LLC	PO Box 3228	Olathe	KS	66063	DP44680000 0010	\$1,658.27	1,641.57	1,641.57	9,300,495.00	\$9,395,108.94	1.0101730
98	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0011	\$8,807.01	8,718.32	8,718.32	9,300,495.00	\$9,395,108.94	1.0101730
99	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0012	\$10,518.05	10,412.72	10,412.72	9,300,495.00	\$9,395,108.94	1.0101730
100	Gabriel Homes, Inc.	18622 W. 165th Ter	Olathe	KS	66062	DP44680000 0013	\$11,569.26	11,452.75	11,452.75	9,300,495.00	\$9,395,108.94	1.0101730
101	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0014	\$9,934.50	9,834.45	9,834.45	9,300,495.00	\$9,395,108.94	1.0101730
102	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0015	\$13,587.33	13,450.48	13,450.48	9,300,495.00	\$9,395,108.94	1.0101730
103	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0016	\$11,948.36	11,828.03	11,828.03	9,300,495.00	\$9,395,108.94	1.0101730
104	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0017	\$15,134.70	14,982.23	14,982.23	9,300,495.00	\$9,395,108.94	1.0101730
105	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0018	\$20,648.89	20,440.94	20,440.94	9,300,495.00	\$9,395,108.94	1.0101730
106	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0019	\$12,119.81	11,997.76	11,997.76	9,300,495.00	\$9,395,108.94	1.0101730
107	Gabriel Homes, Inc.	18622 W. 165th Ter	Olathe	KS	66062	DP44680000 0020	\$9,187.75	9,095.22	9,095.22	9,300,495.00	\$9,395,108.94	1.0101730
108	Kessler Custom Homes Inc	635 Plum Creek Cir	Gardner	KS	66030	DP44680000 0021	\$11,227.59	11,114.52	11,114.52	9,300,495.00	\$9,395,108.94	1.0101730
109	Gabriel Homes, Inc.	635 Plum Creek Cir	Gardner	KS	66030	DP44680000 0022	\$13,672.43	13,534.74	13,534.74	9,300,495.00	\$9,395,108.94	1.0101730
110	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0023	\$12,241.29	12,118.01	12,118.01	9,300,495.00	\$9,395,108.94	1.0101730
111	30th Plat of Cedar Creek LLC	9101 W. 110th Ter suite 200	Overland Park	KS	66210	DP44680000 0024	\$10,437.55	10,332.44	10,332.44	9,300,495.00	\$9,395,108.94	1.0101730
112	Kessler Custom Homes Inc	635 Plum Creek Cir	Gardner	KS	66030	DP44680000 0025	\$11,588.07	11,471.37	11,471.37	9,300,495.00	\$9,395,108.94	1.0101730
113	Hogan Homes, LLC	PO Box 3228	Olathe	KS	66063	DP44680000 0026	\$12,251.82	12,128.44	12,128.44	9,300,495.00	\$9,395,108.94	1.0101730
114	Gabriel Homes, Inc.	18622 W. 165th Ter	Olathe	KS	66062	DP44680000 0027	\$21,454.33	21,238.22	21,238.22	9,300,495.00	\$9,395,108.94	1.0101730
TOTALS							\$9,395,108.94		9,300,495.00			



Tract	Parcel (Tax ID)	Owner 1	Owner 2	Owner Mailing Address	Owner Mailing City/State/Zip	Square Footage in Benefit District	Est. Total Assessment	Estimated Annual Assessment (assumes 4.25% interest rate)
1	DF231317-1003	CEDAR CREEK DEVELOPMENT COMPANY LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	2,600,629.76	\$ 2,651,693.77	\$ 199,459.97
2	DF231317-1004	CCV (TRACT 7 NORTH REMAINDER),LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	623,321.21	\$ 635,560.28	\$ 47,806.74
3	DF231317-3011	CEDAR CREEK DEVELOPMENT COMPANY LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	2,208,228.31	\$ 2,251,587.42	\$ 169,364.03
4	DF231317-3012	CCV (TRACT 7 COMMERCIAL), LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	405,604.67	\$ 413,568.82	\$ 31,108.58
5	DF231317-3013	CCV (TRACT 7 SOUTH REMAINDER),LLC		11040 OAKMONT ST	OVERLAND PARK, KS 66210	1,459,363.05	\$ 1,488,018.00	\$ 111,928.47
6	DP44680000 0001	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	2,135.05	\$ 2,176.98	\$ 163.75
7	DP44680000 0010	HOGAN HOMES LLC		PO BOX 3228	OLATHE, KS 66063	1,676.88	\$ 1,709.81	\$ 128.61
8	DP44680000 0011	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	8,716.91	\$ 8,888.07	\$ 668.56
9	DP44680000 0012	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	10,401.48	\$ 10,605.72	\$ 797.76
10	DP44680000 0013	GABRIEL HOMES INC		18622 W 165TH TER	OLATHE, KS 66062	11,478.60	\$ 11,703.99	\$ 880.37
11	DP44680000 0014	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	9,881.76	\$ 10,075.79	\$ 757.90
12	DP44680000 0015	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	13,449.95	\$ 13,714.05	\$ 1,031.57
13	DP44680000 0016	THOMAS, BRAD	THOMAS, MICHELLE	26125 W 73RD ST	SHAWNEE, KS 66227	11,828.02	\$ 12,060.26	\$ 907.17
14	DP44680000 0017	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,982.31	\$ 15,276.49	\$ 1,149.10
15	DP44680000 0018	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	20,440.95	\$ 20,842.31	\$ 1,567.76
16	DP44680000 0019	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	11,997.77	\$ 12,233.35	\$ 920.19
17	DP44680000 0020	GABRIEL HOMES INC		18622 W 165TH TER	OLATHE, KS 66062	9,095.22	\$ 9,273.81	\$ 697.57
18	DP44680000 0021	SHAY, STEPHEN J	SHAY, JOANNE	11247 S VIOLET ST	OLATHE, KS 66061	11,114.52	\$ 11,332.75	\$ 852.45
19	DP44680000 0022	GABRIEL HOMES INC		18622 W 165TH TER	OLATHE, KS 66062	13,511.17	\$ 13,776.47	\$ 1,036.26
20	DP44680000 0023	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,125.24	\$ 12,363.32	\$ 929.97
21	DP44680000 0024	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	10,328.82	\$ 10,531.63	\$ 792.19
22	DP44680000 0025	KESSLER CUSTOM HOMES INC		635 PLUM CREEK CIR	GARDNER, KS 66030	11,474.53	\$ 11,699.84	\$ 880.06
23	DP44680000 0026	HOGAN HOMES LLC		PO BOX 3228	OLATHE, KS 66063	12,119.84	\$ 12,357.81	\$ 929.55
24	DP44680000 0027	GABRIEL HOMES INC		18622 W 165TH TER	OLATHE, KS 66062	21,224.64	\$ 21,641.39	\$ 1,627.86
25	DP44680000 0071	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	17,294.50	\$ 17,634.08	\$ 1,326.43
26	DP44680000 0072	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,344.04	\$ 12,586.41	\$ 946.75
27	DP44680000 0073	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	11,502.29	\$ 11,728.14	\$ 882.19
28	DP44680000 0074	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	10,712.09	\$ 10,922.43	\$ 821.58
29	DP44680000 0075	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	11,834.50	\$ 12,066.88	\$ 907.67
30	DP44680000 0076	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,144.06	\$ 12,382.51	\$ 931.41
31	DP44680000 0077	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,947.04	\$ 15,240.53	\$ 1,146.39
32	DP44680000 0078	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	15,568.99	\$ 15,874.69	\$ 1,194.09
33	DP44680000 0079	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,039.76	\$ 12,276.16	\$ 923.41
34	DP44680000 0080	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	11,951.97	\$ 12,186.65	\$ 916.68
35	DP44680000 0081	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	11,859.47	\$ 12,092.33	\$ 909.58
36	DP44680000 0082	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,729.87	\$ 12,979.82	\$ 976.34
37	DP44680000 0083	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	18,799.96	\$ 19,169.10	\$ 1,441.90
38	DP44680000 0084	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,447.69	\$ 14,731.37	\$ 1,108.09
39	DP44680000 0085	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	10,723.00	\$ 10,933.55	\$ 822.42
40	DP44680000 0086	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	11,022.05	\$ 11,238.47	\$ 845.36
41	DP44680000 0087	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	11,321.09	\$ 11,543.38	\$ 868.29



Tract	Parcel (Tax ID)	Owner 1	Owner 2	Owner Mailing Address	Owner Mailing City/State/Zip	Square Footage in Benefit District	Est. Total Assessment	Estimated Annual Assessment (assumes 4.25% interest rate)
42	DP44680000 0088	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	15,235.49	\$ 15,534.65	\$ 1,168.51
43	DP44680000 0089	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	10,217.18	\$ 10,417.80	\$ 783.62
44	DP44680000 0090	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	10,481.63	\$ 10,687.44	\$ 803.91
45	DP44680000 0091	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	10,496.43	\$ 10,702.53	\$ 805.04
46	DP44680000 0092	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	10,762.17	\$ 10,973.49	\$ 825.42
47	DP44680000 0093	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	11,251.86	\$ 11,472.79	\$ 862.98
48	DP44680000 0094	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,999.25	\$ 15,293.77	\$ 1,150.39
49	DP44680000 0095	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	15,407.98	\$ 15,710.52	\$ 1,181.74
50	DP44680000 0096	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	18,108.02	\$ 18,463.58	\$ 1,388.83
51	DP44680000 0097	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	17,883.91	\$ 18,235.07	\$ 1,371.64
52	DP44680000 0098	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,372.51	\$ 14,654.72	\$ 1,102.33
53	DP44680000 0099	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,880.34	\$ 13,133.25	\$ 987.88
54	DP44680000 0100	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	21,188.66	\$ 21,604.71	\$ 1,625.10
55	DP44680000 0T0B	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	1,655.12	\$ 1,687.61	\$ 126.94
56	DP44680000 0T0I	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	379.64	\$ 387.10	\$ 29.12
57	DP44680000 0T0J	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	379.65	\$ 387.11	\$ 29.12
58	DP44680000 0T0K	30TH PLAT OF CEDAR CREEK LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	26,655.06	\$ 27,178.44	\$ 2,044.36
59	DP76050000 0001	COBB, DEAN	COBB, CAROL	25095 W 114TH ST	OLATHE, KS 66061	14,819.47	\$ 15,110.45	\$ 1,136.61
60	DP76050000 0002	DREES PROPERTIES LLC		40412 W 247TH RD	WELLSVILLE, KS 66092	11,392.55	\$ 11,616.25	\$ 873.77
61	DP76050000 0003	DREES PROPERTIES LLC		40412 W 247TH RD	WELLSVILLE, KS 66092	10,956.42	\$ 11,171.55	\$ 840.32
62	DP76050000 0004	GABRIEL HOMES INC		18622 W 165TH TER	OLATHE, KS 66062	6,986.37	\$ 7,123.55	\$ 535.83
63	DP76050000 0018	MAGISTRO, BRYAN J	MAGISTRO, MANDY A	11331 S HOUSTON ST	OLATHE, KS 66061	1,850.08	\$ 1,886.41	\$ 141.90
64	DP76050000 0020	MIMKRATOKE, THAENG	MIMKRATOKE, CHALAM	11354 S HOUSTON ST	OLATHE, KS 66061	10,337.41	\$ 10,540.38	\$ 792.85
65	DP76050000 0021	NIEHUES, DUSTIN	NIEHUES, KIMBERLY	11366 S HOUSTON ST	OLATHE, KS 66061	8,039.00	\$ 8,196.85	\$ 616.57
66	DP76050000 0022	WOLFE, JUSTIN	WOLFE, HOLLY	11378 S HOUSTON ST	OLATHE, KS 66061	484.73	\$ 494.25	\$ 37.18
67	DP76050000 0024	BURNS, CHRISTOPHER J	BURNS, JESSICA E	25018 W 114TH ST	OLATHE, KS 66061	8,785.74	\$ 8,958.25	\$ 673.84
68	DP76050000 0025	CEDAR CREEK DEVELOPMENT COMPANY LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	13,484.70	\$ 13,749.48	\$ 1,034.23
69	DP76050000 0026	GABRIEL HOMES INC		18622 W 165TH TER	OLATHE, KS 66062	12,481.26	\$ 12,726.34	\$ 957.27
70	DP76050000 0027	NEW MARK HOMES -KC		PO BOX 120255	PARKVILLE, MO 64152	10,337.33	\$ 10,540.30	\$ 792.84
71	DP76050000 0028	DAILEY, COLE W	DAILEY, ALYSSA J	11373 S VIOLET ST	OLATHE, KS 66061	16,439.26	\$ 16,762.05	\$ 1,260.84
72	DP76050000 0029	SIDDIQUE, ZAHEER		2617 W MULBERRY ST	OLATHE, KS 66061	15,781.69	\$ 16,091.57	\$ 1,210.41
73	DP76050000 0030	JAVED, KHALID	JAVED, GULSHAN	2620 W SURREY ST	OLATHE, KS 66061	15,024.46	\$ 15,319.46	\$ 1,152.33
74	DP76050000 0031	GABRIEL HOMES INC		18622 W 165TH TER	OLATHE, KS 66062	10,326.28	\$ 10,529.04	\$ 791.99
75	DP76050000 0032	GABRIEL HOMES INC		18622 W 165TH TER	OLATHE, KS 66062	12,083.30	\$ 12,320.56	\$ 926.75
76	DP76050000 0033	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	13,005.61	\$ 13,260.98	\$ 997.49
77	DP76050000 0034	GLASGOW, BRIAN	GLASGOW, KATHERINE	11383 S RED BIRD ST	OLATHE, KS 66061	11,547.13	\$ 11,773.86	\$ 885.63
78	DP76050000 0035	GABRIEL HOMES INC		18622 W 165TH TER	OLATHE, KS 66062	14,568.03	\$ 14,854.07	\$ 1,117.32
79	DP76050000 0036	KNUTSON, RODNEY W	KNUTSON, SHEILA	11370 S RED BIRD ST	OLATHE, KS 66061	17,595.10	\$ 17,940.58	\$ 1,349.49
80	DP76050000 0037	ROESER HOMES LLC		PO BOX 24165	OVERLAND PARK, KS 66283	12,171.11	\$ 12,410.09	\$ 933.49
81	DP76050000 0038	DREES PROPERTIES LLC		40412 W 247TH RD	WELLSVILLE, KS 66092	14,712.29	\$ 15,001.17	\$ 1,128.39
82	DP76050000 0039	LAMB, CHARLIE		25235 W 114TH ST	OLATHE, KS 66061	11,383.23	\$ 11,606.74	\$ 873.06



Tract	Parcel (Tax ID)	Owner 1	Owner 2	Owner Mailing Address	Owner Mailing City/State/Zip	Square Footage in Benefit District	Est. Total Assessment	Estimated Annual Assessment (assumes 4.25% interest rate)
83	DP76050000 0040	LAMB, GERALD	LAMB, JUDITH	25203 W 114TH ST	OLATHE, KS 66061	10,652.81	\$ 10,861.98	\$ 817.04
84	DP76050000 0041	HENIGE, ANTHONY R	HENIGE, LISA	25171 W 114TH ST	OLATHE, KS 66061	10,399.97	\$ 10,604.18	\$ 797.64
85	DP76050000 0042	MILLER, JEFFREY B	MILLER, ANDREA N	25139 W 114TH ST	OLATHE, KS 66061	10,399.92	\$ 10,604.12	\$ 797.64
86	DP76050000 0043	GABRIEL HOMES INC		18622 W 165TH TER	OLATHE, KS 66062	12,333.76	\$ 12,575.94	\$ 945.96
87	DP76050000 0044	VU, ANH		25110 W 114TH CT	OLATHE, KS 66061	12,865.15	\$ 13,117.76	\$ 986.72
88	DP76050000 0045	ROESER HOMES LLC		PO BOX 24165	OVERLAND PARK, KS 66283	11,130.08	\$ 11,348.63	\$ 853.64
89	DP76050000 0046	C & M BUILDERS INC		PO BOX 1033	RAYMORE, MO 64083	13,307.55	\$ 13,568.85	\$ 1,020.65
90	DP76050000 0047	SINGH, KULWANT	KAUR, INDERJIT	25218 W 114TH CT	OLATHE, KS 66061	16,925.38	\$ 17,257.71	\$ 1,298.12
91	DP76050000 0048	KRUEGER, NICHOLAS A	KRUEGER, AMY R	25219 W 114TH CT	OLATHE, KS 66061	15,617.44	\$ 15,924.10	\$ 1,197.81
92	DP76050000 0049	O'DELL, TREY P	O'DELL, SHANNEN D	25175 W 114TH CT	OLATHE, KS 66061	14,652.51	\$ 14,940.21	\$ 1,123.80
93	DP76050000 0050	ARMSTRONG, BARTON W	ARMSTRONG, MISTY	25143 W 114TH CT	OLATHE, KS 66061	12,675.28	\$ 12,924.16	\$ 972.15
94	DP76050000 0051	SMITH, RICHARD L	SMITH, JANET L	25111 W 114TH CT	OLATHE, KS 66061	12,479.96	\$ 12,725.01	\$ 957.17
95	DP76050000 0052	DALRYMPLE, TYLER S	DALRYMPLE, SHEILA M	7529 MCCOY ST	SHAWNEE, KS 66227	12,479.94	\$ 12,724.98	\$ 957.17
96	DP76050000 0053A	KNIGHT, ZACHARY	KNIGHT, KIMBERLY A	25073 W 114TH CT	OLATHE, KS 66061	11,516.97	\$ 11,743.11	\$ 883.31
97	DP76050000 0054	HUTSELL, ADAM	HUTSELL, RACHEL	25049 W 114TH CT	OLATHE, KS 66061	14,350.71	\$ 14,632.49	\$ 1,100.65
98	DP76050000 0055	HARPER, PATRICK CURRAN	HARPER, STACY NICOLE	25016 W 114TH CT	OLATHE, KS 66061	10,344.47	\$ 10,547.58	\$ 793.39
99	DP76050000 0056	IVERS, BENJAMIN JAMES	IVERS, DANIELLE RAE	25048 W 114TH CT	OLATHE, KS 66061	13,763.33	\$ 14,033.57	\$ 1,055.60
100	DP76050000 0057	SYSENGCHANH, KHAMOY	SYSENGCHANH, PANG	25072 W 114TH CT	OLATHE, KS 66061	13,432.01	\$ 13,695.75	\$ 1,030.19
101	DP76050000 0058	WHEELER HOMES INC		PO BOX 24091	OVERLAND PARK, KS 66283	13,933.87	\$ 14,207.47	\$ 1,068.68
102	DP76050000 0059	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	13,611.23	\$ 13,878.49	\$ 1,043.94
103	DP76050000 0060	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	15,801.80	\$ 16,112.08	\$ 1,211.95
104	DP76050000 0061	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	18,963.12	\$ 19,335.46	\$ 1,454.41
105	DP76050000 0062	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	20,656.62	\$ 21,062.22	\$ 1,584.30
106	DP76050000 0063	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	18,852.33	\$ 19,222.50	\$ 1,445.91
107	DP76050000 0064	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	16,735.96	\$ 17,064.57	\$ 1,283.59
108	DP76050000 0065	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,707.54	\$ 14,996.33	\$ 1,128.02
109	DP76050000 0066	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,506.73	\$ 14,791.57	\$ 1,112.62
110	DP76050000 0067	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,609.17	\$ 14,896.02	\$ 1,120.48
111	DP76050000 0068	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	13,434.31	\$ 13,698.10	\$ 1,030.37
112	DP76050000 0069	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,212.05	\$ 12,451.84	\$ 936.63
113	DP76050000 0070	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,994.89	\$ 13,250.05	\$ 996.67
114	DP76050000 0071	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,781.65	\$ 13,032.62	\$ 980.31
115	DP76050000 0072	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	16,578.01	\$ 16,903.52	\$ 1,271.48
116	DP76050000 0073	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	24,342.75	\$ 24,820.72	\$ 1,867.01
117	DP76050000 0074	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	13,636.98	\$ 13,904.74	\$ 1,045.91
118	DP76050000 0075	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,874.57	\$ 13,127.37	\$ 987.44
119	DP76050000 0076	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	13,100.44	\$ 13,357.67	\$ 1,004.76
120	DP76050000 0077	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	16,399.98	\$ 16,722.00	\$ 1,257.83
121	DP76050000 0078	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	18,501.57	\$ 18,864.85	\$ 1,419.01
122	DP76050000 0079	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	10,398.71	\$ 10,602.89	\$ 797.55
123	DP76050000 0080	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	11,221.54	\$ 11,441.88	\$ 860.66



Tract	Parcel (Tax ID)	Owner 1	Owner 2	Owner Mailing Address	Owner Mailing City/State/Zip	Square Footage in Benefit District	Est. Total Assessment	Estimated Annual Assessment (assumes 4.25% interest rate)
124	DP76050000 0081	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	15,014.52	\$ 15,309.33	\$ 1,151.57
125	DP76050000 0082	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,626.42	\$ 14,913.61	\$ 1,121.80
126	DP76050000 0083	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,552.70	\$ 12,799.17	\$ 962.75
127	DP76050000 0084	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	17,106.41	\$ 17,442.30	\$ 1,312.01
128	DP76050000 0085	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	16,360.39	\$ 16,681.63	\$ 1,254.79
129	DP76050000 0086	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,126.62	\$ 14,404.00	\$ 1,083.47
130	DP76050000 0087	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	19,319.96	\$ 19,699.31	\$ 1,481.78
131	DP76050000 0088	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	16,013.17	\$ 16,327.60	\$ 1,228.16
132	DP76050000 0089	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	13,018.99	\$ 13,274.62	\$ 998.51
133	DP76050000 0090	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,945.99	\$ 13,200.19	\$ 992.92
134	DP76050000 0091	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	18,300.76	\$ 18,660.10	\$ 1,403.61
135	DP76050000 0092	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,766.37	\$ 15,056.31	\$ 1,132.53
136	DP76050000 0093	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	14,765.01	\$ 15,054.92	\$ 1,132.43
137	DP76050000 0094	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	13,851.52	\$ 14,123.50	\$ 1,062.37
138	DP76050000 0095	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	13,007.73	\$ 13,263.14	\$ 997.65
139	DP76050000 0096	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	11,763.90	\$ 11,994.88	\$ 902.25
140	DP76050000 0097	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	13,859.91	\$ 14,132.05	\$ 1,063.01
141	DP76050000 0098	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	10,724.48	\$ 10,935.06	\$ 822.53
142	DP76050000 0099	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	12,296.07	\$ 12,537.51	\$ 943.07
143	DP76050000 0T0B	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	169.40	\$ 172.72	\$ 12.99
144	DP76050000 0T0C	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	378.23	\$ 385.65	\$ 29.01
145	DP76050000 0T0D	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	378.19	\$ 385.61	\$ 29.01
146	DP76050000 0T0E	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	378.19	\$ 385.62	\$ 29.01
147	DP76050000 0T0F	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	1,159.71	\$ 1,182.48	\$ 88.95
148	DP76050000 0T0F2	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	112,461.23	\$ 114,669.43	\$ 8,625.42
149	DP76050000 0T0G	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	379.60	\$ 387.06	\$ 29.11
150	DP76050000 0T0H	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	379.61	\$ 387.06	\$ 29.11
151	DP76050000 0T0I	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	377.75	\$ 385.17	\$ 28.97
152	DP76050000 0T0J	VALLEY RIDGE LLC		9101 W 110TH ST STE 200	OVERLAND PARK, KS 66210	379.16	\$ 386.61	\$ 29.08
153	DP76160000 0019	QAISAR, NAEEM	QAISAR, REHANA	2628 W SURREY ST	OLATHE, KS 66061	19,820.57	\$ 20,209.75	\$ 1,520.17
TOTALS						9,214,186.12	\$ 9,395,108.94	\$706,698.54



## ATTACHMENT D

NOTE: To be recorded with Records and Tax Administration, Johnson County, Kansas

(Published in the *Gardner News* on January \_\_\_, 2020)

### RESOLUTION NO. 20-1013

**A RESOLUTION AMENDING RESOLUTION NO. 19-1085, APPROVING THE CREATION OF AN IMPROVEMENT DISTRICT FOR CERTAIN INTERNAL IMPROVEMENTS TO CEDAR CREEK PARKWAY SOUTH OF COLLEGE BOULEVARD, PROJECT NO. 3-B-027-19, UNDER THE PROVISIONS OF K.S.A. 12-6a01 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED; CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE LEVY OF MAXIMUM PRE-CONSTRUCTION SPECIAL ASSESSMENTS FOR SUCH IMPROVEMENTS; AND PROVIDING FOR CERTAIN OTHER ACTIONS AND THE GIVING OF NOTICE OF SAID HEARING.**

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Olathe, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, on December 17, 2019, the governing body of the City found and determined that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and was therefore sufficient in accordance with the provisions of the Act;

**WHEREAS**, also on December 17, 2019, the governing body of the City adopted Resolution No. 19-1085 authorizing the creation of an improvement district pursuant to the Act, for the purpose of making the following improvements:

The construction of Cedar Creek Parkway from College Boulevard south approximately 3,750 linear feet, to consist of two lanes with 12 inches of asphalt pavement. Said construction will be within 120 feet of dedicated right of way and include approximately 3,750 linear feet of 12 inch waterline. The improvements shall also include right of way grading and clearing, curb and gutter, sidewalk, hike/bike trail, erosion control, traffic control, curb inlets, storm sewer piping, landscaping, streets lights, utility relocations and related work necessary for completion of such improvements.

(the “Improvements”); and

**WHEREAS**, the extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Part of Section 17, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast One-Quarter of Said Section 17; thence North 87 degrees 45 minutes 51 seconds East, along the North line of the said Northeast One-Quarter, a distance of 240.00 feet to the Point of Beginning; thence South 51 degrees 47 minutes



## ATTACHMENT D

58 seconds East, a distance of 1806.95 feet; thence South 01 degrees 51 minutes 59 seconds East, a distance of 1484.07 feet to a point on the South line of the said Northeast One-Quarter; thence North 87 degrees 42 minutes 53 seconds East, along the South line of the said Northeast One-Quarter a distance of 785.45 feet to a corner point on the West line of Lot 3, CLAREVIEW, a subdivision of land in the said City of Olathe; thence along the West line of said CLAREVIEW for the following ten courses, South 02 degrees 51 minutes 00 seconds West, a distance of 114.32 feet; thence South 47 degrees 51 minutes 00 seconds West, a distance of 140.00 feet; thence South 12 degrees 51 minutes 00 seconds West, a distance of 280.00 feet; thence South 02 degrees 51 minutes 00 seconds West, a distance of 170.00 feet; thence South 17 degrees 51 minutes 00 seconds West, a distance of 230.00 feet; thence South 27 degrees 51 minutes 00 seconds West, a distance of 120.00 feet; thence South 62 degrees 51 minutes 00 seconds West, a distance of 190.00 feet; thence South 32 degrees 51 minutes 00 seconds West, a distance of 250.00 feet; thence South 87 degrees 51 minutes 00 seconds West, a distance of 260.00 feet; thence South 32 degrees 51 minutes 00 seconds West, a distance of 97.66 feet to a point on the South line of the North One-Half of the Southeast One-Quarter of Said Section 17; thence South 87 degrees 51 minutes 00 seconds West, along the South line of the said North One-Half a distance of 1449.82 feet to the Southwest corner of the said North One-Half; thence North 69 degrees 11 minutes 50 seconds West, a distance of 680.62 feet; thence North 29 degrees 40 minutes 15 seconds West, a distance of 418.87 feet; thence North 74 degrees 01 minutes 20 seconds West, a distance of 885.90 feet; thence North 32 degrees 11 minutes 27 seconds West, a distance of 376.12 feet; thence North 31 degrees 28 minutes 54 seconds East, a distance of 2407.77 feet; thence North 44 degrees 39 minutes 53 seconds East, a distance of 1078.49 feet to the Point of Beginning. Except that part taken or used for road right of way.

; and

**WHEREAS**, it was subsequently determined that the estimated total costs of the Improvements as set forth in the Petition and Resolution No. 19-1085 should have been shown as \$9,395,108.94 to comply with parties' intent regarding the maximum cost to be assessed against property within the improvement district; and

**WHEREAS**, on January 10, 2020, an amended and restated petition (the "Amended Petition") was filed with the City reducing the estimated total cost of the Improvements from \$11,779,981.92 as shown in the Petition to \$9,395,108.94 as shown in the Amended Petition;

**WHEREAS**, the governing body desires to accept and approve the Amended Petition, amend Resolution No. 19-1085 to reduce the estimated total cost of the Improvements to \$9,395,108.94 as shown in the Amended Petition, and further desires to approve the estimated total cost of the Improvements and the Assessment Roll, and call a public hearing to consider proposed assessments in accordance with the Act; and

**WHEREAS**, construction of the Improvements has not yet commenced, and pursuant to K.S.A. 12-6a10, the City has determined the maximum amount of the assessment against each lot, and an assessment roll has been prepared and filed with the City Clerk, a copy of which is has been reviewed by the governing body on this date (the "Assessment Roll"); and

**WHEREAS**, the governing body desires to approve the estimated total cost of the Improvements and the Assessment Roll, and call a public hearing to consider the proposed assessments in accordance with the Act.



## ATTACHMENT D

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

**Section 1. Amendment of Resolution 19-1085, Section 1(b).** The governing body hereby approves and accepts the Amended Petition. The estimated or probable cost of the proposed Improvements as set forth in Section 1, subparagraph (b) is hereby amended as follows:

(b) The estimated or probable cost of the proposed Improvements is: \$9,395,108.94.

The remainder of Resolution 19-1085 shall remain in full force and effect and the governing body's adoption thereof is hereby ratified.

**Section 2. Estimated of Total Costs; Assessment Roll.** The governing body hereby approves the estimated total costs of the Improvements in an amount not to exceed \$9,395,108.94, and further approves the Assessment Roll as prepared by the City and presented to the governing body on this date.

**Section 3. Public Hearing.** It is hereby authorized, ordered and directed that the governing body of the City shall hold a public hearing on the proposed assessments, such public hearing to be held on February 18, 2020, at 7:00 P.M., at 100 E. Santa Fe, Olathe, Kansas, under the authority of the Act.

**Section 4. Notice of Hearing.** The City Clerk is hereby authorized, ordered and directed to give notice of said public hearing by (a) publication of a Notice of Public Hearing once in the official City newspaper, such publication to be at least ten (10) days prior to the date of the hearing; and (b) mailing to the owners of the property liable for the proposed assessments, at their last known post office address, a notice of public hearing and a statement of the proposed cost to be assessed against the land so owned, such notice to be mailed to be at least ten (10) days prior to the date of the hearing.

**Section 5. Further Authority.** The officers and officials of the City, including the Mayor and City Clerk, are hereby authorized and directed to execute all documents, publish all notices and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and the Act, including publishing a notice of public hearing related to assessments, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of Records and Tax Administration of Johnson County, Kansas.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



## ATTACHMENT D

**ADOPTED** by the governing body of the City on January 21, 2020.

(SEAL)

By: \_\_\_\_\_  
Name: Michael Copeland  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Emily K. Vincent  
Title: Clerk





# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 1/21/2020

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**DEPARTMENT:** Public Works, Planning Division

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

**SUBJECT:** FP19-0033: Olathe Medical Park MOB  
Allenbrand, Payne & Brockway

**APPLICANT:** Todd

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**ITEM DESCRIPTION:**

Request for the acceptance of the dedication of land for public easements for a final plat for **Olathe Medical Park MOB** (FP19-0033) containing one (1) office lot and one (1) common tract on 12.45± acres; located southeast of the intersection of 151<sup>st</sup> Street and Lone Elm Road. Planning Commission approved this plat 6-0.

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**SUMMARY:**

This final plat application is to plat one (1) office lot and one (1) common tract which is to be used for landscaping, stormwater detention, and open space. This plat will also dedicate land for arterial street right-of-way (151<sup>st</sup> Street and Lone Elm Road) and utility, drainage, sanitary sewer, waterline, and water quality and quantity easements. A revised preliminary site development plan was approved by the Planning Commission on January 13, 2020 for a three-story, 75,000 square foot medical office building.

This final plat is located within an active Benefit District for Streets, the 152<sup>nd</sup> Street Benefit District (3-B-076-08) and is therefore exempt from street excise taxes. Final plats are subject to a traffic signal excise tax of \$0.0098 per square foot of land within an office zoning district. Excise taxes must be paid to the Planning Division prior to recording of the final plat.

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**FINANCIAL IMPACT:**

None.

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**ACTION NEEDED:**

1. Accept the dedication of land for public purposes for Olathe Medical Park MOB (FP19-0033).
2. Reject the dedication of land for public purposes for Olathe Medical Park MOB and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.

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**ATTACHMENT(S):**

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





Planning Division

**STAFF REPORT****Planning Commission Meeting: January 13, 2020**

<b>Application:</b>	<b>FP19-0033, Final Plat for Olathe Medical Park MOB</b>		
<b>Location:</b>	Southeast of the intersection of W. 151 <sup>st</sup> Street and Lone Elm Road		
<b>Owner/Applicant:</b>	Jeff Dossett; Olathe Medical Center, Inc.		
<b>Engineer:</b>	Todd Allenbrand; Payne & Brockway		
<b>Staff Contact:</b>	Zachary Moore, Planner II		

<b>Site Area:</b>	<u>12.45± acres</u>	<b>Use:</b>	<u>Medical Office Building</u>
<b>Lots:</b>	<u>1</u>		
<b>Tracts:</b>	<u>1</u>	<b>Current Zoning:</b>	<u>CP-O</u>

**1. Comments:**

The following application is a final plat for Olathe Medical Park MOB. This plat will establish new lot lines, dedicate land for public easements, and dedicate public right-of-way. The subject property was rezoned to the CP-O District in 1998 and 2010, but has never been platted. A revised preliminary site development plan is also on this agenda for consideration (PR19-0030).

**2. Plat Review:**

- a. **Lots/Tracts** – The plat includes one commercial lot and one common tract totaling approximately 12.45± acres. The tract is intended to be used for landscaping, monuments, fencing, stormwater detention, stormwater quality BMPs, and open space.
- b. **Public Utilities** – The subject property is located within the City of Olathe Water and Sewer service areas. Drainage Easements (D/E), Sanitary Sewer Easements (SS/E), Utility Easements (U/E), Waterline Easements (WL/E), and Water Quality & Quantity Drainage Easements (WQQD/E) will be dedicated with this final plat.

**3. Excise Taxes:**

This final plat is located within an active Benefit District for Street, the 152<sup>nd</sup> Street Benefit District (3-B-076-08), therefore, this plat is exempt from paying street excise taxes, per Olathe Municipal Code, Section 3.35.050.

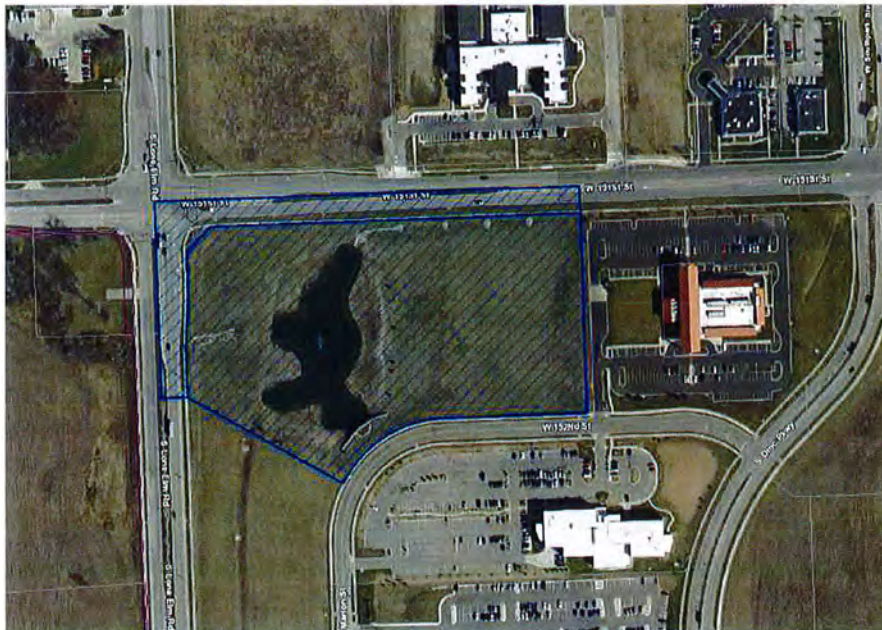
Final plats are subject to a traffic signal excise tax of \$0.0098 per square foot of land for office zoning. The required excise tax must be submitted to the Planning Division prior to recording the final plat.



FP19-0033  
January 13, 2020  
Page 2



*View of the subject property, looking south from W. 151<sup>st</sup> Street*



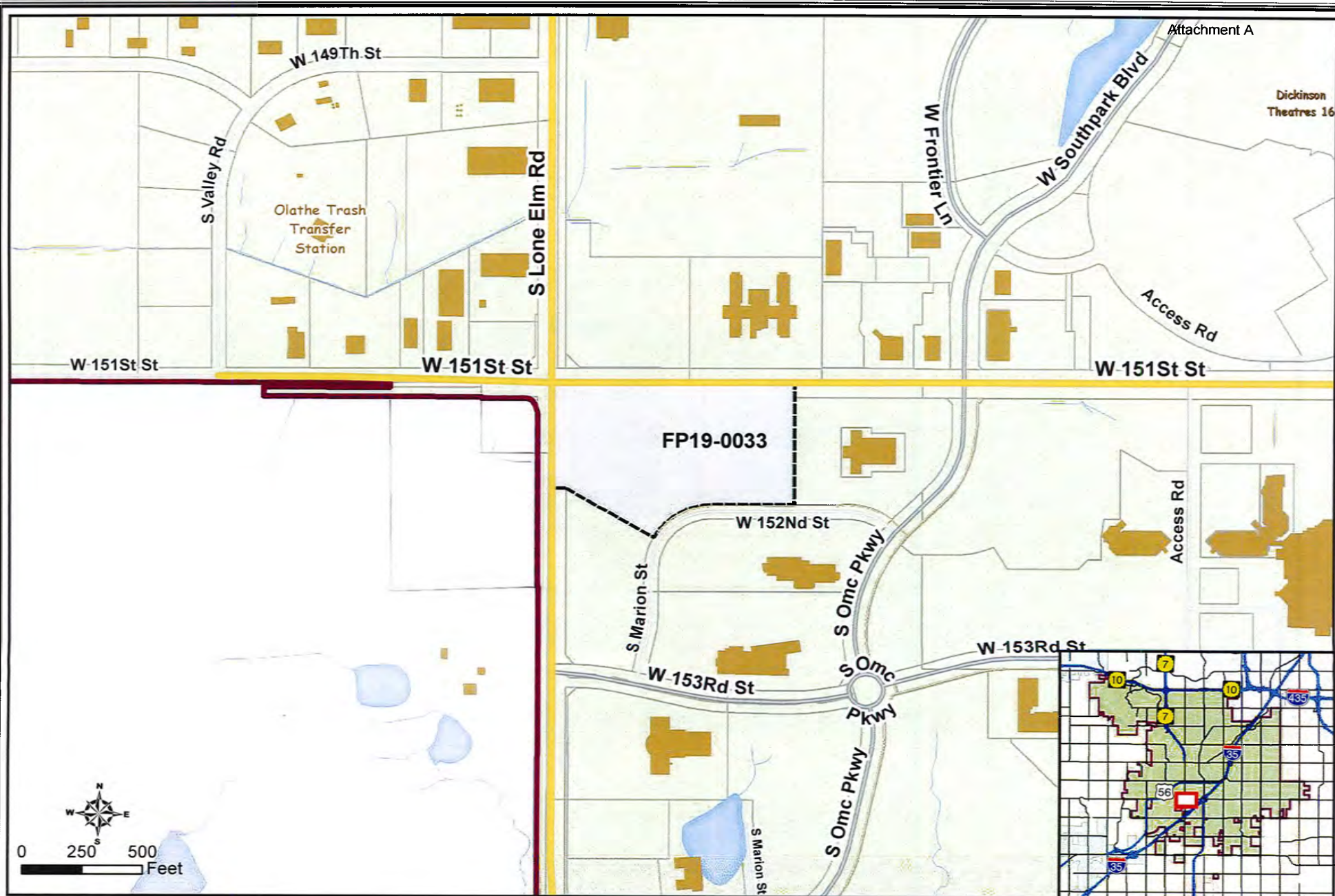
*Aerial view of site outlined in navy*

**Staff Recommendation:**

Staff recommends approval of FP19-0033, final plat for Olathe Medical Park MOB with the following stipulations:

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





**OLATHE MEDICAL PARK MEDICAL OFFICE BUILDING**  
**FP19-0033**



User: jaredmd  
Date: 01/09/2020





REVISIONS		
NO.	DATE	DESCRIPTION
1	1/2/20	1.0000
2	1/2/20	1.0000
3	1/2/20	1.0000

# OLATHE MEDICAL PARK MOB Part of the NW 1/4 SECTION 11, T14S, R23E

Attachment A

This is a survey and plan of part of the NW 1/4 of Section 11, T14S, R23E of the 54th Principal Meridian, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of the NW 1/4 of Section 11, T14S, R23E of the 54th Principal Meridian, in the City of Olathe, Johnson County, Kansas, thence N 88°03'37"E, along the West line of said NW 1/4, a distance of 1,008.72 feet, thence S 58°59'11"W, along the South line of said NW 1/4, a distance of 342.69 feet to the Southeast corner of said Tract A, and corner also being on the North right-of-way line of 151st Street, as platred, thence S 88°03'37"E, along said North right-of-way line, a distance of 342.69 feet, thence Southwesterly, continuing along said North right-of-way line, on a curve to the left having a radius of 280.00 feet, for a distance of 280.00 feet, thence S 88°03'37"E, a distance of 1,008.72 feet, thence S 58°59'11"W, a distance of 342.69 feet to the Point of Beginning, containing 12.4507 acres, more or less.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plan shall hereafter be known as "OLATHE MEDICAL PARK MOB".

The streets and roads shown on this plat and not heretofore dedicated to public use, are hereby so dedicated.

The undersigned proprietor of said property, shown on this plat, does hereby certify that all prior existing easement rights on land to be dedicated for public use, running for any person, utility, or corporation have been obtained except that some person, utility or corporation shall retain whatever rights they would have as if located in a public street.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction, or maintenance and use of conduits, water, gas, electric, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar utility facilities, and under these drains, outfalls and deposited on this plat as "Utility Easement" or "U/E" - is hereby granted to the City of Olathe, Kansas, and other governmental entities, as may be authorized by state law to use such easement for said purposes.

An easement or license is hereby dedicated to the City of Olathe to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, sewer pipes, surface drainage facilities, etc., upon, over, and across those areas outlined and designated on this plat as "Drainage Easement" or "D/E".

An easement or license is hereby dedicated to the City of Olathe to lay, construct, operate, inspect, alter, repair, replace, substitute, relocate, add to, remove and maintain a storm drain, sewer drainage ditch, drainage channel, water course or other drainage facility, including connections and appurtenant works in said easement including the right to clean, repair, replace and care for said drainage facilities, in, on, over, under and through those areas designated as "Water Quality & Quantity Drainage Easement" or "WQ/Q/E", together with the right of ingress and egress over and through said easement.

An easement or license is hereby dedicated to the City of Olathe to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, sewer pipes, manholes, etc., upon, over, and across those areas outlined and designated on this plat as "Sanitary Sewer Easement" or "SSE".

An easement or license is hereby dedicated to the City of Olathe to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of water lines, for hydrofracture, wells, etc., upon, over, and across those areas outlined and designated on this plat as "Water Line Easement" or "WLE".

NOTICE: The site includes Stormwater Treatment Facilities, as defined and regulated in the Olathe Municipal Code, Section 17.16.080 C. Restrictions on the use or alteration of the said Facilities may apply. This property is also subject to the designations and requirements of the Stormwater Treatment Facility Maintenance Agreement approved by the City.

Tract A shall be owned and maintained by Olathe Medical Center, Inc. The tract is intended to be used for landscaping, recreational, tennis, stormwater detention, stormwater quality BMP's and open space.

The lots in this subdivision shall not be subdivided except pursuant to Chapter 10-40-180, Lot Split, of Unified Development Ordinance or its height.

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

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

OLATHE MEDICAL CENTER, INC.

STAR ROM, President/CEO

STATE OF KANSAS  
COUNTY OF JOHNSON

BE IT REMEMBERED, that on or this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public in and for said County and State, came STAR ROM, President/CEO of OLATHE MEDICAL CENTER, INC., who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said Corporation, and he duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

My Commission Expires \_\_\_\_\_

Notary Public

APPROVED by the Planning Commission of the City of Olathe, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

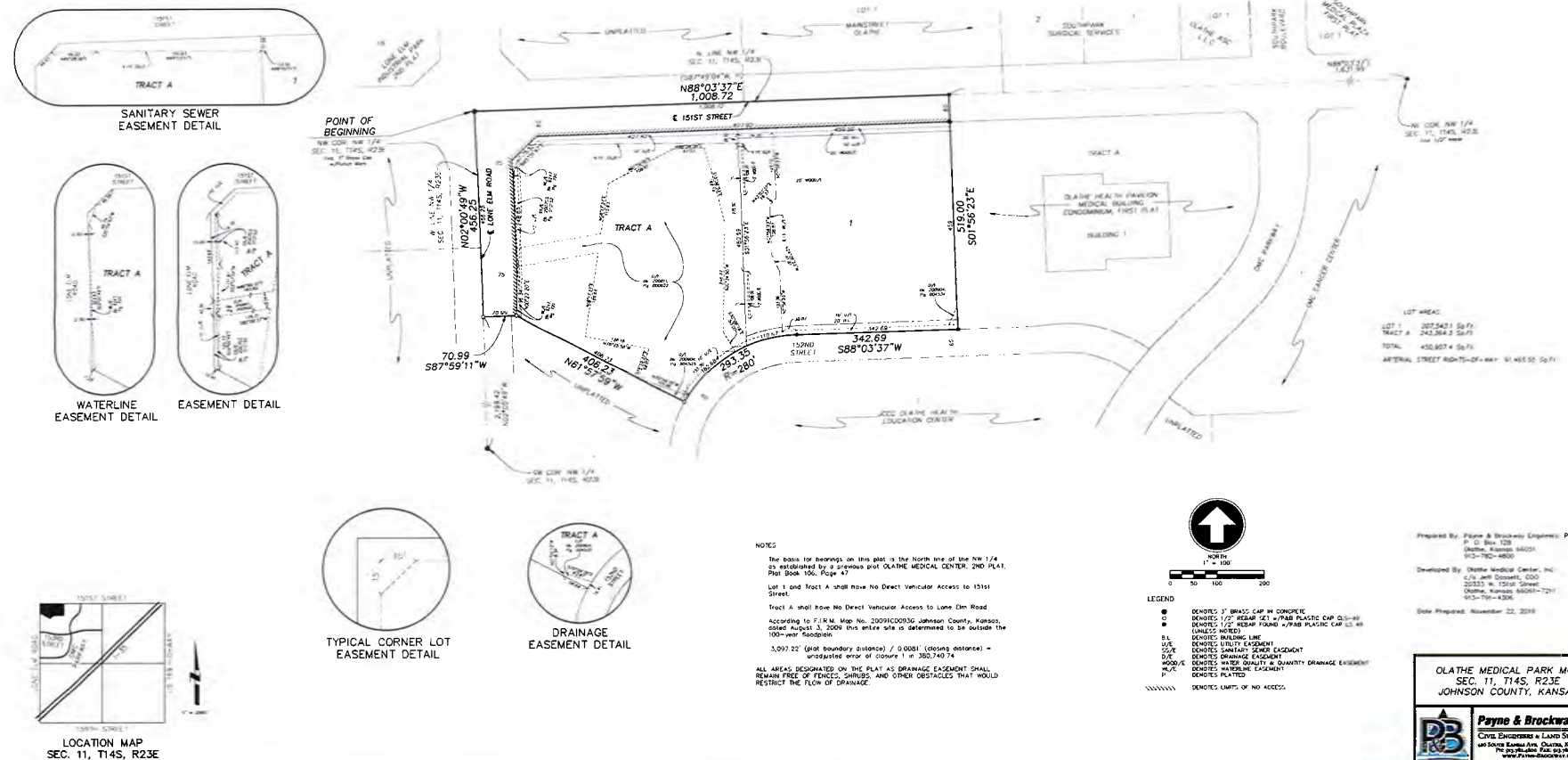
By: \_\_\_\_\_  
C.S. JAKAL, Chairman

APPROVED by the Governing Body of the City of Olathe, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
MICHAEL E. COPELAND, Mayor DAVID F. BRIDGES, Jr., MMC, Deputy City Clerk

I hereby certify that on September 16, 2019, I or someone under my direct supervision conducted a field survey of the above described tract of land and this is an accurate and true plat of said survey, as this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Garold S. Conn  
Kansas L.S. No. 1128



## NOTES

The basis for bearings on this plat is the North line of the NW 1/4 of Section 11, T14S, R23E, as established by a previous plat OLATHE MEDICAL CENTER, 2ND PLAT, Plat Book 100, Page 41.

Lot 1 and Tract A shall have No Direct Vehicular Access to 151st Street.

Tract A shall have No Direct Vehicular Access to Lane Elm Road.

According to F.M. Map No. 2009AC003G Johnson County, Kansas, dated August 3, 2009, this entire site is determined to be outside the 100-year floodplain.

3,097.22' (plot boundary distance) / 0.0081' (closing distance) =

undisputed error of closure 1 in 380,740.74.

ALL AREAS DESIGNATED ON THE PLAT AS DRAINAGE EASEMENT SHALL REMAIN FREE OF FENCES, SHRUBS, AND OTHER OBSTACLES THAT WOULD RESTRICT THE FLOW OF DRAINAGE.

## LEGEND

- DENOTES 3" BRASS CAP IN CONCRETE
- DENOTES 1/2" REBAR #1 4" X 4" PLASTIC CAP 10" DIAM
- DENOTES 1/2" REBAR #1 4" X 4" PLASTIC CAP 10" DIAM
- DENOTES UTILITY EASEMENT
- DENOTES SANITARY SEWER EASEMENT
- DENOTES WATER QUALITY & QUANTITY DRAINAGE EASEMENT
- DENOTES DRAINAGE EASEMENT
- DENOTES PLATTED
- DENOTES LIMITS OF NO ACCESS

Prepared By: Payne & Brockway Engineers, P.A.  
P.O. Box 128  
Olathe, Kansas 66061  
(913) 762-4600

Designed By: Olathe Medical Center, Inc.  
414 West 12th Street  
Olathe, Kansas 66061-7211  
(913) 761-4206

Date Prepared: November 22, 2019

OLATHE MEDICAL PARK MOB  
SEC. 11, T14S, R23E  
JOHNSON COUNTY, KANSAS

**Payne & Brockway P.A.**  
CIVIL ENGINEERS & LAND SURVEYORS  
414 West 12th Street, Olathe, Kansas 66061  
PH 913.762.4600 FAX 913.762.4601  
www.payneandbrockway.com





Planning Division

**MINUTES****Planning Commission Meeting: January 13, 2020**

<b>Application:</b>	<b>FP19 0033:</b> Request approval for a final plat for Olathe Medical Park Medical Office Building containing one (1) lot and one (1) common tract on 12.45± acres; located southeast of the intersection of W 151st Street and Lone Elm Road.
---------------------	---

*This item was pulled from the Consent Agenda, and Commissioner Allenbrand recused herself from the vote.*

*A motion to approve FP19-0033 was made by Comm. Fry and seconded by Comm. Sutherland, and passed with a vote of 6 to 0 with the following stipulation:*

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





# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 1/21/2020

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**DEPARTMENT:** Public Works, Planning Division  
**STAFF CONTACT:** Zachary Moore, Planner II  
**SUBJECT:** FP19-0034: Enclave at Boulder Hills Villas, First Plat  
**APPLICANT:** Travis Schram, Grata Development, LLC

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**ITEM DESCRIPTION:**

Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat for **Enclave at Boulder Hills Villas, First Plat** (FP19-0034) containing 26 residential lots and four (4) common tracts on 8.82± acres; located southwest of the intersection of 172<sup>nd</sup> Terrace and Lackman Road. Planning Commission approved this plat 7-0.

---

**SUMMARY:**

This final plat application is to establish lot lines for 26 residential lots and four (4) common tracts and dedicate land for public street right-of-way and utility, drainage, and sanitary sewer easements. The subject property was rezoned to the R-1 District in September 2019 (RZ19-0013) with an associated preliminary plat. This final plat is consistent with the preliminary plat.

Final plats are subject to a street excise tax of \$0.215 per square feet of land area to be platted (less arterial street right-of-way) and a traffic signal excise tax of \$0.0037 per square feet of land area for single-family residential zoning. The required excise taxes must be submitted to the Planning Division prior to recording of the final plat.

---

**FINANCIAL IMPACT:**

None.

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**ACTION NEEDED:**

1. Accept the dedication of land for public purposes for the Enclave at Boulder Hills Villas, First Plat (FP19-0034).
  2. Reject the dedication of land for public purposes for the Enclave at Boulder Hills Villas, First Plat and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.
- 

**ATTACHMENT(S):**

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





Planning Division

**STAFF REPORT****Planning Commission Meeting: January 13, 2020**

<b>Application:</b>	<b>FP19-0034, Final Plat for Enclave at Boulder Hills Villas, First Plat</b>
<b>Location:</b>	Southeast corner of Lone Elm Road and W. 117 <sup>th</sup> Street intersection
<b>Owner/Applicant:</b>	Travis Schram; Grata Development, LLC
<b>Engineer:</b>	Mark Breuer, PE; Schlagel & Associates
<b>Staff Contact:</b>	Zachary Moore, Planner II

<b>Site Area:</b>	<u>8.82± acres</u>	<b>Use:</b>	<u>Single-Family Residential</u>
<b>Lots:</b>	<u>26</u>	<b>Density:</b>	<u>2.95 units per acre</u>
<b>Tracts:</b>	<u>4</u>	<b>Current Zoning:</b>	<u>R-1</u>

**1. Comments:**

The following application is a final plat for Enclave at Boulder Hills Villas, First Plat. This plat will establish lot lines, dedicate public easements, and common tracts in the subdivision. This plat is the first phase of Enclave at Boulder Hills Villas, a small-lot single-family home subdivision located at the southwest corner of the intersection of W. 172<sup>nd</sup> Terrace and Lackman Road.

The subject property was rezoned to the R-1 District in September 2019 (RZ19-0013) with an associated preliminary plat. This final plat is consistent with the preliminary plat that accompanied the rezoning.

**2. Plat Review:**

- a. **Lots/Tracts** – This plat includes 26 single-family lots and 4 common tracts. All 4 common tracts are intended to be owned and maintained by the Homes Association or their authorized representatives. Tracts A, B, and C are intended to be used for landscaping and open space, and Tract D is intended to be used for a pool, landscaping, amenities, and open space.

The Unified Development Ordinance (UDO) allows single-family lots in the R-1 District to have reduced lot sizes and setbacks if certain architectural design features are provided to comply with Building Design Category A standards. A note has been added on this final plat stating that all homes constructed within this plat are subject to Category A building design standards. The average lot size in this first phase is 7,467 square feet. All lots exceed the minimum lot size of 5,000 square feet, with the smallest lot being 5,999 square feet.

- b. **Public Utilities** – The subject property is located within the Johnson County Wastewater and WaterOne service areas. Drainage Easements (D/E), Sanitary Sewer



FP19-0034  
January 13, 2020  
Page 2

Easements (S/E), Utility Easements (U/E), Stormwater Quality/Quantity Easements (BMP/E), Street Easements (STR/E), Landscape and Access Easements (L/E and A/E), Pedestrian Access Easements (P/A), and Sidewalk Easements (SW/E) will be dedicated with this final plat.

### 3. Excise Taxes:

Final plats are subject to a street excise tax of \$0.215 per square foot of land (less arterial street right-of-way) and a traffic signal excise tax of \$0.0037 per square foot of land in single-family zoning. The required excise taxes must be submitted to the Planning Division prior to recording the final plat.



*View of the subject property, looking southwest*



*Aerial view of subject property*



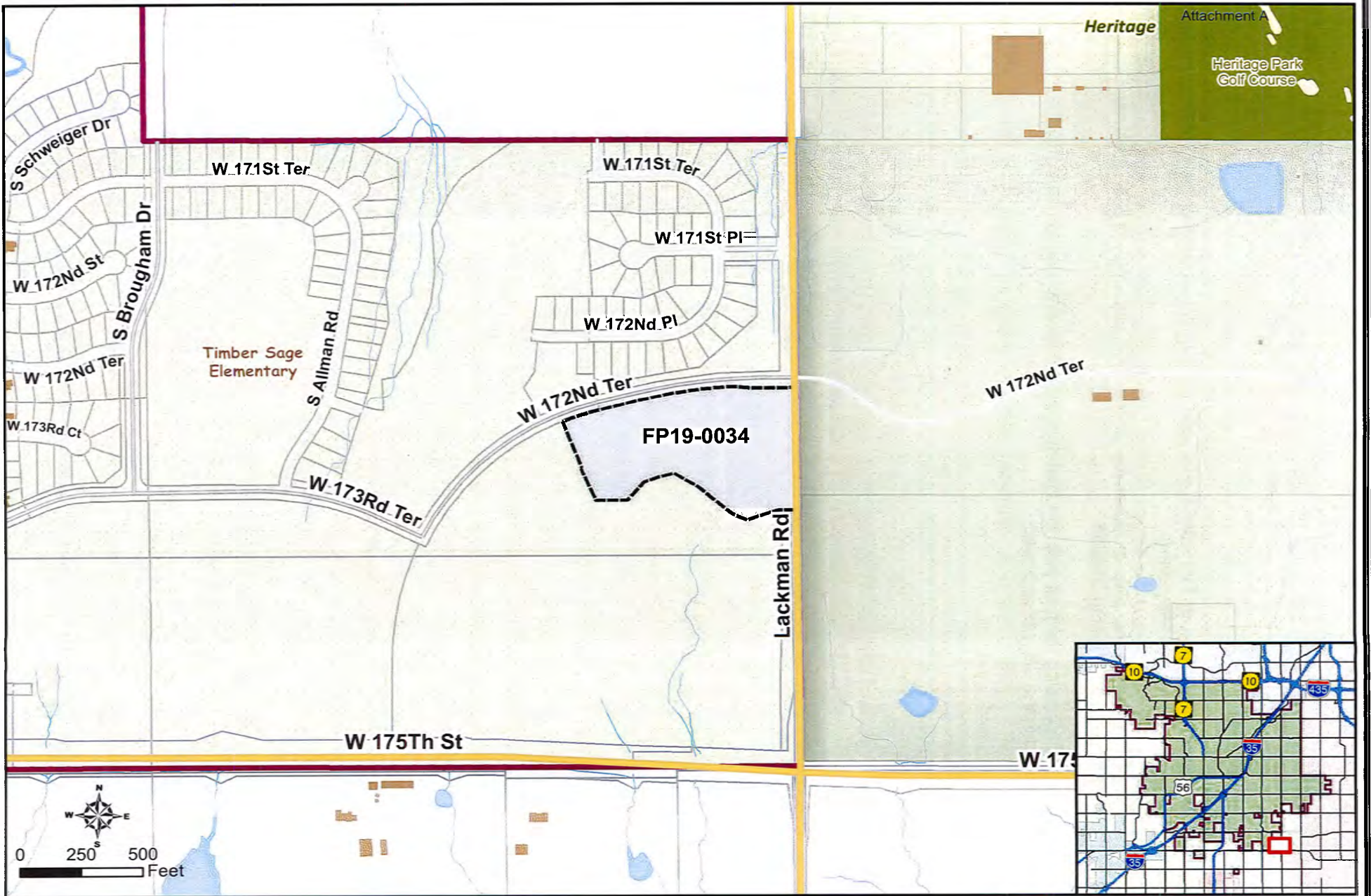
FP19-0034  
January 13, 2020  
Page 3

**Staff Recommendation:**

Staff recommends approval of FP19-0034, final plat for Enclave at Boulder Hills Villas, First Plat, with the following stipulations:

1. Prior to recording the plat, a digital file of the final plat (.pdf format) must be submitted to the Planning Division.
2. Prior to recording the final plat, the Homeowners' Association agreement must be provided to the City and approved.





**ENCLAVE AT BOULDER HILLS VILLAS FIRST PLAT**  
**FP19-0034**









Planning Division

**MINUTES****Planning Commission Meeting: January 13, 2020**

<b>Application:</b>	<b>FP19 0034:</b> Request approval for a final plat for Enclave at Boulder Hills Villas First Plat containing 26 lots and four (4) common tracts on 8.82± acres located at the southeast corner of Lone Elm Road and W 117th Street.
---------------------	--

*A motion to approve FP19-0034 on the Consent Agenda was made by Comm. Fry and seconded by Comm. Youker, and passed with a vote of 7 to 0 with the following stipulation:*

- 1. Prior to recording the plat, a digital file of the final plat (.pdf format) must be submitted to the Planning Division.*
- 2. Prior to recording the final plat, the Homeowners' Association agreement must be provided to the City and approved.*





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 1/21/2020

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DEPARTMENT: Pubic Works, Planning Division

STAFF CONTACT: Kim Hollingsworth, Senior Planner

SUBJECT: FP19-0035: Final Plat for Saddlewood Apartments, Second Plat, Applicant: Jeffrey T. Skidmore, Schlager & Associates, P.A.

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### ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements for a final plat of Saddlewood Apartments, Second Plat (FP19-0035) containing two (2) lots on 9.98± acres; located at 18851 W. 153rd Court. Planning Commission approved the plat 7-0.

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### SUMMARY:

This a request for the acceptance of land for public easements for a final plat of Saddlewood Apartments, Second Plat. The approximately 9.98-acre subject property is located southeast of W 153<sup>rd</sup> Court and S Mahaffie Street. The plat establishes two lots and public easements to accommodate apartment buildings, recreational amenities, landscaping and parking areas.

The subject property is served by existing utilities including City of Olathe sewer and WaterOne water services. Several easements including utility easements, drainage easements and landscape easements will be dedicated with this final plat.

The plat is subject to a traffic signal excise tax of \$0.0120 per square foot of land area and a street excise tax of \$0.215 per square foot of unplatted land area. The required excise fees must be submitted to the Planning Division prior to recording of the final plat.

The Planning Commission approved the plat with a vote of 7-0 during the January 13, 2020 meeting.

---

### FINANCIAL IMPACT:

None

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### ACTION NEEDED:

1. Accept the dedication of land for public easements for the Saddlewood Apartments, Second Plat.
  2. Reject the dedication of land for public easements and return to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.
- 

### ATTACHMENT(S):

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



## STAFF REPORT

Planning Commission Meeting: January 13, 2020

<b>Application:</b>	<b>FP19-0035, Final Plat, Saddlewood Apartments, Second Plat</b>		
<b>Location:</b>	Vicinity of W 153 <sup>rd</sup> Court and Mahaffie Street		
<b>Owner:</b>	James A. Ellis, CEMBAB 2, LLC		
<b>Applicant/Engineer:</b>	Jeffrey T. Skidmore, Schlagel & Associates, P.A.		
<b>Staff Contact:</b>	Kim Hollingsworth, Senior Planner		

---

<b>Site Area:</b>	<u>9.98± acres</u>	<b>Proposed Use:</b>	<u>Residential, Multifamily</u>
<b>Lots:</b>	<u>2</u>	<b>Current Zoning:</b>	<u>R-4 (Residential Medium-Density Multifamily)</u>
<b>Tracts:</b>	<u>0</u>		

### 1. Introduction:

The following item is a request for a final plat for Saddlewood Apartments, Second Plat containing a replat of two lots and no tracts. This plat establishes lot lines and dedicates public easements for the development. The approximately 9.98-acre subject property is located southeast of W 153<sup>rd</sup> Court and S Mahaffie Street. A rezoning to the R-4 (Residential Medium-Density Multifamily) District and preliminary site development plan were approved in May 2019.

### 2. Plat Review:

- a. **Lots/Tracts** – The plat includes two lots and no common tracts. The plat contains 8.51 acres that were previously platted and 1.48 acres that are currently unplatted. Lot 2 will accommodate two apartment buildings, recreational amenities, and parking areas. Lot 3 contains the existing leasing office, pool and other amenities that serve the overall development.



View from S Brentwood Street and W 153<sup>rd</sup> Court, looking southwest

- b. **Public Utilities** – The subject property is served by existing utilities including City of Olathe sewer and WaterOne water services. Several easements including Utility



FP19-0035  
January 13, 2020  
Page 2

Easements (U/E), Drainage Easements (D/E), and a Landscape Easement (L/E) will be dedicated with this final plat.



Aerial view of the property, looking north

- c. **Streets/Right-of-Way** – No additional right-of-way will be dedicated as part of this final plat. The overall development will have 7 access drives onto the adjacent public streets including S Brentwood Drive, W 153<sup>rd</sup> Court and S Mahaffie Street.
- d. **Landscaping** – A 15-foot wide landscape easement will be dedicated to the Homes Association to fulfill the master screening requirements along S Brentwood Drive and S Mahaffie Street. The landscaping will be reviewed as part of the final site development plan.
- e. **Stormwater/Detention** – An existing detention basin is located within the southern portion of the development. The applicant will submit a stormwater maintenance agreement before recording the final plat.

### 3. Excise Taxes:

Final plats are subject to a street excise tax of \$0.215 per square foot of unplatted land area and a traffic signal excise tax of \$0.0120 per square foot of land area in multi-family zoning districts. The required excise fees must be submitted to the Planning Division prior to recording of the final plat.

### 4. Staff Recommendation:

Staff recommends approval of FP19-0035 with the following stipulations:

1. The required excise fees must be submitted to the Planning Division prior to recording of the final plat.
2. A stormwater maintenance agreement must be submitted prior to recording of the final plat.





**SADDLEWOOD APARTMENTS, SECOND PLAT**  
**FP19-0035**



User: jaredmd  
Date: 01/09/2020

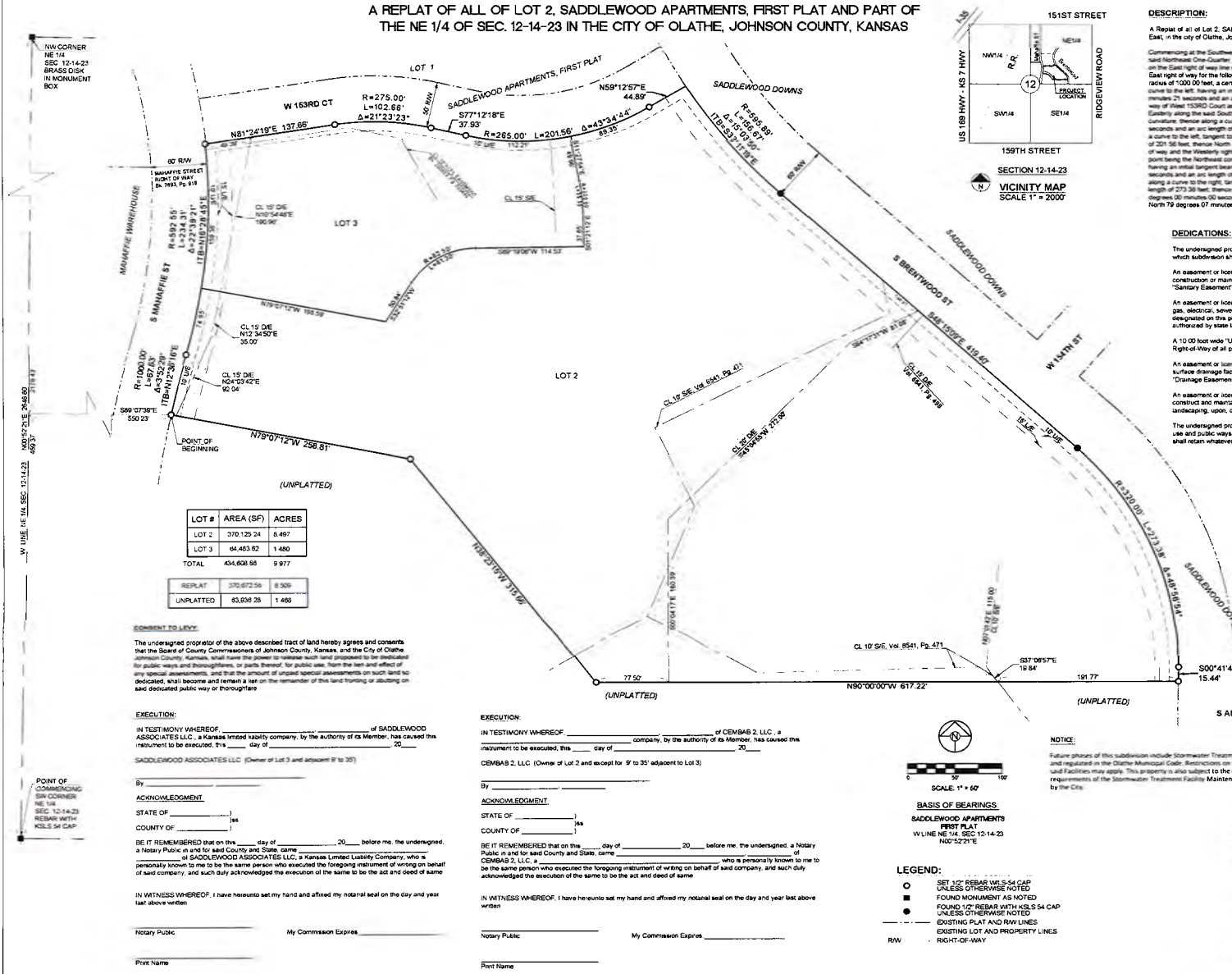




FINAL PLAT OF  
SADDLEWOOD APARTMENTS, SECOND PLAT

A REPLAT OF ALL OF LOT 2, SADDLEWOOD APARTMENTS, FIRST PLAT AND PART OF  
THE NE 1/4 OF SEC. 12-14-23 IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS

Attachment A



LOT #	AREA (SQ)	ACRES
LOT 2	370.125 24	8.497
LOT 3	94.463 62	1.460
TOTAL	434.628 56	9.977

REPLAT	370.672 56	8.509
UNPLATTED	65.656 26	1.460

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

**EXECUTION:**  
IN TESTIMONY WHEREOF, \_\_\_\_\_ of SADDLEWOOD ASSOCIATES LLC, a Kansas limited liability company, by the authority of its Member, has caused this instrument to be executed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SADDLEWOOD ASSOCIATES LLC (Owner of Lot 3 and adjacent 9' to 35')

By \_\_\_\_\_

**ACKNOWLEDGMENT:**  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said County and State, came \_\_\_\_\_ of SADDLEWOOD ASSOCIATES LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such duty acknowledged the execution of the same to be the act and deed of said company.

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

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

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

**EXECUTION:**  
IN TESTIMONY WHEREOF, \_\_\_\_\_ of CEMBA 2, LLC, a \_\_\_\_\_ company, by the authority of its Member, has caused this instrument to be executed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CEMBA 2, LLC (Owner of Lot 2 and except for 9' to 35' adjacent to Lot 3)

By \_\_\_\_\_

**ACKNOWLEDGMENT:**  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the undersigned, a Notary Public in and for said County and State, came \_\_\_\_\_ of CEMBA 2, LLC, a \_\_\_\_\_ company, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such duty acknowledged the execution of the same to be the act and deed of said company.

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

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

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



SECTION 12-14-23  
VICINITY MAP  
SCALE 1" = 2000'

**DESCRIPTION:**  
A Replat of all of Lot 2, SADDLEWOOD APARTMENTS, FIRST PLAT and part of the Northeast One-Quarter of Section 12, Township 14 South, Range 23 East, in the city of Olathe, Johnson County, Kansas, both together being more particularly described as follows:  
Commencing at the Southwest corner of the said Northeast One-Quarter, thence North 03 degrees 52 minutes 21 seconds East, along the West line of the said Northeast One-Quarter, a distance of 469.37 feet, thence South 88 degrees 07 minutes 38 seconds East, a distance of 550.23 feet to a point of curvature on the East right of way line of Mainville Street as recorded in Book 7883 at Page 918, said point being the Point of Beginning, thence Northerly along the said East right of way line for the following two courses, along a curve to the right, having an initial tangent bearing of North 13 degrees 36 minutes 16 seconds East, a radius of 1000.00 feet, a central angle of 03 degrees 02 minutes 20 seconds and an arc length of 67.63 feet to a point of reverse curvature, thence along a curve to the left, having an initial tangent bearing of North 18 degrees 28 minutes 45 seconds East, a radius of 560.55 feet, a central angle of 22 degrees 29 minutes 21 seconds and an arc length of 236.31 feet to a point being the intersection of the said East right of way line of Mainville Street and the South right of way line of West 153RD Court as platred in said SADDLEWOOD APARTMENTS, FIRST PLAT, said point being the Northwest corner of said Lot 2, thence Easterly along the said South right of way line for the following two courses, North 01 degrees 24 minutes 19 seconds East, a distance of 107.66 feet to a point of curvature, thence along a curve to the right, tangent to the previous course and having a radius of 275.00 feet, a central angle of 21 degrees 23 minutes 23 seconds and an arc length of 102.66 feet, thence South 77 degrees 12 minutes 18 seconds East, a distance of 27.80 feet to a point of curvature, thence along a curve to the left, tangent to the previous course and having a radius of 250.00 feet, a central angle of 43 degrees 34 minutes 44 seconds and an arc length of 201.56 feet, thence North 39 degrees 12 minutes 57 seconds East, a distance of 44.89 feet to a point of curvature at the intersection of the said South right of way line and the West side right of way of South Brentwood Street as platred in SADDLEWOOD DOWNS, a subdivision of land in the said City of Olathe, said point being the Northeast corner of said Lot 2, thence Southeasterly along the said West side right of way line for the following four courses, along a curve to the left, having an initial tangent bearing of South 33 degrees 11 minutes 19 seconds East, a radius of 565.88 feet, a central angle of 15 degrees 03 minutes 50 seconds and an arc length of 156.67 feet, thence South 48 degrees 15 minutes 09 seconds East, a distance of 419.40 feet to a point of curvature, thence along a curve to the right, tangent to the previous course and having a radius of 520.00 feet, a central angle of 46 degrees 56 minutes 54 seconds and an arc length of 273.38 feet, thence South 02 degrees 41 minutes 45 seconds West, a distance of 15.44 feet, thence Southeasterly from said right of way North 90 degrees 30 minutes 00 seconds West, a distance of 617.22 feet, thence North 36 degrees 23 minutes 15 seconds West, a distance of 315.66 feet, thence North 79 degrees 07 minutes 12 seconds West, a distance of 258.61 feet to the Point of Beginning, and containing 9.977 acres, more or less.

**DEDICATIONS:**  
The undersigned proprietor of the described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat which subdivision shall hereafter be known as "SADDLEWOOD APARTMENTS, SECOND PLAT".  
An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to locate, construct and maintain or authorize the location, construction or maintenance and use of sanitary sewer pipes and structures upon, over and under the areas outlined and designated on this plat as "Sanitary Easement" or "S/E".  
An easement or license is hereby granted to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, electrical, sewer pipe, poles, wires, drainage facilities, ditches and cables, and similar utility facilities, upon, over and under the areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to the City of Olathe, Kansas, and other governmental entities as may be authorized by state law to use such easement for said purposes.  
A 10.00 foot wide "Utility Easement" or "U/E" is hereby dedicated to the City of Olathe, Johnson County, Kansas, adjacent to and parallel with the Right-of-Way of all public Streets.  
An easement or license is hereby granted to the City of Olathe, Johnson County, Kansas, to enter upon, construct and maintain pipes, rivets, manholes, surface drainage facilities relative to storm water drainage and sewers upon, over, or under the areas outlined and designated on this plat as "Drainage Easement" or "D/E".  
An easement or license is hereby granted to the Homes Association and the Developer or their authorized representatives, to enter upon, plant or construct and maintain, entry manholes, fences, trees, bushes, shrubs, water systems, berms, or any other materials or items related to landscaping, upon, or under those areas designated on this plat as "Landscape Easement" or "L/E".  
The undersigned proprietor of said property shown on this plat hereby certifies that all prior existing easement rights on land to be dedicated for public use and public ways and thoroughfares running to any person, utility or corporation have been absolved except that same person, utility or corporation shall retain whatever easement rights they would have as if located in a public street.

**RESTRICTIONS:**  
All landscaping and related materials that are planted or constructed within the adjacent Street right-of-way shall be maintained by the Property Owners, or their authorized representatives thereof.  
The use of all lots, units and properties in the subdivision shall hereafter be subject to the Declarations, which instruments are to be recorded in the Office of the Register of Deeds of Johnson County, Kansas, as provided above, and which shall hereby become a part of the dedication of this plat as though set forth herein.

**APPROVALS:**  
APPROVED by the Planning Commission of the City of Olathe, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chairman: C S VAKAS

APPROVED by the Governing Body of the City of Olathe, Johnson County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mayor: MICHAEL COPELAND Deputy City Clerk: DAVID F. BRYANT II, MMC

**NOTICE:**  
Figure photos of this subdivision include Stormwater Treatment Facilities, as defined and regulated in the Olathe Municipal Code. Restrictions on the use or alteration of the said Facilities may apply. This property is also subject to the obligations and requirements of the Stormwater Treatment Facility Maintenance Agreement approved by the City.

**LEGEND:**  
○ SET 1/2" REBAR W/ 5-54 CAP UNLESS OTHERWISE NOTED  
● FOUND MONUMENT AS NOTED  
- - - FOUND 1/2" REBAR WITH KSL'S 54 CAP UNLESS OTHERWISE NOTED  
- - - EXISTING PLAT AND RAW LINES  
- - - EXISTING LOT AND PROPERTY LINES  
- - - RIGHT-OF-WAY

**PRELIMINARY**

Aaron T. Reaser - Land Surveyor  
KSL 151435

**SCHLAGEL & ASSOCIATES, P.A.**  
Engineers • Planners • Surveyors • Landscape Architects  
1920 West 107th Street • Lenexa, Kansas 66215  
(913) 492-5158 • Fax: (913) 492-8400

**FINAL PLAT OF  
SADDLEWOOD APARTMENTS  
SECOND PLAT**

DATE: 11-21-2019  
DRAWN BY: JMT  
CHECKED BY: AR  
PROJ. NO. 19-010 SHEET NO. 1





Planning Division

**MINUTES****Planning Commission Meeting: January 13, 2020**

<b>Application:</b>	<b>FP19 0035:</b> Request approval for a final plat for Saddlewood Apartments, Second Plat containing two (2) lots on 9.98± acres; located in the vicinity of W 153rd Court and S Mahaffie Street.
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*A motion to approve FP19-0035 on the Consent Agenda was made by Comm. Fry and seconded by Comm. Youker, and passed with a vote of 7 to 0 with the following stipulations:*

- 1. The required excise fees must be submitted to the Planning Division prior to recording of the final plat.*
- 2. A stormwater maintenance agreement must be submitted prior to recording of the final plat.*





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 1/21/2020

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

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ITEM DESCRIPTION:  
Consideration of Consent Calendar.

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

---

FINANCIAL IMPACT:  
N/A

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ACTION NEEDED:  
Approve Consent Calendar for January 21, 2020.

---

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

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## City Council Information Sheet

Date: January 21, 2020

**ISSUE:** Consent Calendar for: January 21, 2020**DEPARTMENT:** Public Works**SUMMARY:****1) PROJECT COMPLETION CERTIFICATES**

- a) Lot 1 Johnson County Government Plaza – 5-D-057-18 – Waterlines
- b) 151<sup>st</sup> Street and Ridgeview Road Geometric Improvements – 3-C-112-17 – Street and 151<sup>st</sup> Street Mill and Overlay – 3-P-002-19 - Street

**2) CHANGE ORDERS**

- a) 151<sup>st</sup> Street and Ridgeview Road Geometric Improvements – 3-C-112-17 and 151<sup>st</sup> Street Mill and Overlay – 3-P-002-19

**3) FINAL PAYMENT TO CONTRACTORS**

- a) 151<sup>st</sup> Street and Ridgeview Road Geometric Improvements – 3-C-112-17 and 151<sup>st</sup> Street Mill and Overlay – 3-P-002-19

Final Payment	\$ 75,994.82
Paid to Date	\$ 5,190,578.83
Original Contract Amount	\$ 5,627,915.98
Total Change Orders	\$ (361,342.33)
Change Order 1: \$0.00 (7/18/2019)	
Change Order 2: \$0.00 (8/30/2019)	
Change Order 3: \$0.00 (10/10/2019)	
Change Order 4: \$0.00 (11/20/2019)	
Change Order 5 – FINAL: -\$361,342.33 (1/21/2020)	
Final Contract Amount	\$ 5,266,573.65
Contractor – Miles Excavating Inc.	

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





CHANGE ORDER NO: 5- FINAL  
 CITY PROJECT NO. 3-C-112-17/3-P-002-19  
 CONTRACT DATE: May 7, 2019  
 CONTRACTOR: Miles Excavating, Inc.  
 ENGINEER: George Butler Associates, Inc.

PROJECT NAME: 151st Street and Ridgeview Road Geometric Improvements  
 and 151st Street Mill and Overlay  
 ENCUMBRANCE NO. 701010

ITEM#	DESCRIPTION	Original QTY	REVISED QTY	UNIT	ORIGINAL UNIT	REVISED UNIT	TOTAL
					PRICE	PRICE	
7*****	2" ASPHALTIC SUPERPAVE SURFACE	1,690	1,804	TONS	\$78.18	N/A	\$8,912.52
9*****	10" ASPHALTIC BASE	1,155	1,318	TONS	\$83.71	N/A	\$13,644.73
11*****	7" CONCRETE COMMERCIAL DRIVE	620	667	SY	\$60.84	N/A	\$2,859.48
13*****	SUBGRADE REPAIR	279	158	SY	\$18.80	N/A	(\$2,274.80)
14*****	ASPHALT CRACK REPAIR	150	120	SY	\$69.45	N/A	(\$2,083.50)
18*****	TYPE "B" CONCRETE CURB AND GUTTER	3,708	4,491	LF	\$17.13	N/A	\$13,412.79
19*****	TYPE "E" CONCRETE MEDIAN CURB AND GUTTER	1,428	1,978	LF	\$17.13	N/A	\$9,421.50
22*****	STAMPED MEDIAN	676	740	SY	\$130.72	N/A	\$8,366.08
23*****	MEDIAN NOSE	5	7	EA	\$1,749.13	N/A	\$3,498.26
24*****	4" CONCRETE SIDEWALK	11,823	11,870	SF	\$7.79	N/A	\$366.13
25*****	TYPE I ADA RAMP	6	7	EA	\$1,401.81	N/A	\$1,401.81
33*****	REMOVE TREE	8	7	EA	\$1,326.96	N/A	(\$1,326.96)
35*****	4" SOLID YELLOW LINE (HPS-8)	1140	1,300	LF	\$1.33	N/A	\$212.80
37*****	6" BROKEN WHITE LINE (HPS-8)	670	636	LF	\$1.66	N/A	(\$56.44)
	6" DOTTED WHITE LANE DROP LINE	20	60	LF	\$1.11	N/A	\$44.40
38*****	(HPS-8 OR PREFORMED THERMO)						
40*****	6" SOLID WHITE LINE (HPS-8)	3,140	3,120	LF	\$1.66	N/A	(\$33.20)
	6" SOLID WHITE CROSSWALK LINE (HPS-8 OR						
41*****	PREFORMED THERMO)	950	825	LF	\$1.66	N/A	(\$207.50)
42*****	12" SOLID YELLOW LINE (HPS-8 OR PREFORMED THERMO)	50	42	LF	\$5.53	N/A	(\$44.24)
	24" SOLID WHITE STOP LINE (HPS-8 OR PREFORMED						
43*****	THERMO)	320	272	LF	\$11.06	N/A	(\$530.88)
48*****	LEFT-RIGHT ARROW (HPS-8 OR PREFORMED THERMO)	1	0	EA	\$276.45	N/A	(\$276.45)
74*****	WATER SERVICE RECONNECT	4	5	EA	\$1,925.33	N/A	\$1,925.33
83*****	3.5" MILL	47,795	48,167	SY	\$5.42	N/A	\$2,016.24
84*****	2" ASPHALTIC SUPERPAVE SURFACE	5,305	5,355	TONS	\$71.55	N/A	\$3,577.50
85*****	1.5" ASPHALTIC SUPERPAVE LEVELING COURSE	3,979	3,285	TONS	\$78.35	N/A	(\$54,388.22)
86*****	10" ASPHALTIC BASE	795	786	TONS	\$83.71	N/A	(\$753.39)
87*****	HYBRID PAVING MAT	47,795	48,167	SY	\$2.49	N/A	\$926.28
90*****	CONCRETE JOINT REPAIR	1,900	5.5	SY	\$172.78	N/A	(\$327,331.71)
92*****	REMOVE 5' CONCRETE SIDEWALK	582	629	LF	\$5.83	N/A	\$274.01
94*****	REMOVE 7" CONCRETE COMMERCIAL DRIVE	213	260	SY	\$24.82	N/A	\$1,166.54
95*****	REMOVE MEDIAN CURB	4,639	5,189	LF	\$10.99	N/A	\$6,044.50
96*****	REMOVE TYPE "B" CURB AND GUTTER	4,867	5,650	LF	\$11.00	N/A	\$8,613.00
104*****	REMOVE MEDIAN NOSE	10	12	EA	\$1,665.99	N/A	\$3,331.98
107*****	REPLACE 8' SHARED USE PATH	179	204	LF	\$42.62	N/A	\$1,065.50
108*****	REPLACE 7" CONCRETE COMMERCIAL DRIVE	39	0	SY	\$53.32	N/A	(\$2,079.48)
109*****	REPLACE MEDIAN CURB	4,356	4,418	LF	\$22.28	N/A	\$1,381.36
111*****	REPLACE TYPE "B" CURB AND GUTTER	3,279	3,461	LF	\$22.28	N/A	\$4,054.96
113*****	REPLACE INLET TOP	3	9	EA	\$938.67	N/A	\$5,632.02
114*****	REPLACE STANDARD CURB INLET	6	2	EA	\$3,690.82	N/A	(\$14,763.28)
115*****	REPLACE JUNCTION BOX	2	0	EA	\$3,690.82	N/A	(\$7,381.64)
122*****	4" SOLID YELLOW LINE (HPS-8)	190	108	LF	\$1.33	N/A	(\$109.06)
123*****	6" BROKEN WHITE LINE (HPS-8)	2,920	2,828	LF	\$1.66	N/A	(\$152.72)
	6" DOTTED WHITE EXTENSION LINE (HPS-8 OR PREFORMED						
124*****	THERMO)	360	340	LF	\$1.66	N/A	(\$33.20)
125*****	6" SOLID WHITE LINE (HPS-8)	7,180	7,344	LF	\$1.66	N/A	\$272.24
	6" SOLID WHITE CROSSWALK LINE (HPS-8 OR PREFORMED						
126*****	THERMO)	1,590	1,582	LF	\$5.53	N/A	(\$44.24)
129*****	24" SOLID WHITE LINE (HPS-8 OR PREFORMED THERMO)	560	542	LF	\$22.12	N/A	(\$398.16)
	REINFORCING STEEL (REPAIR)(GRADE 60)(EPOXY COATED)						
140*****	(SET PRICE)	1	0	LBS	\$3.32	N/A	(\$3.32)
141*****	AREA PREPARED FOR PATCHING	13	45	SY	\$469.96	N/A	\$15,038.72



142*****	AREA PREPARED FOR PATCHING(FULL DEPTH)	10	0	SY	\$587.46	N/A	(\$5,874.60)
146*****	REINFORCING STEEL (REPAIR)(GRADE 60)(EPOXY COATED)(SET PRICE)	1	0	LBS	\$3.32	N/A	(\$3.32)
147*****	AREA PREPARED FOR PATCHING	15	10	SY	\$469.96	N/A	(\$2,349.80)
148*****	AREA PREPARED FOR PATCHING(FULL DEPTH)	10	0	SY	\$587.46	N/A	(\$5,874.60)
153*****	REINFORCING STEEL (REPAIR)(GRADE 60)(EPOXY COATED) (SET PRICE)	1	0	LBS	\$3.32	N/A	(\$3.32)
154*****	AREA PREPARED FOR PATCHING	12.00	13.65	SY	\$469.96	N/A	\$775.44
155*****	AREA PREPARED FOR PATCHING(FULL DEPTH)	10	0	SY	\$587.46	N/A	(\$5,874.60)
164*****	REINFORCING STEEL (REPAIR)(GRADE 60)(EPOXY COATED) (SET PRICE)	1	0	LBS	\$3.32	N/A	(\$3.32)
165*****	AREA PREPARED FOR PATCHING	21	10.75	SY	\$469.96	N/A	(\$4,817.09)
166*****	AREA PREPARED FOR PATCHING(FULL DEPTH)	10	0	SY	\$587.46	N/A	(\$5,874.60)
171*****	FLOWABLE FILL (LOW STRENGTH)	15	0	CY	\$183.48	N/A	(\$2,752.20)


DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$5,627,915.98
Net change by Previous Change Orders	\$0.00
The Contract Sum Prior to This Change Order Was	\$5,627,915.98
Remaining Owner's Allowance	(\$31,878.61)
Total Change Order Amount	(\$329,463.72)
The Contract Sum Shall be <del>(Unchanged)</del> <del>(Increased)</del> <b>Decreased</b>	
by This Change Order.....	(\$361,342.33)
The New Contract Sum With All Approved Change Orders Will Be.....	\$5,266,573.65
Original Contract Time.....	N/A days
The Contract time Will Be	
<b>Unchanged</b> <del>(Increased)</del> <del>(Decreased)</del> By.....	N/A days
The Contract Time With All Approved Change Orders is	N/A days
The Day of Final Completion as of the	
Date of This Change Order Therefore Is.....	N/A

RECOMMENDED

City of Olathe Public Works

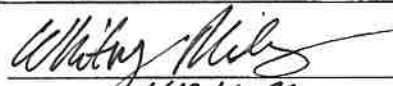
Project Manager - Neil Meredith

By:   
Date: 1/10/2020

APPROVED

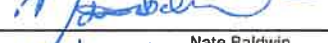
Miles Excavating, Inc.

Contractor

By:   
Date: 1/12/2020

APPROVED

CITY OF OLATHE, ASSISTANT CITY ENGINEER

By:   
Date: 1/10/20  
Nate Baldwin

By: \_\_\_\_\_ AGREEMENT TO THIS \_\_\_\_\_ day of \_\_\_\_\_ 2020  
City Clerk





# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 1/21/2020

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**DEPARTMENT:** Public Works

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

**SUBJECT:** Authorization of the 2021 Street Reconstruction Program, PN 3-R-000-21.

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**ITEM DESCRIPTION:**

Consideration of Resolution No. 20-1014 authorizing the 2021 Street Reconstruction Program, PN 3-R-000-21

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**SUMMARY:**

The Street Reconstruction Program provides for full reconstruction of streets that are deteriorated to a condition beyond preventative maintenance provided by the Street Preservation Program. The 2021 Street Reconstruction Program includes the following 9 primary street locations and 2 alternate street locations:

- S. Troost Street, from Wabash Street to Park Street
- S. Stevenson Street, from Sheridan Street to Cedar Street
- S. Walker Street, from Stevenson Street to east end at bridge
- E. Grace Terrace, from Stevenson Street to east end cul-de-sac
- E. & W. Spruce Street, from Kansas Avenue to Woodland Road
- N. Cherry Street, from Poplar Street to Spruce Street
- E. Poplar Street, from Cherry Street to Woodland Road
- N. Chestnut Street, from Santa Fe Street to Poplar Street
- W. 107<sup>th</sup> Street, from pavement change to west cul-de-sac
- S. Highland Circle, from 250' west of Oakcrest Lane to 102<sup>nd</sup> Street (Alternate)
- S. Highland Circle, from Highland Circle to south cul-de-sac (Alternate)

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

The 2021 Street Reconstruction Program is being authorized now so the 9 primary street locations can begin design in 2020 to provide for construction by 2021. Alternate street locations may be designed and constructed depending on available funding upon completion of the bids for the 9 primary street locations.

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**FINANCIAL IMPACT:**

Funding for the 2021 Street Reconstruction Program, as approved in the 2019 Capital Improvement Plan, includes.

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



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**MEETING DATE:** 1/21/2020

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**ACTION NEEDED:**

Approval of Resolution No. 20-1014 authorizing the 2021 Street Reconstruction Program, PN 3-R-000-21.

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**ATTACHMENT(S):**

A: Resolution

B: Project Location Map



**RESOLUTION NO. 20-1014****A RESOLUTION AUTHORIZING THE 2021 STREET RECONSTRUCTION PROGRAM,  
PROJECT NUMBER 3-R-000-21.****BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OLATHE,  
KANSAS:**

**SECTION ONE:** Pursuant to the authority of Charter Ordinance No. 74 of the City, the Governing Body of the City of Olathe ("City") hereby authorizes the 2021 Street Reconstruction Program, PN 3-R-000-21 ("Program"). Such Program includes the following 9 primary street locations and 2 alternate locations in the City of Olathe:

- S. Troost Street, from Wabash Street to Park Street
- S. Stevenson Street, from Sheridan Street to Cedar Street
- S. Walker Street, from Stevenson Street to east end at bridge
- E. Grace Terrace, from Stevenson Street to east end cul-de-sac
- E. & W. Spruce Street, from Kansas Avenue to Woodland Road
- N. Cherry Street, from Poplar Street to Spruce Street
- W. Poplar Street, from Cherry Street to Woodland Road
- N. Chestnut Street, from Santa Fe Street to Poplar Street
- W. 107<sup>th</sup> Street, from pavement change to west cul-de-sac
- S. Highland Circle, from 250' west of Oakcrest Lane to 102<sup>nd</sup> Street (Alternate)
- S. Highland Circle, from Highland Circle to south Cul-de-Sac (Alternate)

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

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

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

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



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

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

**ADOPTED** by the Governing Body this 21st day of January 2020.

**SIGNED** by the Mayor this 21st day of January 2020.

\_\_\_\_\_  
Mayor

**ATTEST:**

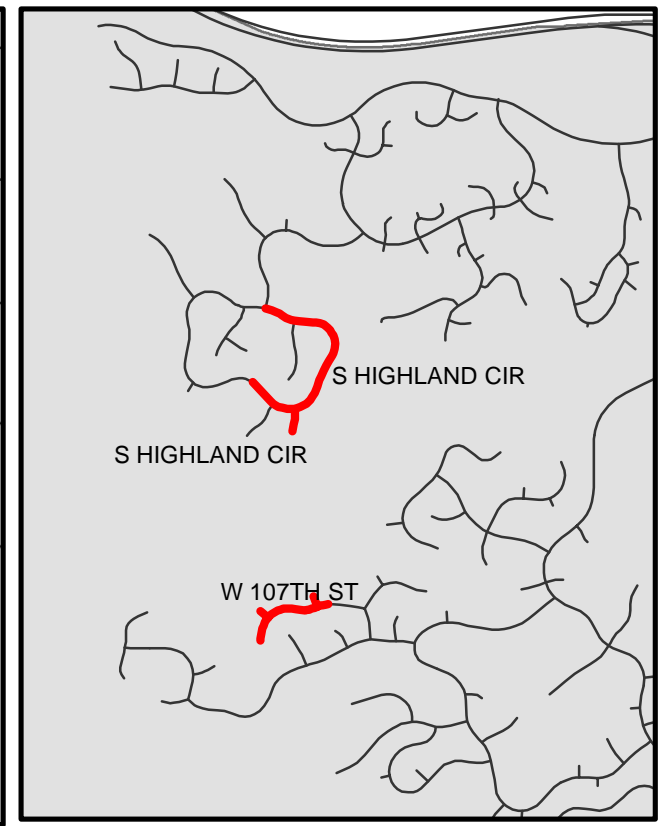
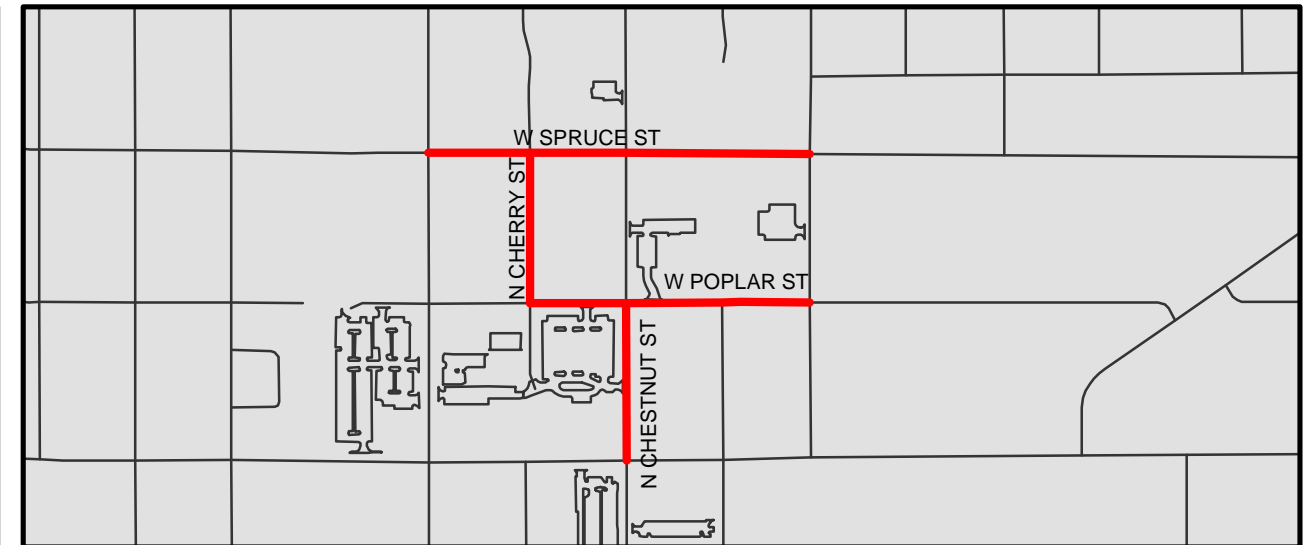
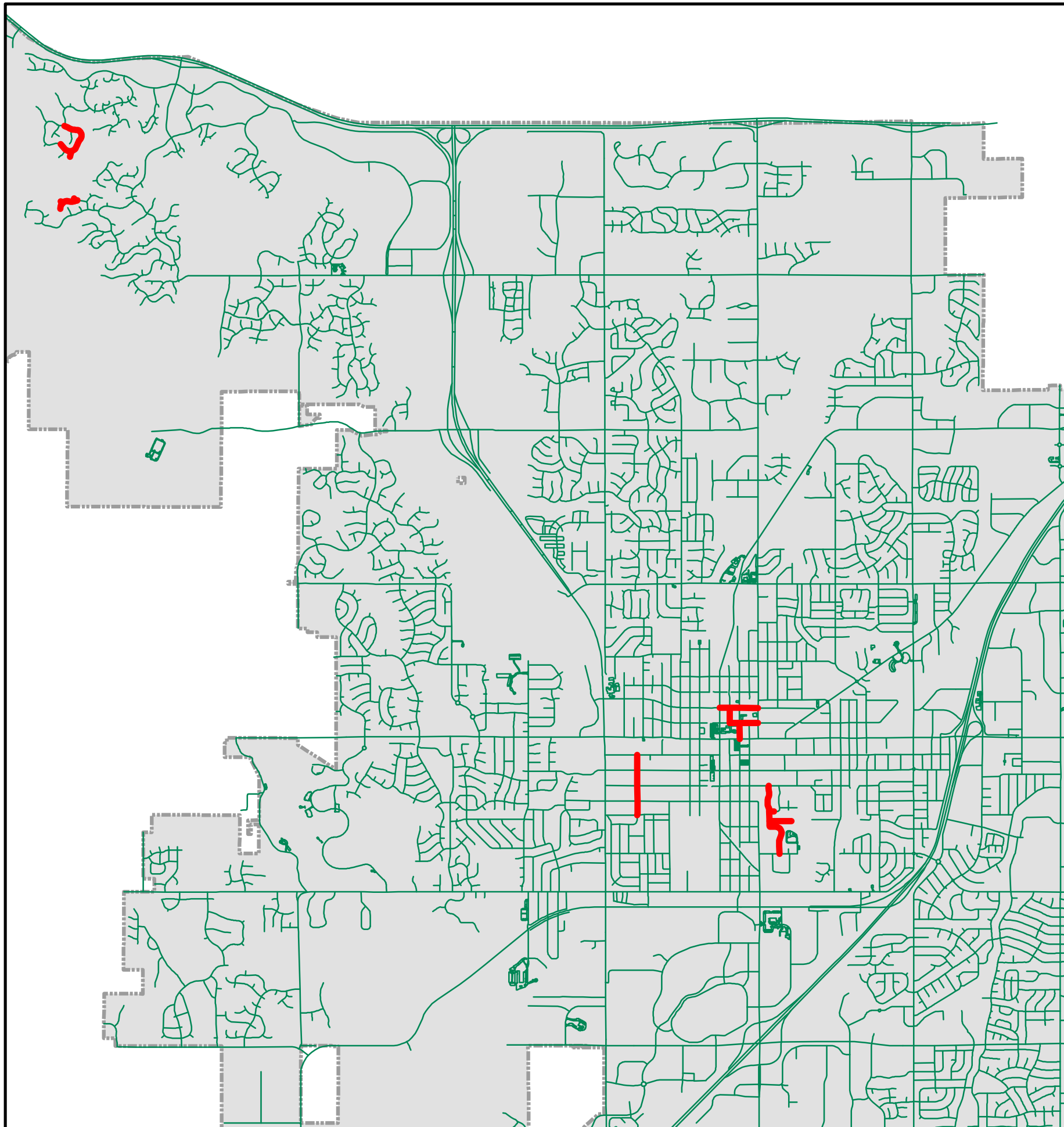
\_\_\_\_\_  
City Clerk

(SEAL)

**APPROVED AS TO FORM:**

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









# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 1/21/2020

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DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with HNTB Corporation for design of the Downtown Streets Improvements Project, PN 3-R-001-21.

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### ITEM DESCRIPTION:

Consideration of a Professional Services Agreement with HNTB Corporation for design of the Downtown Streets Improvements Project, PN 3-R-001-21.

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### SUMMARY:

On November 25, 2019, the City advertised a Request for Qualifications (RFQ) for engineering companies to provide design services to improve four downtown streets. Five (5) firms responded to the RFQ. After reviewing all proposals, the selection committee chose HNTB Corporation as the most qualified firm.

The \$339,990 Professional Services Agreement provides engineering services necessary for design of the reconstruction project, including survey of existing conditions, utility coordination, public involvement, acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for any right-of-way or easements, development of construction plans in accordance with Olathe design standards and specifications, cost estimates, assistance with bidding of project for construction, and assistance as needed throughout construction.

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

It is anticipated that design will begin immediately following approval of this agreement. Staff anticipates bringing a construction contract for the first phase of improvements to the City Council for consideration in Summer 2020. Improvements for all phases are expected to be completed by the end of 2021.

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### FINANCIAL IMPACT:

This project is funded from the City of Olathe's 2021 Street Reconstruction Program authorized on January 21, 2020. Authorized revenue for the 2021 Street Reconstruction Program includes:

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

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### ACTION NEEDED:

Approval of a Professional Services Agreement with HNTB Corporation for design of the Downtown

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MEETING DATE: 1/21/2020

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Streets Improvements Project, PN 3-R-001-21.

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ATTACHMENT(S):

A: Professional Services Agreement

B: Project Location Map



## **PROFESSIONAL SERVICES AGREEMENT**

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

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

### **Downtown Streets Improvements Project** **Project No. 3-R-001-21**

The Project is more fully described in **Exhibit A** (attached hereto and incorporated herein by reference).

By executing this Agreement, Consultant represents to City that Consultant is professionally qualified to perform services on this Project and is licensed to practice engineering by all public entities having jurisdiction over Consultant and the Project.

### **SECTION I - DEFINITIONS**

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto. All terms defined in the most recent version of the Engineers Joint Contract Documents Committee (EJCDC) Standard General Conditions of the Construction Contract (the "General Conditions") adopted by City will have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement will prevail in the interpretation of this Agreement.

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

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

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

**"Construction Cost"** means and includes but is not limited to the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed in connection with the Project, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to a construction contractor or contractors, but such cost will



not include Consultant's fee, or any other payments to Consultant as set forth herein, and will not include cost of land or rights-of-way and easement acquisition.

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

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

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

"Project" is as above described.

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

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

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

"Traffic Control Plan" means a specific plan that includes but is not limited to signing; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection made in accordance with the City's technical specifications.

## **SECTION II - COMPENSATION**

### **A. FEES & EXPENSES**

1. Total Fee: City agrees to pay Consultant an amount not to exceed \$339,990, including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to



City monthly as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of \$53,545 for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

**B. SERVICES BEYOND THE SCOPE OF SERVICES**

1. Change in Scope: For modifications in authorized Project scope, modifications of drawings, or modifications to specifications previously accepted by City, when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per **Exhibit C**; provided, however, that any increase in fee or extension of time for Consultant to complete the services must be approved by City in writing. Consultant will correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence or other actionable fault.
2. Additional Services: Consultant will provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as **Exhibit C**. Such Additional Services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consultant, providing services necessitated in the event the Professional Services are suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.
3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If Consultant is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit C**. Consultant will not be paid extra by City if Consultant's appearance is to defend its Professional Services.



## **C. BILLING & PAYMENT**

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

## **D. SCHEDULE**

All services must be completed on or before December 31, 2022.

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

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

### **A. PRELIMINARY DESIGN PHASE**

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B and D**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.
3. Preliminary Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on the preliminary design and at subsequent design review



submittals as specifically requested by City. Because Consultant has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.

4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
5. Permits and Right-of-Way: These Professional Services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities, and providing City with documents for right-of-way and/or easement acquisition necessary for the construction of the improvement, unless eminent domain proceedings are required to secure the right-of-way and/or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. City will be responsible for acquiring the necessary Right-of-Way or Easements, unless otherwise agreed upon between City and Consultant. A property map of the areas needed to be acquired, and other necessary information related to such acquisition, will be provided by Consultant with copies of the preliminary construction plans to the Project Manager. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans. Consultant will also provide any necessary ownership and encumbrance (O&E) documents.
6. Permits and Right-of-Way: These Professional Services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities. Consultant will provide City with executed documents for any right-of-way or easements necessary for the construction of the improvement, unless eminent domain proceedings are required to secure any necessary right-of-way or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. City will be responsible for acquiring the necessary Right-of-Way or easements, unless otherwise agreed upon between City and Consultant. A property map of the areas needed to be acquired, and other necessary information related to such acquisition, will be provided by Consultant with copies of the preliminary construction plans to the Project Manager. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans. Consultant will also provide any necessary ownership and encumbrance (O&E) documents.



**B. FINAL DESIGN PHASE**

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

**C. BIDDING PHASE**

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



construction cost and the Parties shall mutually agree in writing the amount of any adjustments to the Total Fee and/or Schedule required as a result of such revision.

**D. CONSTRUCTION PHASE**

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will, if set forth in Exhibit B, assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.
2. Services: The Professional Services provided during this phase are set out in **Exhibit B**, both attached hereto and incorporated by reference.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consultant agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consultant's errors or omissions or clarify Consultant's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consultant, or are beyond Consultant's control, both Parties agree to negotiate an equitable payment to Consultant for Consultant's Professional Services rendered, which will be accomplished through a Change Order.
4. Staking: Unless otherwise provided, staking must be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consultant's involvement during the construction phase, Consultant observes or otherwise becomes aware of any defect in the work, Consultant will give prompt written notice to City of such defects and their approximate location on the Project. However, Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected



by City to construct the Project.

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

#### **E. GENERAL DUTIES AND RESPONSIBILITIES**

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Tim Morgan, HNTB. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
3. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
4. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first



obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.

5. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data prepared and furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.
6. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
7. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

#### **SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES**

##### **A. COMMUNICATION**

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



**B. ACCESS**

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

**C. DUTIES**

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

**D. PROGRAM AND BUDGET**

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

**E. ADMINISTRATIVE SERVICES**

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

**F. BOND FORMS**

City will furnish all bond forms required for the Project.

**G. PROJECT REPRESENTATIVE**

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

**H. RIGHT TO RELY**

Notwithstanding anything to the contrary contained herein, City represents to Consultant that Consultant may reasonably rely on any content, information, materials, and documents provided by City, or any other Project participants, in connection with Consultant's performance of the Professional Services pursuant to this Agreement. City further represents that Consultant shall not be responsible for verifying or ensuring such content, information, materials, and documents do not violate or infringe any law or other third party rights. City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, information, materials, or documents. Consultant shall not be liable for any errors,



omissions, or deficiencies in Consultant's Professional Services resulting from inaccurate or inadequate content, information, materials, and documents furnished by City.

## **SECTION V - GENERAL PROVISIONS**

### **A. TERMINATION**

1. **Notice:** City reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Consultant, by providing fifteen (15) days' written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant will, at City's option as contained in the notice: (1) immediately cease all Professional Services; (2) provide a cure or submit a plan for cure in the case of City's notice for cause; or (3) meet with City and, subject to City's approval, determine what Professional Services will be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of City. Consultant will also provide to City copies of all drawings and documents completed or partially completed at the date of termination for which Consultant has been fully paid. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Consultant must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

City of Olathe  
Attn: Nico Estrada-Stephen  
P.O. Box 768  
1385 S. Robinson Drive  
Olathe, KS 66051-0768

HNTB Corporation  
Attn: Ben Will  
7400 W. 129<sup>th</sup> St., Suite 100  
Overland Park, KS 66213

2. **Compensation for Convenience Termination:** If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. **Compensation for Cause Termination:** If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of



the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.

4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

## **B. DISPUTE RESOLUTION**

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

## **C. OWNERSHIP OF CONSULTANT DOCUMENTS**

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will, upon full payment to Consultant therefor, become the property of City, if Consultant's copyrighted instruments will remain in the ownership of Consultant if Consultant, at Consultant's sole discretion, may so identify them by appropriate markings. The Parties agree and acknowledge that the Consultant Documents are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of the Project or on any project, however, provided that Consultant is paid in full for its Professional Services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others. Notwithstanding anything to the contrary contained herein, any tools,



systems or information used by Consultant to provide the Professional Services hereunder, including computer software (object code and source code), know-how, methodologies, equipment or processes and the intellectual property inherent therein and appurtenant thereto, shall remain the sole and exclusive property of Consultant or its suppliers. Additionally, the Parties agree that any Consultant Documents or work product provided on electronic media is for convenience only and the City's reliance on such Consultant Documents and/or work product stored on electronic media is limited to the printed copies that are signed or sealed by Consultant and any electronic copies thereof. If there is a discrepancy between the electronic copies and the hard copies, the hard copies shall govern.

#### **D. INSURANCE**

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit E (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit F – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

#### **E. INDEMNITY**

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.



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

**F. AFFIRMATIVE ACTION/OTHER LAWS**

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
  - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
  - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
  - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;



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

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

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

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

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



**I. NO THIRD-PARTY BENEFICIARIES**

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

**J. INDEPENDENT CONTRACTOR**

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

**K. DELIVERABLES**

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

**L. Intentionally Omitted**

**M. COVENANT AGAINST CONTINGENT FEES**

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



its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **N. COMPLIANCE WITH LAWS**

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

#### **O. TITLES, SUBHEADS AND CAPITALIZATION**

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

#### **P. SEVERABILITY CLAUSE**

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

#### **Q. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION**

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

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

***[The remainder of this page is intentionally left blank.] (If this sentence is on a page by itself, remove this entire paragraph.)***



**R. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

**CITY OF OLATHE, KANSAS**

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


ATTEST:

\_\_\_\_\_  
City Clerk  
  
(Seal)

APPROVED AS TO FORM:

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

HNTB Corporation

By:   
Tim Morgan, Vice President  
7400 W. 129<sup>th</sup> St., Overland Park, KS 66213



**TABLE OF CONTENTS  
OF EXHIBITS**

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



**EXHIBIT A**  
**Description of Project & Map**



**Downtown Streets Improvements Project (3-R-001-21):** This overall project is part of and funded by the 2021 Olathe Street Reconstruction Program. It consists of three separate project phases as outlined in the map on the next sheet with other portions being merged in with the ongoing 2-C-030-18 Mill Creek Stormwater Improvements Project. The project phases are planned to align with the Mill Creek Stormwater Improvements, new Johnson County Courthouse scheduled opening, and the future library/mixed use site all in the general project area. The three phases include reconstruction of the following downtown Olathe Streets and will be planned to be bid as three separate projects:

Phase 1 - Cherry Street: Poplar St. to north of Spruce St and Poplar Street: Cherry St. to Mill Creek Limits

Phase 2 - Spruce Street: Kansas Ave. to Mill Creek Limits

Phase 3 - Chestnut Street: Santa Fe St. to Poplar St.

Designed improvements will include removal of the existing street, installation of subgrade improvements, asphalt pavement, concrete curb and gutter, driveway approaches, sidewalks and ADA sidewalk ramps, streetlight installation, traffic signal improvements (Spruce at Kansas), stormwater, water and sanitary sewer improvements. Other design elements of the project include constructing new westbound left and right turn lanes at the Spruce Street and Kansas Avenue intersection. Additionally, the City of Olathe would like to provide 5-foot-wide sidewalk connectivity and ADA compliance where feasible within the project area.

Design services will include survey of existing conditions, utility coordination, public involvement, acquisition documentation (title reports, surveyed exhibits, easement documents) for right of-way or easements, developing construction plans in accordance with Olathe design standards and specifications, cost estimates, assistance with bidding of projects for construction and assistance during construction as defined in Exhibit B. Coordination with several other downtown area projects will also be required, including matching up with design by others, utility coordination and construction schedules.

All improvements will meet the project specific design criteria established by the City and HNTB. The detailed scope of services is attached in Exhibit B.



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



**Downtown Streets Improvements Project (3-R-001-21):** HNTB's scope of services includes Preparing Preliminary Design Plans, Utility Relocation Coordination, Final Plan Preparation (3 plan sets), Bidding Services Assistance, and Construction Engineering Services Assistance. In addition to HNTB's services, Kaw Valley Engineering, Inc. will provide applicable survey services. HNTB and Kaw Valley's scope of services are detailed in the following scope and fee documents. The following assumptions apply to this project's Scope of Services:

### **Scope Assumptions**

- The City will provide AIMS mapping and aerial photography
- It is assumed that this project will be designed as one project but will be split and bid as three separate phases and plan sets.
- Design Criteria - Improvements developed will be designed in conformity with the appropriate City of Olathe, State and Federal design criteria as set forth in the current versions of the standard design documents. Exceptions will be noted and clearly communicated to the City of Olathe.
- Design Surveys - HNTB will contract with Kaw Valley Engineering (KVE) for surveying services. KVE will perform field surveys including establishing horizontal and vertical control, benchmarks, field located utilities, and full topography survey encompassing the project area. See KVE's attached Scope Services for additional details and assumptions.
- Right-of-Way - Kaw Valley Engineering will provide existing right-of-way and ownership and encumbrance reports as outlined in their attached scope of services. KVE will prepare legal descriptions and HNTB will prepare front end documents and tract map exhibits, combine and submit all applicable acquisition documents to the City of Olathe. HNTB will not be involved with direct land acquisition or appraisal proceedings as part of this contract. Olathe will handle the appraisals and acquisition process with only minor coordination assistance by HNTB.
- It is assumed that there will be no waterline relocation included with this project.
- It is assumed that approximately 430 feet of sanitary sewer will require rehabilitation or reconstruction. No other sanitary work is expected.
- Permitting scope of services is limited to preparation of the NPDES permit applications (assumes Phases 1 and 2 only) and the SWPPP permit assembly for use by the contractor. Assumes NPDES application fees to be paid by the City.
- Erosion and Sediment Control design is limited to plan layouts of the turn lane widening areas at Spruce Street and Kansas Avenue and inclusion of City of Olathe standard details. No design is provided for phased erosion and sediment control.
- Geotechnical – No geotechnical investigations or recommendations are part of the project.
  - The City shall provide pavement and subgrade design assuming Olathe standard details.
  - It is assumed that retaining walls will be integral sidewalk retaining walls (ISRWs) and will use City of Olathe standard details.
  - No underdrain will be installed with this project.
- Utility Coordination
  - HNTB will coordinate utility relocations for the project.
  - HNTB will provide plan drawings to utility companies and will provide coordination services as outlined in the scope of services.
  - Utility relocation plans will be developed by utility companies.



## Scope of Services

## Exhibit B

- HNTB will not design any utility relocations such as waterline, gas, phone, power, sanitary sewer, etc. under this agreement except as noted in Exhibit B.
  - Monitoring of utility relocations is not included in this scope and fee. It is assumed that the City will do this monitoring.
  - The City will contract separately for any potholes that are necessary.
- Public Involvement/Stakeholder Engagement – Public meetings and involvement level of effort is detailed in the Exhibit B Scope of Services. HNTB will plan and organize logistics for public informational meeting including meeting notices, display boards, comment forms, sign in sheets, and public comment summarization. Additional project meetings and individual stakeholder meetings are detailed in the Exhibit B Scope of Services.
- The City of Olathe will provide a field implementation of the new signal timings.
- Assumes that no modification to the existing fiber optic interconnect is required.
- Traffic Control and Sequencing design is limited to general plan layouts with general notes and City of Olathe standard details. No design is provided for phased construction.
- Fencing/Private Features/ROW Acquisition – Fencing plans are not included in the construction plans other than potential replacement notes on the plan sheets. Disturbance to existing monuments (HOA or otherwise) and other private landscape features will be compensated during the acquisition process and will not require design effort by HNTB.
- No aesthetics or landscaping design is assumed for this project.
- Cost Estimates - If all bids exceed HNTB's final cost estimate, and the City of Olathe chooses to revise the project scope or specifications, or both, as necessary to reduce the construction cost, then HNTB and the City of Olathe shall mutually agree in writing to the amount of any adjustments to the total fee and/or schedule required as a result of such revisions.
- Construction staking, construction observation or administration are not included in this scope of services.

## Deliverables

The following Deliverables will be developed:

- Field Check Plans for all 3 phases
- Right-of-Way Documents for all 3 phases
- Final Plans and Specs for Bidding for all 3 phases

## Schedule

- Assumed Notice to Proceed (NTP) – January 22, 2020
- Phase 1 Field Check Plans – March 20, 2020
- Phase 1 Right-of-Way Documents – April 3, 2020
- Phase 1 Final Plans – May 1, 2020
- Phase 1 Assumed Advertise for Construction – June 5, 2020
- Phase 1 Assumed Open Construction Bids – July 21, 2020
- Phase 1 Assumed Construction Contract Award by City Council – August 5, 2020
- Phase 1 Assumed Construction Notice to Proceed – August 31, 2020



## **Scope of Services**

## **Exhibit B**

- Phase 2 and 3 Field Check Plans – May 29, 2020
- Phase 2 and 3 Right-of-Way Documents – July 31, 2020
- Phase 2 and 3 Final Plans – September 25, 2020
- Phase 2 and 3 Advertisement and Construction - TBD

The above schedule shall be adjusted based on right-of-way and/or utility relocations. If changes are encountered during design the schedule will be updated accordingly.



**EXHIBIT B - Scope of Services - 3-R-001-21**

<b>Downtown Streets Improvements Project 1/3/2020</b>		<b>Project Manager</b>	<b>Senior Technical Advisor</b>	<b>Project Engineer</b>	<b>Engineer</b>	<b>Technician</b>	<b>Total</b>	<b>Total Costs</b>
<b>Item of Work</b>		<b>\$195</b>	<b>\$210</b>	<b>\$145</b>	<b>\$115</b>	<b>\$140</b>		
<b>Preliminary Design and Right of Way of Development Phases 1-3</b>								
<b>1.1</b>	<b>Preliminary Roadway Design</b>							
1.1.1	Survey planning, Kaw Valley coordination, set up files, field check of topo survey	1		12	8	8	29	\$ 3,975
1.1.2	Incorporate existing right-of-way parcel line work and property owner names and addresses to base mapping. Assumes 35 total tracts and 18 tracts with 24 easement descriptions needed.				4	8	12	\$ 1,580
1.1.3	Confirm design criteria for the project and discuss with the City	1	1	2			4	\$ 695
1.1.4	Develop typical sections and details for roadway reconstruction for all 3 phases	1	1		8	4	14	\$ 1,885
1.1.5	Develop roadway horizontal and vertical geometry for Phases 1-3 street reconstruction (includes roadside protection considerations, assumes minor raises, tie-ins with existing and/or proposed Mill Creek Improvements)	1	2	8	32	4	47	\$ 6,015
1.1.6	Horizontal layout including determination of taper and storage lengths for westbound left and right turn lanes on Spruce Street at Kansas Ave. and consideration of eastbound turn lanes with future projects	1		4	8	2	15	\$ 1,975
1.1.7	Evaluate grading and retaining wall options. Assume 2 integral sidewalk retaining wall (ISRW) locations and/or replacing existing stone/railroad tie walls. Assumes no structural design.		1	2	4	2	9	\$ 1,240
1.1.8	Develop horizontal and vertical geometry for addition of 5' wide sidewalk on the south side of Spruce (Kansas to Mill Creek Limit) and sidewalk connection on east side of Chestnut (Spruce to Mill Creek Limit)		2	8	16		26	\$ 3,420
1.1.9	Develop horizontal and vertical geometry for reconstruction of 22 sidestreets/entrances/driveways associated with Phases 1-3 and create Entrance Profile Sheets			12	24	8	44	\$ 5,620
1.1.10	Title Sheet, General Notes, Survey Reference Sheet, Alignment Detail Sheet (assumes 3 plan sets)	1		4	12	12	29	\$ 3,835
1.1.11	Develop plan and profile sheets (plan scale 1"=10') for roadway reconstruction improvements (assumes 12 total sheets of reconstruction plan/profile)	1		6	28	48	83	\$ 11,005
1.1.12	Create roadway model, surfaces, and roadway cross sections for Phases 1-3 roadway reconstruction limits (assumes 25' intervals)	1	1	16	40	4	62	\$ 7,885
1.1.13	Develop grading / construction limits	1		4	8	2	15	\$ 1,975
1.1.14	Create intersection detail sheets including curb return details and ADA Sidewalk improvements. Assumes 28 curb returns and ADA Ramp locations. Assumes ramp vertical is determined by Contractor.	1		16	60	12	89	\$ 11,095
1.1.15	Addition of existing storm sewer inlets and cross road pipes at Poplar and Chestnut. (Assumes approximately 3 inlets and pipes)			4	8	2	14	\$ 1,780
1.1.16	Storm Sewer improvements for addition of turn lanes @ Spruce and Kansas (Extension of cross road pipes and installation of new curb inlets) (Analysis will be performed to determine if upstream inlets are needed due increased spread)			4	8	2	14	\$ 1,780
1.1.17	Storm Sewer Pipe Profiles including HGLs and Utility Crossings and create Drainage Calculation Table, Drainage Area Map			2	8	2	12	\$ 1,490
1.1.18	Sanitary Sewer Plan and Profile Sheets (Scale 1"=20') (Cherry Street - Spruce to Poplar - Assumes 430 feet)			6	12	12	30	\$ 3,930
1.1.19	Preliminary Quantities and Cost Estimate for Phases 1-3 (assumes separate cost estimates for the 3 phases)	1	2	16	40		59	\$ 7,535
1.1.20	Senior Technical Review / Milestone Plan Review (assumes 3 preliminary plan sets)		12				12	\$ 2,520
1.1.21	Prepare exhibits for Meetings throughout Preliminary Design	1		4		8	13	\$ 1,895
1.1.22	Submit three (3) half-size sets of preliminary plans to City for review (assumes 3 preliminary plan sets)	2		2		6	10	\$ 1,520
<b>Preliminary Roadway Design</b>		<b>14</b>	<b>22</b>	<b>132</b>	<b>328</b>	<b>146</b>	<b>642</b>	<b>\$ 84,650</b>
<b>1.2</b>	<b>Preliminary Street Lighting and Traffic Signal Design</b>							
1.2.1	Preliminary Street Lighting Installation Plan			32		8	40	\$ 5,760
1.2.2	Preliminary Traffic Signal Modification Plan (Spruce and Kansas)		2	20		8	30	\$ 4,440
1.2.3	Street Lighting and Traffic Signal Quantities and Cost Estimate		2	4			6	\$ 1,000
1.2.4	Senior Technical Review / Milestone Plan Review (Lighting and Signals)		4				4	\$ 840
<b>Preliminary Street Lighting and Traffic Signal Design</b>			<b>8</b>	<b>56</b>		<b>16</b>	<b>80</b>	<b>\$ 12,040</b>
<b>1.3</b>	<b>Utility Coordination</b>							
1.3.1	Contact utility companies and request existing facility maps and during surveys, coordinate with KVE in getting field locates properly marked			5			5	\$ 725
1.3.2	Assess existing utilities and potential conflicts based on concept and survey of field located utilities			8		8	16	\$ 2,280
1.3.3	Develop conceptual Utility Master Plan (relocation scheme) and conceptual relocation schedule and Update Utility Master Plan and schedule for use by City's utility coordinator	1		12		12	25	\$ 3,615
1.3.4	During Preliminary Design schedule, arrange, prepare for, and attend initial round of "one-on-one" Utility Coordination Meetings. Assume meetings with 5 different utilities. Initial meeting purpose is to confirm location, type, and size of utilities, refine relocation scheme, identify private easements, identify possible ROW/UE taking requirements and estimate relocation costs. Includes follow-up actions (review of private easements and preparation of pot-hole requests)			15		10	25	\$ 3,575



**EXHIBIT B - Scope of Services - 3-R-001-21**

Downtown Streets Improvements Project 1/3/2020		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$195	\$210	\$145	\$115	\$140		
1.3.5	On-going correspondence with utilities and City utility coordinator including working sketches to assist in determining relocation requirements and conceptual relocation schedule. (8 months duration during Preliminary and Final Design)	1		30		10	41	\$ 5,945
1.3.6	Assist City with coordination during relocation activity. Includes: assistance with proposed design information and assistance with minor variations to relocation design (assumes 4 months of utility relocations)			8		8	16	\$ 2,280
<b>Utility Coordination</b>		<b>2</b>		<b>78</b>		<b>48</b>	<b>128</b>	<b>\$ 18,420</b>
<b>1.4</b>	<b>Right of Way Development</b>							
1.4.1	Prepare preliminary taking linework	1		4	6	4	15	\$ 2,025
1.4.2	Coordinate development of legal descriptions with Kaw Valley			1		3	4	\$ 565
1.4.3	Prepare color tract maps (assumes 18 tracts with 24 easement descriptions needed)				8	18	26	\$ 3,440
1.4.4	Prepare and maintain summary of takings			4			4	\$ 580
1.4.5	Prepare Front End Documents (assumes 18 tracts with 24 easement descriptions needed)	1		8	18		27	\$ 3,425
1.4.6	Review and submit ROW package	2		2			4	\$ 680
1.4.7	Coordinate with appraiser during acquisition			6			6	\$ 870
1.4.8	Update tract maps and right-of-way documents based on land acquisition process comments related to proposed ROW.	1		4		8	13	\$ 1,895
<b>Right of Way Development</b>		<b>5</b>		<b>29</b>	<b>32</b>	<b>33</b>	<b>99</b>	<b>\$ 13,480</b>
<b>1.5</b>	<b>Management and Meetings</b>							
1.5.1	Internal Project Kickoff Meeting including Quality Control Procedures	1		1	2	1	5	\$ 710
1.5.2	External Project Kickoff Meeting including preparation of Project Design Criteria	5		5			10	\$ 1,700
1.5.3	Progress Meetings with City of Olathe (3)	9		12			21	\$ 3,495
1.5.4	Field Check Meeting (assumes covering for all 3 phases)	4		4			8	\$ 1,360
1.5.5	Phase 1 - Public Informational Meeting after Preliminary Design for Easement Presentation (includes exhibit preparation)	6		6	4	8	24	\$ 3,620
1.5.6	Phase 2 and 3 - Public Informational Meeting after Preliminary Design for Easement Presentation (includes exhibit preparation)	6		6	4	8	24	\$ 3,620
1.5.7	Work planning and QA/QC Plan Development	4		8			12	\$ 1,940
1.5.8	Project Coordination with City, Johnson County Courthouse and Library, and Mill Creek Stormwater Design Team (as needed). Includes monthly project review meetings, scheduling, ongoing communication. (Assumes 6 months for Preliminary Design and ROW Development Phase)	36		36			72	\$ 12,240
<b>Management and Meetings</b>		<b>71</b>		<b>78</b>	<b>10</b>	<b>17</b>	<b>176</b>	<b>\$ 28,685</b>
<b>Preliminary Design and Right of Way of Development Phases 1-3</b>		<b>92</b>	<b>30</b>	<b>373</b>	<b>370</b>	<b>260</b>	<b>1125</b>	<b>\$ 157,275</b>
<b>Preliminary Design and Right of Way Development Fee Summary Phases 1-3</b> <b>Labor:</b> <div> Project Manager @ \$195/hour 17,940  Senior Technical Advisor @ \$210/hour 6,300  Project Engineer @ \$145/hour 54,085  Engineer @ \$115/hour 42,550  Technician @ \$140/hour 36,400 </div> <b>Preliminary Design and Right of Way Development Phases 1-3 Labor Costs: \$ 157,275</b>  <b>Expenses:</b> <div> Printing/Plotting/Travel = 1,000  Control and Field Surveys (KVE)= 50,545 </div> <b>Total Expense = \$ 51,545</b>  <b>Preliminary Design and Right of Way Development Phases 1-3 Total Fee = \$ 208,820</b>								
<b>Final Design and Bidding</b>								
<b>2.1</b>	<b>Phase 1 Final Design and Bidding</b>							
2.1.1	Address Field Check Comments and Finalize Plans on typical sections, plan and profile sheets, driveways, storm sewer improvements at Poplar and Chestnut, sanitary improvements on Cherry (Spruce to Poplar), intersection details, and cross sections	2		12	20	12	46	\$ 6,110
2.1.2	Review and update final plans for final grading, construction limits, and special notes related to fencing, private features and coordination with design of other projects in the area. Assumes no additional sheets and just handled with notes on plan sheets.	1		4	8	4	17	\$ 2,255
2.1.3	Erosion and Sediment Control Plans and Details		1	1	4	2	8	\$ 1,095
2.1.4	Prepare NPDES Permit Application and SWPPP (includes SWPPP assembly for Contractor)			4	8		12	\$ 1,500
2.1.5	Prepare pavement marking and signing sheets and detour plans and details (assumes non-concurrent full closures as needed and no sidewalk detour)		1	1	4	4	10	\$ 1,375
2.1.6	Include additional Olathe Standard Roadway Details in Final Plans			2		2	4	\$ 570
2.1.7	Final Quantities and Engineer's Estimate for Construction	2	2	12	20		36	\$ 4,850
2.1.8	Prepare documents and information to be included with the Project Manual (City provide base documents)	1		12	24		37	\$ 4,695
2.1.9	Senior Technical Review / Milestone Plan Review		12				12	\$ 2,520



**EXHIBIT B - Scope of Services - 3-R-001-21**

<b>Downtown Streets Improvements Project 1/3/2020</b>		<b>Project Manager</b>	<b>Senior Technical Advisor</b>	<b>Project Engineer</b>	<b>Engineer</b>	<b>Technician</b>	<b>Total</b>	<b>Total Costs</b>
<b>Item of Work</b>		<b>\$195</b>	<b>\$210</b>	<b>\$145</b>	<b>\$115</b>	<b>\$140</b>		
2.1.10	Submit three (3) half-size sets of final plans to City for review.			1		2	3	\$ 425
2.1.11	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	4	2	4		4	14	\$ 2,340
2.1.12	Provide one addendum during the bid process (assumes letter format with no plan revisions)	4		4		2	10	\$ 1,640
2.1.13	General consultation during the bid period	2		2			4	\$ 680
<b>Phase 1 Final Design and Bidding</b>		<b>16</b>	<b>18</b>	<b>59</b>	<b>88</b>	<b>32</b>	<b>213</b>	<b>\$ 30,055</b>
<b>2.2</b>	<b>Phase 2 Final Design and Bidding</b>							
2.2.1	Address Field Check Comments and Finalize Plans on typical sections, plan and profile sheets (including for westbound right turn lanes on Spruce Street at Kansas Ave. and consideration of eastbound turn lanes with future projects), proposed sidewalk on south side of Spruce and connections to Mill Creek project, <u>driveways, JSRWs, intersection details, and cross sections</u>	2		16	24	16	58	\$ 7,710
2.2.2	Review and update final plans for final grading, construction limits, and special notes related to fencing, privates features and coordination with design of other projects in the area. Assumes no additional sheets and just handled with notes on plan sheets.	1		4	8	4	17	\$ 2,255
2.2.3	Erosion and Sediment Control Plans and Details (plan layouts for turn lane widening areas at Spruce and Kansas only)		1	1	4	2	8	\$ 1,095
2.2.4	Prepare NPDES Permit Application and SWPPP (includes SWPPP assembly for Contractor)			4	8		12	\$ 1,500
2.2.5	Prepare pavement marking and signing sheets and detour plans and details (assumes non-concurrent full closures as needed and no sidewalk detour)		1	1	4	4	10	\$ 1,375
2.2.6	Include additional Olathe Standard Roadway Details in Final Plans			2		2	4	\$ 570
2.2.7	Final Quantities and Engineer's Estimate for Construction	2	2	12	24		40	\$ 5,310
2.2.8	Prepare documents and information to be included with the Project Manual (City provide base documents) - assumes using manual from Phase 1 with minor updates	1		4	8		13	\$ 1,695
2.2.9	Senior Technical Review / Milestone Plan Review		12				12	\$ 2,520
2.2.10	Submit three (3) half-size sets of final plans to City for review.			1		2	3	\$ 425
2.2.11	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	4	2	4		4	14	\$ 2,340
2.2.12	Provide one addendum during the bid process (assumes letter format with no plan revisions)	4		4		2	10	\$ 1,640
2.2.13	General consultation during the bid period	2		2			4	\$ 680
<b>Phase 2 Final Design and Bidding</b>		<b>16</b>	<b>18</b>	<b>55</b>	<b>80</b>	<b>36</b>	<b>205</b>	<b>\$ 29,115</b>
<b>2.3</b>	<b>Phase 3 Final Design and Bidding</b>							
2.3.1	Address Field Check Comments and Finalize Plans on typical sections, plan and profile sheets, <u>driveways, intersection details, and cross sections</u>	1		6	10	6	23	\$ 3,055
2.3.2	Review and update final plans for final grading, construction limits, and special notes related to fencing, privates features and coordination with design of other projects in the area. Assumes no additional sheets and just handled with notes on plan sheets.	1		4	8	4	17	\$ 2,255
2.3.3	Erosion and Sediment Control Plans and Details (plan layouts for turn lane widening areas at Spruce and Kansas only)		1	1	4	2	8	\$ 1,095
2.3.4	Prepare pavement marking and signing sheets and detour plans and details (assumes non-concurrent full closures as needed and no sidewalk detour)		1	1	4	4	10	\$ 1,375
2.3.5	Erosion and Sediment Control Plans and Details			2		2	4	\$ 570
2.3.6	Final Quantities and Engineer's Estimate for Construction	1	1	6	10		18	\$ 2,425
2.3.7	Prepare documents and information to be included with the Project Manual (City provide base documents) - assumes using manual from Phase 1 with minor updates	1		4	8		13	\$ 1,695
2.3.8	Senior Technical Review / Milestone Plan Review		4				4	\$ 840
2.3.9	Submit three (3) half-size sets of final plans to City for review.			1		2	3	\$ 425
2.3.10	Upon receipt of City comments on final design submittal, address comments and submit bid documents to City	2		2		4	8	\$ 1,240
2.3.11	Provide one addendum during the bid process (assumes letter format with no plan revisions)	2		4		2	8	\$ 1,250
2.3.12	General consultation during the bid period	2		2			4	\$ 680
<b>Phase 3 Final Design and Bidding</b>		<b>10</b>	<b>7</b>	<b>33</b>	<b>44</b>	<b>26</b>	<b>120</b>	<b>\$ 16,905</b>
<b>2.4</b>	<b>Final Street Lighting and Traffic Signal Design</b>							
2.4.1	Final Street Lighting Installation Plan including Revisions from Preliminary Design Comments		1	32		8	41	\$ 5,970
2.4.2	Final Traffic Signal Modification Plan (Spruce and Kansas) including Revisions from Preliminary Design Comments		1	16		4	21	\$ 3,090
2.4.3	Traffic Signal Modification Wiring Diagrams (Spruce and Kansas)		1	16		4	21	\$ 3,090
2.4.4	Street Lighting and Traffic Signal Details, Quantities, Cost Estimate and Specifications		1	8		2	11	\$ 1,650
2.4.5	Senior Technical Review / Milestone Plan Review (Lighting and Signals)		4				4	\$ 840
<b>Final Street Lighting and Traffic Signal Design</b>			<b>8</b>	<b>72</b>		<b>18</b>	<b>98</b>	<b>\$ 14,640</b>
<b>2.5</b>	<b>Management and Meetings</b>							
2.5.1	Progress Meetings with City of Olathe (2)	6		9			15	\$ 2,475



**EXHIBIT B - Scope of Services - 3-R-001-21**

Downtown Streets Improvements Project 1/3/2020		Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work		\$195	\$210	\$145	\$115	\$140		
2.5.2	Project Coordination with City, Johnson County Courthouse and Library, and Mill Creek Stormwater Design Team (as needed). Includes monthly project review meetings, scheduling, ongoing communication. (Assumes 6 months for Final Design and Bidding of all 3 phases)	36		36			72	\$ 12,240
Management and Meetings		42		45			87	\$ 14,715
Final Design and Bidding		84	51	264	212	112	723	\$ 105,430
Final Design and Bidding Fee Summary								
Labor:		Project Manager @ \$195/hour 16,380 Senior Technical Advisor @ \$210/hour 10,710 Project Engineer @ \$145/hour 38,280 Engineer @ \$115/hour 24,380 Technician @ \$140/hour 15,680 Final Design and Bidding Labor Costs: \$ 105,430						
Expenses:		Printing/Plotting/Travel = 1,000 Control and Field Surveys (KVE)= - Total Expense = \$ 1,000						
Final Design and Bidding Total Fee =		\$ 106,430						
Construction Engineering Assistance								
3.1	Phase 1 Construction Engineering Assistance							
3.1.1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 6 Half and 4 Full Sets of Final Plans and 10 Spec Books to Contractor)	3		5	4		12	\$ 1,770
3.1.2	Public Informational Meeting (Prior to Construction) (Assumes city/contractor led and no new exhibits)	6		6			12	\$ 2,040
3.1.3	Shop Drawing Review - Storm Structures, Sanitary Relocation (Assumes 8 structures)	1		2	8		11	\$ 1,405
3.1.4	Respond to RFI's and assist with general questions during construction	2		4	2		8	\$ 1,200
3.1.5	Plan Revisions (assumes up to 1 minor plan revisions)	2		4	2	4	12	\$ 1,760
3.1.6	Provide Record Drawings to City (Based only on inspector / contractor markups)	1			2	4	7	\$ 985
Phase 1 Construction Engineering Assistance		15		21	18	8	62	\$ 9,160
3.2	Phase 2 Construction Engineering Assistance							
3.2.1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 6 Half and 4 Full Sets of Final Plans and 10 Spec Books to Contractor)	3		5	4		12	\$ 1,770
3.2.2	Public Informational Meeting (Prior to Construction) (Assumes city/contractor led and no new exhibits)	6		6			12	\$ 2,040
3.2.3	Shop Drawing Review - Storm Structures, Signals and Lighting	1		2	8		11	\$ 1,405
3.2.4	Respond to RFI's and assist with general questions during construction	4		4	2		10	\$ 1,590
3.2.5	Plan Revisions (assumes up to 1 minor plan revisions)	4		4	2	4	14	\$ 2,150
3.2.6	Provide Record Drawings to City (Based only on inspector / contractor markups)	1			2	4	7	\$ 985
Phase 2 Construction Engineering Assistance		19		21	18	8	66	\$ 9,940
3.3	Phase 3 Construction Engineering Assistance							
3.3.1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 6 Half and 4 Full Sets of Final Plans and 10 Spec Books to Contractor)	3		5	4		12	\$ 1,770
3.3.2	Respond to RFI's and assist with general questions during construction	1		4	2		7	\$ 1,005
3.3.3	Plan Revisions (assumes up to 1 minor plan revisions)	1		2	1	2	6	\$ 880
3.3.4	Provide Record Drawings to City (Based only on inspector / contractor markups)	1			2	4	7	\$ 985
Phase 3 Construction Engineering Assistance		6		11	9	6	32	\$ 4,640
Construction Engineering Assistance		40		53	45	22	160	\$ 23,740
Construction Engineering Assistance Fee Summary								
Labor:		Project Manager @ \$195/hour 7,800 Senior Technical Advisor @ \$210/hour - Project Engineer @ \$145/hour 7,685 Engineer @ \$115/hour 5,175 Technician @ \$140/hour 3,080 Construction Engineering Assistance Labor Costs: \$ 23,740						
Expenses:		Printing/Plotting/Travel = 1,000 Control and Field Surveys (KVE)= - Total Expense = \$ 1,000						
Construction Engineering Assistance Total Fee =		\$ 24,740						
Overall Total Hours		216	81	690	627	394	2008	



Downtown Streets Improvements Project 1/3/2020	Project Manager	Senior Technical Advisor	Project Engineer	Engineer	Technician	Total	Total Costs
Item of Work	\$195	\$210	\$145	\$115	\$140		
Overall Fee Summary							
Labor:		Project Manager @ \$195/hour			42,120		
		Senior Technical Advisor @ \$210/hour			17,010		
		Project Engineer @ \$145/hour			100,050		
		Engineer @ \$115/hour			72,105		
		Technician @ \$140/hour			55,160		
		Overall Labor Costs: \$			286,445		
Expenses:		Printing/Plotting/Travel =			3,000		
		Control and Field Surveys (KVE)=			50,545		
		Total Expense = \$			53,545		
2020-2021 Downtown Streets Improvement Project Total Fee =						\$ 339,990	





**KAW VALLEY ENGINEERING, INC.**

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114<sup>th</sup> Terrace  
Lenexa, KS 66215

January 7, 2020

**C19S0471-R**

Mr. Benjamin Will  
HNTB Corporation  
7400 West 129<sup>th</sup> Street, Suite 100  
Overland Park, Kansas 66213

**RE: CITY OF OLATHE PROJECT NO. 3-R-001-21  
DOWNTOWN STREET RECONSTRUCTION PHASE II, PHASE III  
CHESTNUT, CHERRY, POPLAR, AND SPRUCE  
OLATHE, KANSAS**

Dear Mr. Will:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to provide the following proposal for survey services for Phases II and III of the City of Olathe Downtown Street Reconstruction for Chestnut, Cherry, Poplar and Spruce Streets, City of Olathe Project No. 3-R-001-21. Following are the anticipated scope of services and fees.

**SCOPE OF SERVICES/FEEES**

The scope of services will be performed in accordance with the attached Table of Contents and Scope of Services. A breakdown of the hours and fees by Task is also enclosed as summarized below:

Services	Total Contracted Fee
Labor	\$41,545
Reimbursables	\$9,000
Total	\$50,545

We appreciate the opportunity to be of service to you. If you have any questions or comments, please do not hesitate to contact me at (913) 894-5150.

Respectfully submitted,  
**Kaw Valley Engineering, Inc.**

Gary A. Leeds, P.E.  
Principal

Attachments



**SCOPE OF SERVICES/FEES  
CITY OF OLATHE PROJECT NO. 3-R-001-21  
DOWNTOWN STREET RECONSTRUCTION PHASE II, PHASE III  
CHESTNUT, CHERRY, POPLAR, AND SPRUCE  
OLATHE, KANSAS**

**TABLE OF CONTENTS**

SCOPE OF SERVICES/FEES.....	1
1. Project Inventory and Safety Analysis .....	1
2. Control Establishment – Downtown Street Reconstruction PN 3-R-001-21 .....	1
3. Topographic Survey .....	1
a. Spruce Street (Approximately 950 LF) and Woodland Intersections at Poplar and Spruce (Approximately 700 LF) – Phase II.....	1
b. Chestnut Street – Phase III (Approximately 500 LF) .....	2
c. Quality Control.....	3
4. Ownership and Easement Reports – Phases I, II, III (Phase I reimbursables are intentionally included in this contract).....	4
5. Description Preparation – Phases I, II, III .....	4
6. Submittals– Phases II, III.....	4
7. Exclusions.....	4
8. Attachments .....	5
a. Exhibit A – Compensation .....	5
b. Exhibit B .....	5



**SCOPE OF SERVICES/FEES**  
**CITY OF OLATHE PROJECT NO. 3-R-001-21**  
**DOWNTOWN STREET RECONSTRUCTION PHASE II, PHASE III**  
**CHESTNUT, CHERRY, POPLAR, AND SPRUCE**  
**OLATHE, KANSAS**

**SCOPE OF SERVICES**

**1. Project Inventory and Safety Analysis**

- a. Administrative project set-up
- b. Review project requirements with Project Engineer
- c. Site visit by Professional Surveyor and designated key personnel
- d. Planning session with Professional Surveyor and Survey Field Manager
- e. Project kick-off meeting, including review of project requirements, documented and included in QC/QA submittal – All team members
- f. Project Safety meeting – Field crew and Survey Field Manager

**2. Control Establishment – Downtown Street Reconstruction PN 3-R-001-21**

- a. Primary control shall be established in Phase I (3-R-001-21) as a supplemental to Upper Mill Creek (2-C-030-18)

**3. Topographic Survey**

**a. Spruce Street (Approximately 950 LF) and Woodland Intersections at Poplar and Spruce (Approximately 700 LF) – Phase II**

- i. Detailed topographic survey to street right-of-way labeled as Phase II on attached Exhibit B.
- ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6” diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
  1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
  2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
  3. When provided to the Surveyor, as-built information shall be used to verify field data
- iv. Survey shall extend from
  1. Kansas Avenue (Northgate) along the centerline of Spruce Street to tie into the existing Upper Mill Creek Olathe (2-C-030-18), and



2. Upper Mill Creek Survey of Poplar Street; East to the centerline of Woodland Road; extend the Upper Mill Creek Survey of Spruce Street East to the centerline of Woodland Road; and expand the Upper Mill Creek topography between Mill Creek and the existing Mill Creek pool house to a point 145 feet North of the North right-of-way of Poplar Street.
  - v. The topographic data shall be from right-of-way to right-of-way within the limits outlined in 3 (a) (iv) above
  - vi. Existing drives and sidewalks shall be profiled from the right-of-way line to the face of existing structures (buildings) facing the centerline of Spruce Street
  - vii. Existing buildings shall be field located using “reflectorless” technology with no detail being gathered beyond the street right-of-way
  - viii. Survey Quality Control as set forth in 3 (c) (i)
- b. Chestnut Street – Phase III (Approximately 500 LF)**
- i. Detailed topographic survey to street right-of-way labeled as Phase III on attached Exhibit B.
  - ii. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including trees 6” diameter and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
  - iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
    1. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available
    2. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected
    3. When provided to the Surveyor, as-built information shall be used to verify field data
  - iv. Survey shall extend from the South right-of-way line of E. Poplar Street along the centerline of N. Chestnut Street to the centerline of Santa Fe Drive
  - v. The topographic data shall be from right-of-way to right-of-way within the limits outlined in 3 (b) (iv) above
  - vi. Existing drives and sidewalks shall be profiled from the right-of-way line to the face of existing structures (buildings) facing the centerline of N. Chestnut Street
  - vii. Existing buildings shall be field located using “reflectorless” technology with no detail being gathered beyond the street right-of-way
  - viii. Survey Quality Control as set forth in 3 (c) (i)



**c. Quality Control**

**i. Survey**

1. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken
2. Topographic information shall be drafted in a format compatible with HNTB drafting standards
3. During the drawing process, the field surveyor and Survey Field Manager, shall periodically perform "Office Checks" to insure the completeness and overall quality of the field data
4. The drawing shall be underlaid with the latest available GOOGLE aerial image as verification of surface feature location and completeness
5. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing
6. The drafting technician shall integrate all "red-lines" and review the drawing utilizing a "Drafting Checklist" to insure completeness
7. Upon integration of office and field "red-lines" the drawing shall be Quality Control checked by the supervising Professional Surveyor.
8. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

**ii. Descriptions**

1. The Surveyor shall utilize drawing geometry provided by the Project Engineer, in CAD format, to define the location and courses of the required easements
2. Descriptions shall be written in a format acceptable to the City of Olathe
3. Easements shall be prepared by qualified personnel overseen by a Kansas Professional Surveyor
4. All easements shall have a COGO closure report generated and meet or exceed the Kansas Minimum Standards for the preparation of descriptions
5. Completed descriptions are independently drawn and overlaid against the provided geometry to verify accuracy
6. The Supervising Professional Surveyor shall review easement displays developed by HNTB, for Station & Offset accuracy only
7. All descriptions shall be reviewed by the Drafting Manager for closure and completeness utilizing a "Description Checklist"
8. The Supervising Professional Surveyor shall review and seal the descriptions
9. Once deemed ready for submittal to the Project Engineer, the Quality Assurance Officer will review the Quality Control Procedures



**4. Ownership and Easement Reports – Phases I, II, III (Phase I reimbursables are intentionally included in this contract)**

- a. KVE shall obtain eighteen (18) ownership and easement reports as follows per attached Exhibit B:
  - i. Phase I – Eight (8) Tracts
  - ii. Phase II – Eight (8) Tracts
  - iii. Phase III – Two (2) Tracts

**5. Description Preparation – Phases I, II, III**

- a. Prepare descriptions for new right-of-way taking
  - i. Up to twenty-four (24) right-of-way descriptions per attached Exhibit B
  - ii. Monuments (1/2" x 24" rebar with cap and wood lath) shall be set at all new right-of-way corners
  - iii. Permanent and Temporary easements shall be staked one time using 60d nails and wood lath
- b. Descriptions shall be submitted as “sealed documents” on Kaw Valley Engineering, Inc. letterhead. Documents will not be provided in Word format.
- c. Description Quality Control as set forth in 3 (c) (ii)

**6. Submittals– Phases II, III**

- a. Prepare project survey books including documentation for
  - i. Control – Submitted previously as supplemental to Upper Mill Creek (2-C-030-18)
  - ii. Property / Right-of-Way development notes
  - iii. Topographic field survey (signed by the Supervising Professional Surveyor per K.A.R. 66-6-1(c)(1))
  - iv. Utility coordination information
  - v. Property basemap drawing included in signed Topographic drawing
  - vi. Topographic Utility drawing included in signed Topographic drawing
  - vii. Sewer structure notes
  - viii. Photo logs
  - ix. Quality Control/Quality Assurance documentation including certification per H.N.T.B. Quality Control Plan requirements

**7. Exclusions**

- a. Items removed at the Project Engineers request
  - i. Elimination of detail survey information
    - 1. Around houses
    - 2. Beyond street right-of-way unless otherwise stated herein
  - ii. Updates to Ownership Reports
  - iii. Staking of project centerlines at stationing
  - iv. Staking of project right-of-way
  - v. Post construction “As-Built” information
  - vi. Monumentation of properties
  - vii. This list is not all inclusive and services in this agreement are specifically limited to those listed in paragraphs 1 through 6 above. All other requested services shall require a written supplemental signed by the Project Engineer or other designee of H.N.T.B. prior to any effort.



## **8. Attachments**

- a. Exhibit A – Compensation
- b. Exhibit B



**Exhibit A - Compensation Overview - Survey**

Services	Unit Price	Qty	Base Contract	
				Extension
Project Inventory and Safety Analysis:				
Phase II, III				
Principal	\$ 180.00	1	\$	180.00
Registered Land Surveyor	\$ 120.00	5	\$	600.00
Survey Supervisor	\$ 110.00	3	\$	330.00
Survey Crew	\$ 160.00	2	\$	320.00
CADD Supervisor	\$ 90.00	1	\$	90.00
CADD Technician	\$ 75.00	1	\$	75.00
Administrative Technician	\$ 50.00	1	\$	50.00
			\$	1,645.00
Control Establishment:				
Phase II, III				
Principal	\$ 180.00	0	\$	-
Registered Land Surveyor	\$ 120.00	0	\$	-
Survey Supervisor	\$ 110.00	0	\$	-
Survey Crew	\$ 160.00	0	\$	-
Survey Crew-1	\$ 125.00	0	\$	-
CADD Supervisor	\$ 90.00	0	\$	-
CADD Technician	\$ 75.00	0	\$	-
			\$	-
Topographic Survey:				
Phase II				
Principal	\$ 180.00	2	\$	360.00
Registered Land Surveyor	\$ 120.00	7	\$	840.00
Survey Supervisor	\$ 110.00	7	\$	770.00
Survey Crew	\$ 160.00	58	\$	9,280.00
CADD Supervisor	\$ 90.00	7	\$	630.00
CADD Technician	\$ 75.00	28	\$	2,100.00
			\$	13,980.00
Phase III				
Principal	\$ 180.00	1	\$	180.00
Registered Land Surveyor	\$ 120.00	3	\$	360.00
Survey Supervisor	\$ 110.00	3	\$	330.00
Survey Crew	\$ 160.00	24	\$	3,840.00
CADD Supervisor	\$ 90.00	2	\$	180.00
CADD Technician	\$ 75.00	8	\$	600.00
			\$	5,490.00
Property Basemap Development:				
Phase II, III				
Principal	\$ 180.00	0.5	\$	90.00
Registered Land Surveyor	\$ 120.00	17	\$	2,040.00
Survey Supervisor	\$ 110.00	2	\$	220.00
Survey Crew	\$ 160.00	16	\$	2,560.00
CADD Supervisor	\$ 90.00	8	\$	720.00
CADD Technician	\$ 75.00	35	\$	2,625.00
			\$	8,255.00
Writing of Descriptions:				
Phase I, II, III				
Principal	\$ 180.00	5	\$	900.00
Registered Land Surveyor	\$ 120.00	35	\$	4,200.00
Survey Supervisor	\$ 110.00	0	\$	-
Survey Crew	\$ 160.00	0	\$	-
CADD Supervisor	\$ 90.00	15	\$	1,350.00
CADD Technician	\$ 75.00	35	\$	2,625.00
			\$	9,075.00



**Submittals:****Phase II, III**

Principal	\$	180.00	1	\$	180.00
Registered Land Surveyor	\$	120.00	16	\$	1,920.00
Survey Supervisor	\$	110.00	4	\$	440.00
Survey Crew	\$	160.00	2	\$	320.00
CADD Supervisor	\$	90.00	1	\$	90.00
CADD Technician	\$	75.00	2	\$	150.00
					<hr/>
					\$ 3,100.00

**Subtotal - Labor**

---

**\$ 41,545.00****Reimbursables:****Phase I, II, III (Phase I reimbursables are intentionally included in this contract)**

Task 4 - Ownership Reports	\$	500.00	18	\$	9,000.00
					<hr/>
<b>Subtotal - Reimbursables</b>					<b>\$ 9,000.00</b>

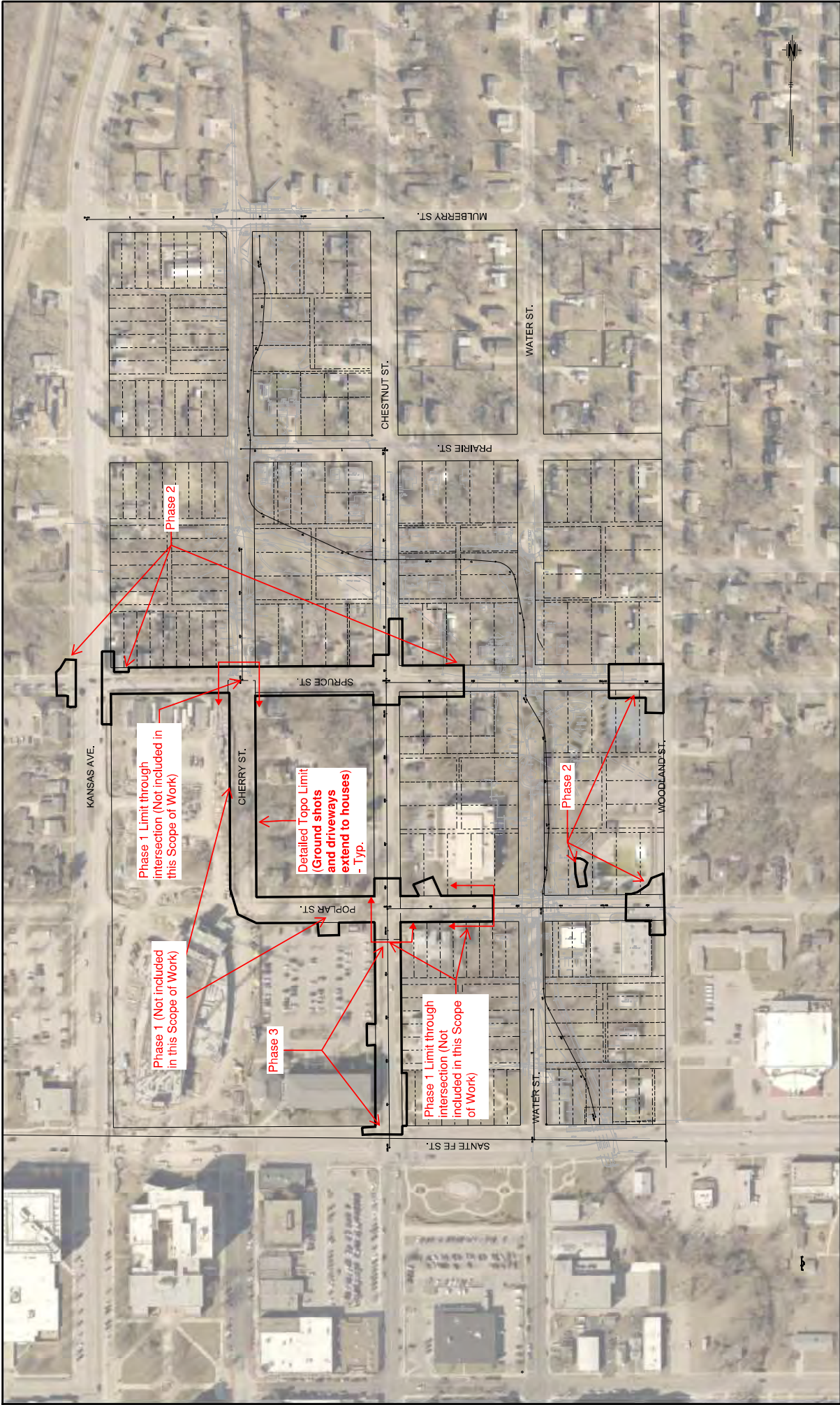
**Totals**

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**\$ 50,545.00**

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DOWNTOWN STREETS RECONSTRUCTION: SURVEY LIMITS PHASES 1-3

JANUARY 2, 2020



**EXHIBIT C**  
**Fee & Rate Schedule**



**EXHIBIT C**  
**Fee & Rate Schedule**

**Downtown Streets Improvements Project HNTB**  
**Schedule of Rates**

**Rates are effective for services from**  
**January 1, 2020 through December 31, 2020**

<u>Position</u> <u>Classification</u>	<u>Hourly</u> <u>Billing Rate</u>
Group Director	\$ 300.00
Department Manager	\$ 240.00
Section Manager	\$ 195.00
Senior Project Manager	\$ 250.00
Project Manager II	\$ 205.00
Project Manager I	\$ 175.00
Senior Technical Advisor	\$ 210.00
Senior Project Engineer/Senior Squad Leader	\$ 170.00
Project Engineer/Squad Leader	\$ 145.00
Engineer III	\$ 125.00
Engineer II	\$ 115.00
Engineer I	\$ 105.00
Engineer	\$ 95.00
*Engineer Intern	\$ 75.00
*Senior Technician	\$ 140.00
*Technician III	\$ 110.00
*Technician II	\$ 90.00
*Technician I	\$ 75.00
Senior Administrative Assistant	\$ 85.00
Administrative Assistant	\$ 70.00
Office Business Manager	\$ 160.00
Project Analyst	\$ 125.00
Senior Field Representative	\$ 135.00
Field Representative	\$ 120.00
*Inspector II	\$ 90.00
*Inspector I	\$ 75.00
Public Involvement Manager	\$ 160.00

\* For any nonexempt personnel in positions marked with an asterick(\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.



**EXHIBIT D**  
**Land Acquisition Checklist for Consultant Projects**

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

- \_\_\_ Determine what types of easements are required for each tract:
  - i.e. Street Dedication, Temporary Construction Easement, Utility Easement, Permanent Drainage Easement, or Sidewalk Easement.  
If TCE need termination or end date.
  
- \_\_\_ REQUIRED INFORMATION:
  - a) City Project No. and Project Name; State Project No. and Federal Project No. (if applicable)
  - b) Current Ownership (both husband and wife's name, even if only owned by one spouse)
    - 1) If a trust, the name and date of the trust
    - 2) If a corporation or LLC, state of incorporation or formation
    - 3) If partnership, full name of partnership
  - c) Johnson County Parcel ID number;
  - d) Number the tracts in the project (up one side and down the other) (Tract No. \_\_)
  - e) The name of any other party who has an interest (contract for deed holder, lienholder, mortgage companies, tenant, etc.)
  - f) Situs Address
  - g) Mailing Address
  - h) Other easement holders (utilities, tenants with 99 year leases)
  - i) Temporary Construction Easement must include the date that the easement rights end.
  - j) Legal description of the entire tract, including total square footage.
  - k) Legal description of the new taking, including total square footage.
  - l) Tract map
  - m) Ownership & Encumbrance title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements and any other encumbrances upon the property.
  - n) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, we need all deeds which comprise the whole interest. (If undivided one-half is conveyed to husband's trust and undivided one-half interest is conveyed to wife's trust, we will need a copy of both deeds.
  - o) Common errors to avoid: verify marital status, *BEFORE SUBMITTING DOCUMENTS TO CITY OF OLATHE VERIFY THE O&E'S TO ENSURE OWNERSHIP HAS NOT CHANGED.*



\_\_\_\_ Tract Map will be considered complete when it contains the following information (example is attached):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the easement (s) and indicating any trees to be removed or fences to be moved. Outlines of buildings are to be shown so that we can tell how close the easements are to the existing building. Dimensions/bearings for easements to be clearly shown on map. It is acceptable to place all easements on one exhibit as long as each easement is easily identified. If the exhibit is too cluttered, then the easements will be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. **EASEMENT MUST BE CLEARLY VISIBLE ON DRAWING.**
- b) Property owner's names, mailing address, situs address (if different from mailing), Johnson County Parcel ID number, tract number, lienholder, easement holder.
- c) Map of tract must show dimensions of tract and property lines clearly marked.
- d) Common errors to avoid: North arrow pointing in the wrong direction, verification that the easement legal description closes upon itself.

\_\_\_\_ Legal description and tract maps must be signed by a Registered Land Surveyor stating that the ownership, easement legal descriptions, description in the deed for the entire tract only when a total property taking is occurring, and surveys for the easement area have been personally reviewed and determined to be accurate in accordance with the plan for the project. The Consultant will make corrections, at no cost to the City, to fix errors determined by the City that are the responsibility of the Registered Land Surveyor. These errors may include but are not limited to clerical errors, inconsistencies between the easement legal description and tract map, easement legal description not closing upon itself, or other errors in requirements on this checklist. **Both legal description and tract map(s) must be marked Exhibit "A" as referenced in the easement documents.**

\_\_\_\_ Submit Documents to Public Works staff.



**EXHIBIT E**  
**CITY OF OLATHE INSURANCE REQUIREMENTS**

**A.** Consultant shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Consultant's bid.

**B.** Consultant shall maintain the following coverages and minimum limits.

1. Commercial General Liability (CGL): [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit including personal and advertising injury and products - completed operations. Any general aggregate limit should be at least \$2,000,000.
2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by applicable state workers' compensation laws and employer's liability limits or equivalent of \$500,000/\$500,000/\$500,000.
4. Professional Liability: Minimum limits to be \$1,000,000 each claim / annual aggregate.
5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Consultant nor has the City assessed the risk that may be applicable to Consultant. Consultant shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

**C.** Additional Insured. CGL and auto policies must be endorsed to include the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**D.** Verification of Coverage.

1. A certificate of insurance, listing the City as a certificate holder, accompanied by an additional insured endorsement or equivalent.
2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A- VII. Those not meeting this standard must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Consultant.
4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years' post contract.

**E.** Cancellation. Each insurance policy required shall not be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

**F.** Sub-Consultants. All coverages for sub-Consultants must meet all of the requirements stated herein.



**EXHIBIT F**  
**Certificate of Insurance**





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
01/08/2020

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

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

<b>PRODUCER</b> IMA, Inc.  51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210  <b>INSURED</b> HNTB Corporation  7400 West 129th Street, Suite 100 Overland Park, KS 66213	<b>CONTACT NAME:</b> Business Insurance Manager <b>PHONE (A/C, No, Ext):</b> 816-527-2511 <b>FAX (A/C, No):</b> 816-472-4060 <b>E-MAIL ADDRESS:</b> businessinsurancemgr@hntb.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ZURICH AMER INS CO</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ZURICH AMER INS CO	16535	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ZURICH AMER INS CO	16535														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**
**CERTIFICATE NUMBER:** 58296745

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO 0769451-00	01/01/20	01/01/21	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			BAP 0769452-00	01/01/20	01/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 0769453-00	01/01/20	01/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

HNTB Job #74498; 2020-2021 Downtown Streets Improvement Project; Project No. 3-R-001-21

If required by written contract, City of Olathe, Kansas (City) is Additional Insured as respects General Liability and Automobile Liability subject to the terms, conditions and exclusions of the policies, which shall be considered primary and non-contributory. Insurer will provide 30 days' notice of cancellation, for reasons other than non-payment of premium.

**CERTIFICATE HOLDER**

Office #001 HNTB Job #74498 City of Olathe, KS  1385 S. Robinson Drive  Olathe, KS 66051-0768  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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ACORD 25 (2016/03)

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 adcox  
58296745





# CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)

1/8/2020

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>FAX</b> (A/C, No): <b>E-MAIL ADDRESS:</b>  <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Lexington Insurance Company	19437														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> 1445015 HNTB CORPORATION 7400 WEST 129TH STREET, SUITE 100 OVERLAND PARK KS 66213															

**COVERAGES**      **CERTIFICATE NUMBER:** 16500851      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>PROFESSIONAL LIABILITY</b>	N	N	061853762	5/1/2019	5/1/2020	\$1,000,000 PER CLAIM/ ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: HNTB JOB #74498; 2020-2021 DOWNTOWN STREETS IMPROVEMENT PROJECT; PROJECT NO. 3-R-001-21

## CERTIFICATE HOLDER

## CANCELLATION

16500851

CITY OF OLATHE, KS  
 1385 S. ROBINSON DRIVE  
 OLATHE= KS 66051-0768

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

AUTHORIZED REPRESENTATIVE

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**EXHIBIT G**  
**Certificate of Good Standing to Conduct Business in Kansas**



**STATE OF KANSAS**  
**OFFICE OF**  
**SECRETARY OF STATE**  
**SCOTT SCHWAB**

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

Business Entity ID Number: 2036200

Entity Name: HNTB CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: DE

Resident Agent: COGENCY GLOBAL INC.

Registered Office: 2101 SW 21ST STREET, TOPEKA, KS 66604

was filed in this office on December 23, 1992, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 07, 2020

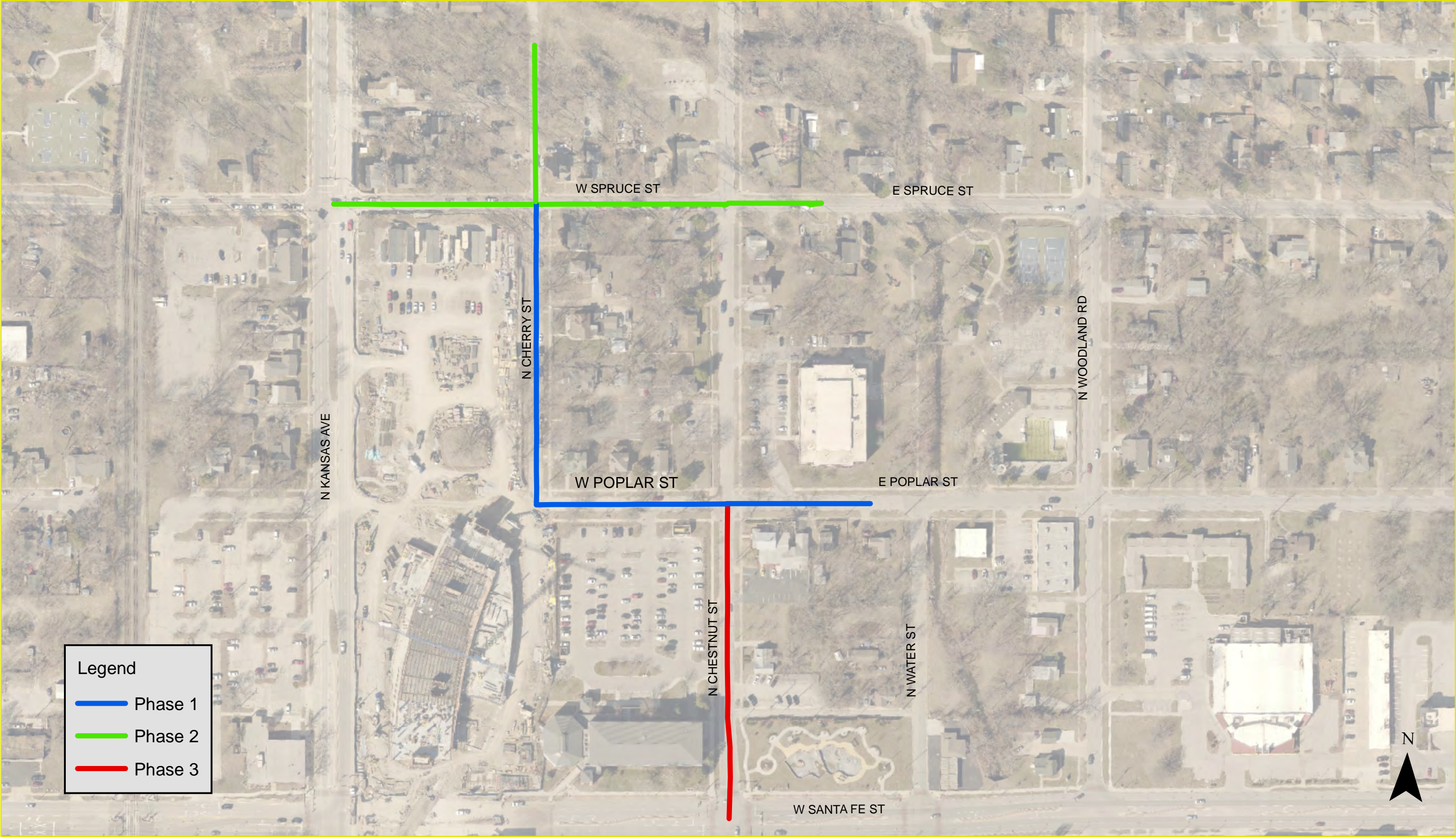
**SCOTT SCHWAB**  
**SECRETARY OF STATE**

Certificate ID: 1122796 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



# Project Location Map

## Downtown Streets Improvements Project, PN 3-R-001-21







# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 1/21/2020

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DEPARTMENT: Resource Management

STAFF CONTACT: Erin Vader/Amy Tharnish

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

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ITEM DESCRIPTION:

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

---

SUMMARY:

Off duty Olathe Police Officers had previously been hired by the Olathe libraries for light, evening security services. Due to an emerging need for more security services during day-time business hours, in March 2019 library staff requested quotes from three vendors.

Titan offered the best value for quality and services and was awarded a temporary contract in April 2019. The library staff have since been very pleased with Titan's service at both the Downtown Library and Indian Creek Library and would like to extend to them a renewable, yearly, performance-based contract. The City spent approximately \$62,000 from April 2019 to December 2019.

Staff recommends renewal of contract with Titan Protection & Consulting, Inc., for security services for the Olathe libraries until February 28, 2023.

---

FINANCIAL IMPACT:

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

---

ACTION NEEDED:

Renewal of contract with Titan Protection & Consulting, Inc., for security services through February 28, 2023.

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ATTACHMENT(S):

None

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# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 1/21/2020

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DEPARTMENT: Resource Management  
STAFF CONTACT: Dianna Wright/Sarah Doherty  
SUBJECT: Contract Renewal of Esri licensing.

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### ITEM DESCRIPTION:

Consideration of renewal of a purchase agreement between Esri and the City of Olathe for Geographic Information System (GIS) licensing.

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### SUMMARY:

Olathe has used Esri suite of GIS products since 1995. The City's GIS framework is location-based technology used to gather, manage, and analyze citywide data. With GIS, the City can aggregate numerous sources of data together and visualize them all to understand how they affect each other. GIS has been used throughout the City, including Public Works, Parks and Recreation, Fire, and Police. GIS is used daily by staff, citizens and stakeholder to view information about property ownership, zoning regulations, city limits, parks, neighborhoods, ground elevations, flood plain boundaries, aerial imagery and city infrastructures such as water and sewer lines to name a few.

Esri does not provide licensing or sell any of their products through value-added reseller (VARs) or third parties.

---

### FINANCIAL IMPACT:

The cost for this one (1) year agreement would total \$56,520.00 over the term. This expense will be charged over various funds based on usage (\$24,334.34 General Fund, \$3,390.63 Stormwater, \$5,619.99 Solid Waste and \$23,177.04 Water and Sewer).

---

### ACTION NEEDED:

Approval of renewal of a purchase agreement between Esri and the City of Olathe for Geographic Information System (GIS) licensing.

---

### ATTACHMENT(S):

A: Invoice

---





Esri Inc  
380 New York Street  
Redlands CA 92373

## **Subject: Renewal Quotation**

**Date:** 01/02/2020  
**To:** Matt Steging  
**Organization:** City of Olathe  
Information Technology Services  
**Fax #:** 913-971-6288 **Phone #:** 913-971-9405  
  
**From:** Alan Chrest  
**Fax #:** 909-307-3083 **Phone #:** 888-377-4575 Ext. 2857  
**Email:** achrest@esri.com

Number of pages transmitted  
(including this cover sheet): 7

Quotation #25932019  
Document Date: 11/03/2019

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level  
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit  
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



**esri**

380 New York Street  
Redlands, CA 92373  
Phone: 888-377-45752857  
Fax #: 909-307-3083

## Quotation

**Date:** 11/03/2019**Quotation Number:** 25932019**Contract Number:** 2005MPA1199

City of Olathe  
Information Technology Services  
P.O. Box 768  
Olathe KS 66051-0768  
**Attn:** Matt Steging

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Alan Chrest

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

**Customer Number:** 106527**For questions regarding this document, please contact Customer Service at 888-377-4575.**

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	3,000.00	3,000.00
1010	5	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	1,200.00	6,000.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	1,500.00	1,500.00
3010	9	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	1,200.00	10,800.00
4010	1	87194	700.00	700.00

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Alan Chrest**Ext:** 2857

[CSBATCHDOM]

**To expedite your order, please reference your customer number and this quotation number on your purchase order.**



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 888-377-45752857  
Fax #: 909-307-3083

## Quotation

Page 2

Date: 11/03/2019

Quotation Number: 25932019

Contract Number: 2005MPA1199

Item	Qty	Material#		Unit Price	Extended Price
			ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021		
5010	5	87195	ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	500.00	2,500.00
6010	1	87232	ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	500.00	500.00
7010	1	87233	ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	200.00	200.00
8010	2	87192	ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	400.00	800.00
9010	14	87193	ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	300.00	4,200.00
10010	3	97444	ArcGIS Engine Single Use without Extension Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	100.00	300.00
11010	1	97445	ArcGIS Engine Single Use with Extension Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	400.00	400.00
12010	1	98134	ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021	500.00	500.00
13010	1	118242		500.00	500.00

[CSBATCHDOM]



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 Redlands, CA 92373  
 Phone: 888-377-45752857  
 Fax #: 909-307-3083

# Quotation

Page 3

**Date:** 11/03/2019**Quotation Number:** 25932019**Contract Number:** 2005MPA1199

Item	Qty	Material#	Unit Price	Extended Price
ArcGIS Data Reviewer for Desktop Concurrent Use Primary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021				
14010	1	100571	500.00	500.00
ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021				
15010	1	122283	250.00	250.00
ArcGIS Engine Concurrent Use Primary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021				
16010	2	122292	185.00	370.00
ArcGIS Engine Concurrent Use Secondary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021				
17010	1	122286	200.00	200.00
ArcGIS Engine Geodatabase Update Concurrent Use Primary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021				
18010	2	122295	150.00	300.00
ArcGIS Engine Geodatabase Update Concurrent Use Secondary Maintenance Start Date: 02/02/2020 End Date: 02/01/2021				
19010	10	153148	500.00	5,000.00
ArcGIS Online Creator (Formerly Level 2 Named User) Term License Start Date: 02/02/2020 End Date: 02/01/2021				
20010	5	153417	100.00	500.00
ArcGIS Business Analyst Web App Online Term License Start Date: 02/02/2020 End Date: 02/01/2021				
21010	20	154252	500.00	10,000.00
ArcGIS Enterprise Creator (Formerly Named User Level 2) Term License Start Date: 02/02/2020 End Date: 02/01/2021				
22010	1	161366	2,500.00	2,500.00

[CSBATCHDOM]



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 888-377-45752857  
Fax #: 909-307-3083

## Quotation

Page 4

**Date:** 11/03/2019

**Quotation Number:** 25932019

**Contract Number:** 2005MPA1199

Item	Qty	Material#	Unit Price	Extended Price
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ArcGIS Network Analyst for ArcGIS GIS Server Standard Up to Four Cores Maintenance

Start Date: 02/02/2020

End Date: 02/01/2021

23010	1	115680	5,000.00	5,000.00
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ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle

Start Date: 02/02/2020

End Date: 02/01/2021

23020	1	109839		
-------	---	--------	--	--

ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance

Item equals \$2,000.00 of the bundled price.

Start Date: 02/02/2020

End Date: 02/01/2021

23030	1	109840		
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ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance

Item equals \$3,000.00 of the bundled price.

Start Date: 02/02/2020

End Date: 02/01/2021

<b>Item Subtotal</b>	56,520.00
<b>Estimated Tax</b>	0.00
<b>Total</b>	<b>USD 56,520.00</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**

[CSBATCHDOM]



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 888-377-45752857  
Fax #: 909-307-3083

## Quotation

Page 5

**Date:** 11/03/2019

**Quotation Number:** 25932019

**Contract Number:** 2005MPA1199

Item Qty Material#

Unit Price

Extended Price

### Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: [service@esri.com](mailto:service@esri.com)

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



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Redlands, CA 92373  
Phone: 888-377-45752857  
Fax #: 909-307-3083

## Quotation

Page 6

<b>Date:</b> 11/03/2019	<b>Quotation No:</b> 25932019	<b>Customer No:</b> 106527	<b>Contract No:</b> 2005MPA1199	
Item	Qty	Material#	Unit Price	Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to [service@esri.com](mailto:service@esri.com)

By signing below , you are authorizing Esri to issue a software support invoice in the amount of USD\_\_\_\_\_ plus sales tax, if applicable.

Please check one of the following:

\_\_\_\_\_ I agree to pay any applicable sales tax.

\_\_\_\_\_ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title





# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 1/21/2020

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DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Beth Wright/Amy Tharnish

SUBJECT: Consideration of renewal of contract with Double T Enterprises, LLC for property lease for storage of traffic operations equipment.

---

ITEM DESCRIPTION:

Consideration of renewal of contract with Double T Enterprises, LLC for property lease for storage of traffic operations equipment.

---

SUMMARY:

On March 15, 2016, the City Council authorized the acquisition of approximately 4,296 streetlights from Kansas City Power and Light (KCPL). With this acquisition, the City has the responsibility of ownership and maintenance of approximately 11,500 streetlight poles and luminaries cumulatively.

On February 21, 2017 the City entered into a lease for property to store painted streetlight or traffic signal poles and other fixtures and equipment to maintain 11,500 street lights. Council approved of a three-year lease with Builder's Stone & Masonry, Inc which expires on February 29, 2020.

As of March 1, 2019, the property for lease had been taken over by a new landlord, Double T Enterprises, LLC. Double T Enterprises, LLC has agreed to the terms and conditions of the existing lease agreement with Builder's Stone & Masonry which includes an allowance for a one (1) year renewal.

Staff recommends a one (1) year renewal of contract with Double T Enterprises through February 28, 2021.

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FINANCIAL IMPACT:

The annual cost of the lease, including operating expenses, is \$62,370. This will be funded by the traffic operations budget.

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ACTION NEEDED:

Renewal of contract with Double T Enterprises, LLC through February 28, 2021.

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ATTACHMENT(S):

None

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# City of Olathe

## COUNCIL AGENDA ITEM

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MEETING DATE: 1/21/2020

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DEPARTMENT: Parks & Recreation/Legal

STAFF CONTACT: Michael Meadors/Ron Shaver

SUBJECT: Report regarding a real estate contract with Day3 Development, LLC.

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ITEM DESCRIPTION:

Report regarding a real estate contract with Day3 Development, LLC.

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SUMMARY:

The Parks & Recreation Department Trails & Greenways Plan sets forth recommended locations for future shared use trails. Included in this plan is the future Coffee Creek trail system, a portion of which traverses the Day3 Development at Boulder Creek.

Through this real estate contract, Day3 Development, LLC will construct the trail through Boulder Creek to City of Olathe trail construction technical specifications and standards, with an alignment mutually agreed-upon between the City and Day3 Development, LLC. This will include connections to existing and planned sidewalks.

After construction and acceptance, the City will permanently maintain and operate the trail as part of the future Coffee Creek trail system at the standard City trail maintenance standards.

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FINANCIAL IMPACT:

The contract will be for an amount not to exceed \$110,000.00. Funding will come from the Park Sales Tax Funds.

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ACTION NEEDED:

Accept the report. Unless directed otherwise, staff will prepare the contract for formal consideration on February 4, 2020.

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ATTACHMENT(S):

ATTACHMENT A: Boulder Creek Trail Purchase Agreement

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## REAL ESTATE AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between Day3 Development, LLC, a Missouri limited liability company authorized to conduct business in Kansas (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") (each, a "Party", and collectively, the "Parties"). This Agreement is subject to approval by the Governing Body of the City (effective only after this Agreement is signed by the Mayor of said City).

WHEREAS, Seller desires to grant and Buyer desires to obtain, upon the terms and conditions hereinafter set forth, the following real property as legally described in **Exhibit A**, together with all rights, easements and appurtenances pertaining thereto, and all improvements, trees, bushes, landscaping and foliage thereon (collectively, the "Property"). The Parties acknowledge that the Property contains no structures or other buildings or vertical improvements.

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, the Parties agree as follows:

1. Purchase Price. Seller shall sell the Property to Buyer and Buyer shall purchase the Property from Seller for the sum of One Hundred Ten Thousand Dollars (\$110,000.00), subject to any adjustments as set forth in Paragraph 3.
2. Taxes. All ad valorem real property taxes for 2018 shall be paid in full by



Seller. If the amount of the real property taxes for 2019 cannot be ascertained by the Closing Date, proration will be computed based upon the amount of taxes and assessments on the Property for the previous calendar year even though the Property may have had a lower assessed valuation or tax rate for such prior year.

3. Closing. Closing hereunder (the "Closing") shall be held on or before thirty (30) days from the satisfaction or waiver of all contingencies set forth herein. As a contingency to be satisfied before Closing, Seller agrees to construct a public recreation trail on the Property in accordance with the conditions and specifications set forth in Paragraph 4 (the "Trail"). Upon completion of the Trail and acceptance of the Trail by the City, Seller will deliver an executed "Certificate of Substantial Completion" for construction of the Trail on the Property to Buyer along with a special warranty deed conveying the Property from Seller to Buyer. Should Seller's actual cost to construct the Trail be less than the Purchase Price, Seller and Buyer agree that the Purchase Price will be reduced to equal such cost. In no event will the Purchase Price exceed the amount set forth in Paragraph 1.

At Closing, subject to any adjustments as set forth in this Paragraph 3, Buyer shall deliver the purchase consideration set forth in Paragraph 1 herein to Seller, and at such time, Buyer may file the special warranty deed executed by Seller with the Johnson County Register of Deeds. Buyer agrees to pay the costs of recording all conveyance and other instruments tendered to it.

4. Post-Closing Obligations of Seller. Seller agrees to construct the Trail to City trail construction technical specifications and standards, which are set forth on **Exhibit B** attached hereto. The Trail will be no less than ten (10) feet wide and



constructed of no less than five inches (5") of asphalt including a three inch (3") base and two inches (2") of surface over four inches (4") of rock. The Trail will be constructed on an alignment mutually agreed-upon between the City and Seller, including connections to existing and planned sidewalks.

The Parties mutually acknowledge and agree that this Agreement does not affect in any way the Parties' obligations regarding construction of Lindenwood or any other public infrastructure.

5. Post-Closing Obligations of Buyer. The Parties acknowledge that the purpose of Buyer's acquisition of the Property is for the permanent maintenance of the Trail and future public recreational facilities adjacent to the Trail (such facilities, including, but not limited to, playgrounds and open mowed space, to be constructed at the sole discretion of the City). Upon acceptance of the Trail and transfer of the Property from Seller to Buyer, Buyer will maintain the Property and operate the trail as part of the future Coffee Creek trail system at standard City trail maintenance standards as determined solely by the City.

6. Representations and Warranties. Seller represents, warrants and covenants to Buyer that:

- a. Seller has the legal capacity and authority to execute and deliver this Agreement and all instruments to consummate the sale of the Property.
- b. Seller has no knowledge that any person other than Seller has any right, title or interest in and to the Property.
- c. To Seller's knowledge, there are no causes of action, suits or judgments against Seller or the Property which would delay or prohibit the sale.



- d. There are no contracts, agreements or obligations of Seller for and with respect to the Property which have 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 Seller's 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.

7. Maintenance of the Property. Prior to Closing and during possession of the Property, the Property shall be maintained by Seller in a reasonable, professional and prudent manner and in its current condition at all times. After Closing, the Property is to be maintained by Buyer.

8. 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 Seller: Day3 Development, LLC  
6300 W. 143<sup>rd</sup> Street, Suite 200  
Overland Park, KS 66223

If to Buyer: City of Olathe  
PO Box 768  
Olathe, KS 66051-0768  
ATTN: City Clerk

With a Copy to: City of Olathe  
PO Box 768  
Olathe, KS 66051-0768  
ATTN: City Attorney

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

9. Amendments. Neither this Agreement 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 both Parties.

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

11. Legal Fees. In the event legal action is instituted by any of the Parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, 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.

12. Waiver. Failure of either Buyer or Seller 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 Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.



13. Agents or Brokers. Each Party represents to the other that no broker, finder or intermediary is involved in the purchase and sale of the Property. Each Party hereby indemnifies and agrees to hold the other Party harmless from and against any and all costs arising or resulting, directly or indirectly, out of any claim by any broker or finder in connection with this transaction due to their respective acts.

14. Counterparts. This Agreement 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 Agreement.

15. 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 Agreement.

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

17. Entire Agreement. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.** This Agreement constitutes the sole and entire agreement of the Parties and is binding upon Seller and Buyer, their heirs, successors, legal representatives and assigns.

18. Voluntary Negotiation. Each Party hereby acknowledges that it has the power and authority to enter into this Agreement. By signing this Agreement, each Party affirms that this Agreement was negotiated voluntarily and in good faith.

19. Survival of Closing. The obligations of the Parties, including but not limited to, the representations, promises and warranties which by their nature will or could apply in the future after Closing, shall survive Closing.



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

**SELLER:**

Day3 Development, LLC,  
A Missouri Limited Liability Company

By: Travis Schram, Manager

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Travis Schram as Manager of Day3 Development, LLC, to me personally known to be the identical person who executed the above and foregoing instrument and who acknowledged the execution of the same on behalf of said Trust.

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:

Downloaded from <http://ajphaphysocpharm.sagepub.com/> at 11:01 11 November 2014



**BUYER:**

CITY OF OLATHE, KANSAS  
A Municipal Corporation

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

ATTEST:

\_\_\_\_\_  
Emily K. Vincent, City Clerk

(SEAL)

**ACKNOWLEDGMENT**

STATE OF KANSAS        )  
                                  ) ss:  
COUNTY OF JOHNSON    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

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

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

My Appointment Expires:

\_\_\_\_\_



**EXHIBIT A**  
**Property Legal Description**

A tract of land lying in the Northeast One-Quarter of Section 19, Township 14 South, Range 24 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast One-Quarter of said Section 19; thence South 87 degrees 36 minutes 39 seconds West, along the South line of the said Northeast One-Quarter, a distance of 2114.03 feet; thence North 02 degrees 23 minutes 21 seconds West a distance of 50.00 feet to the Point of Beginning of the following described tract; thence North 46 degrees 13 minutes 20 seconds West a distance of 457.29 feet; thence South 87 degrees 36 minutes 39 seconds West a distance of 225.55 feet to a point on the West line of the said Northeast One-Quarter and said point being 380.00 feet North of the Southwest corner of the said Northeast One-Quarter; thence North 02 degrees 24 minutes 44 seconds West, along the West line of the said Northeast One-Quarter of said Section 19, a distance of 683.76 feet to a point of curvature; thence Northeasterly on a curve to the left having an initial tangent bearing North 31 degrees 08 minutes 24 seconds East, a radius of 360.00 feet, a central angle of 08 degrees 25 minutes 37 seconds and an arc length of 52.95 feet; thence South 67 degrees 16 minutes 55 seconds East a distance of 56.48 feet; thence South 21 degrees 12 minutes 38 seconds East a distance of 88.27 feet; thence South 39 degrees 26 minutes 44 seconds East a distance of 173.32 feet; thence South 47 degrees 18 minutes 44 seconds East a distance of 84.88 feet; thence South 58 degrees 26 minutes 43 seconds East a distance of 160.51 feet; thence South 65 degrees 06 minutes 58 seconds East a distance of 156.91 feet; thence South 02 degrees 23 minutes 21 seconds East a distance of 592.30 feet to the Point of Beginning and containing 6.959 acres, more or less.

and

A tract of land lying in the Northeast One-Quarter of Section 19, Township 14 South, Range 24 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast One-Quarter of said Section 19; thence South 87 degrees 36 minutes 39 seconds West, along the South line of the said Northeast One-Quarter, a distance of 1109.51 feet to the Point of Beginning of the following described tract; thence continuing South 87 degrees 36 minutes 39 seconds West, along the South line of the said Northeast One-Quarter, a distance of 1004.52 feet thence North 02 degrees 23 minutes 21 seconds West a distance of 642.30; thence South 65 degrees 06 minutes 58 seconds East a distance of 240.00 feet; thence South 69 degrees 56 minutes 51 seconds East a distance of 90.87 feet; thence South 81 degrees 23 minutes 10 seconds East a distance of 150.87 feet; thence South 75 degrees 23



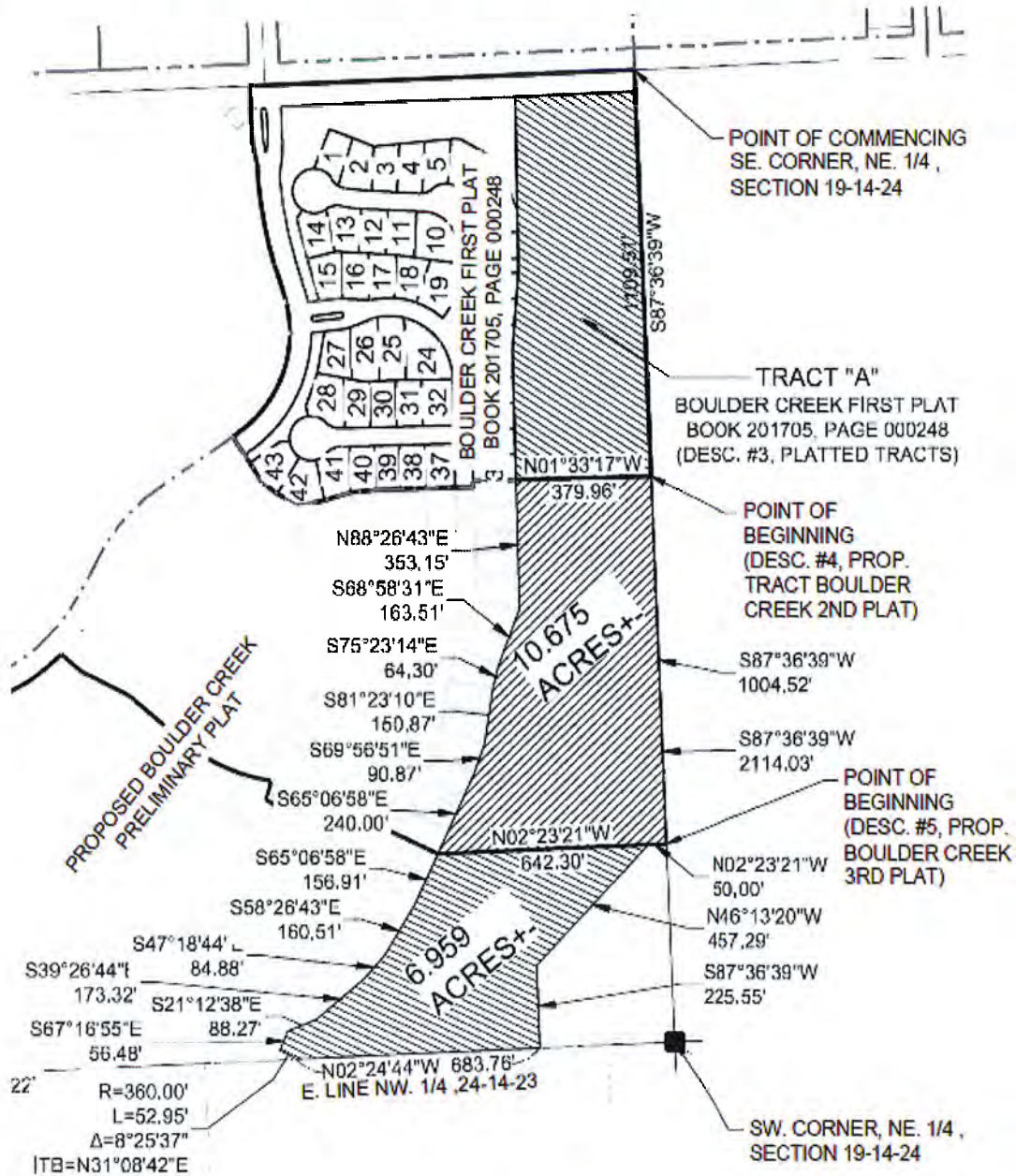
minutes 14 second East a distance of 64.30 feet; thence South 68 degrees 58 minutes 31 seconds East a distance of 163.51 feet; thence North 88 degrees 26 minutes 43 seconds East a distance of 353.15 feet; thence South 01 degrees 33 minutes 17 seconds East a distance of 379.96 feet to the Point of Beginning and containing 10.675 acres, more or less.

and

Tract A of Boulder Creek, First Plat, a subdivision in the City of Olathe, as recorded in the Register of Deeds office in Johnson County, Kansas in Book 201705, Page 248 and containing 8.6262 acres, more or less.



# PROPERTY EXHIBIT - BOULDER CREEK



DRAWN BY:	MAB
CHECKED BY:	ATR
DATE	5-30-18
PROJECT NO.	17-042
SCALE	1"=400'
SHEET	1 OF 1



**SCHLAGEL & ASSOCIATES, P.A.**

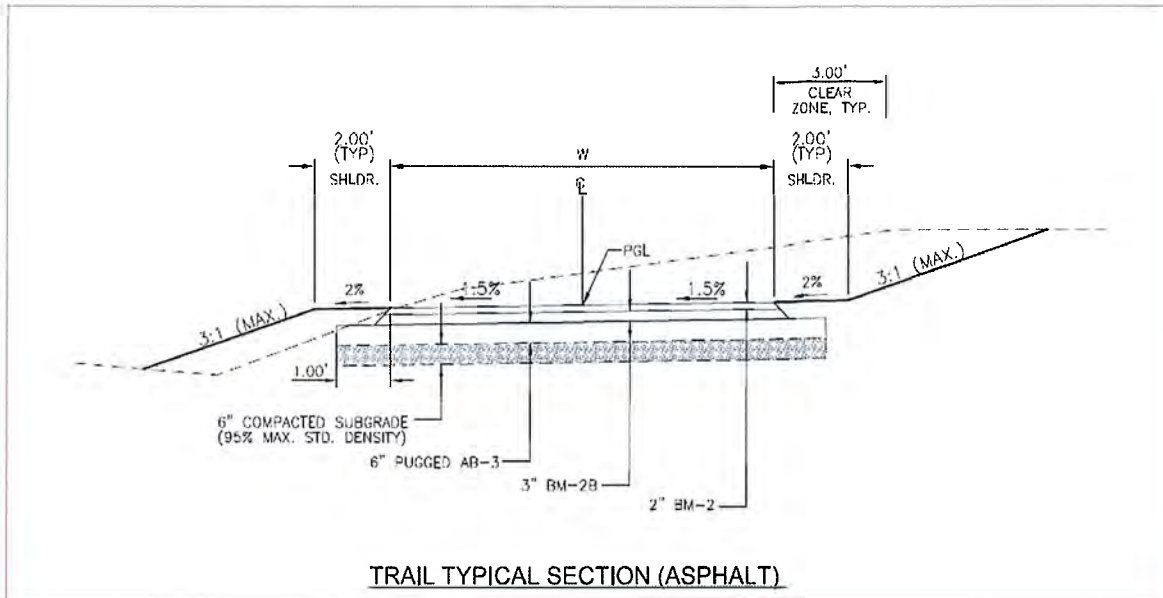
Engineers • Planners • Surveyors • Landscape Architects  
14920 West 107th Street • Lenexa, Kansas 66215  
www.schlagelassociates.com • (913) 492-6158 • Fax: (913) 492-6400  
Kansas State Certificates of Authority  
#E-296 #LA-29 #LS-54

**PROPERTY EXHIBIT - BOULDER CREEK**



## EXHIBIT B

### Trail Construction Technical Specifications and Standards



Mix designs for all asphalt material to be used on this project, with a testing date current within six months of the date of the notice to proceed, shall be submitted and approved by the engineer prior to placement of any asphalt. This submittal shall include, but not be limited to, information in Section 600, of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, 1990 Edition and Section 1300 of the Olathe Technical Specifications.