



NOTICE - In an effort to follow social distancing guidelines during the COVID-19 pandemic, there is a limited amount of space and chairs available in the Council Chambers to accommodate the public. Members of the public are encouraged to watch the meeting live online at OlatheKS.org/OGN or at their convenience, once the meeting video is archived within hours of its conclusion.

1. **CALL TO ORDER**

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

3. **PLEDGE OF ALLEGIANCE**

4. **SPECIAL BUSINESS**

A. Coronavirus update by Fire Chief Jeff DeGraffenreid.

B. Consideration of Resolution No. 20-1041 reappointing members to the Planning Commission.

Staff Contact: Liz Ruback

C. Consideration of Resolution No. 20-1042 reappointing a member to the Board of Zoning Appeals.

Staff Contact: Liz Ruback

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 June 2, 2020.

Staff Contact: Brenda Long

B. Consideration of a drinking establishment renewal application for Old Chicago, 11969 S. Strang Line Rd.

Staff Contact: Brenda Long

C. Consideration of a precious metal dealer license application for Niche Jewelry, Inc. located at 2115 E. 151st Street.

Staff Contact: Brenda Long

- D. Consideration of Resolution No. 20-1043 calling for a public hearing to levy assessments to collect unpaid city expenditures for mowing of weeds and removal of debris.
Staff Contact: Brenda Long
- E. Consideration of Resolution No. 20-1044 authorizing indemnification and defense for the City Manager in the matter of Denise Hammond and Chris Hammond v. Michael Wilkes, et al.
Staff Contact: Ron Shaver and Chris Grunewald
- F. Request for the acceptance of the dedication of land for public easements and public street right-of-way for a final plat for Courts at Stonebridge, First Plat (FP20-0006) containing one (1) common tract on 6.03± acres; located at the northeast corner of the intersection of W. 168th Terrace and W. 169th Place. Planning Commission approved this plat 9-0 at the June 8, 2020 meeting.
Staff Contact: Beth Wright and Zach Moore
- G. Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat of Hidden Lake Estates, Fourth Plat (FP20-0005) containing thirty (30) lots and one (1) common tract on 28.45± acres; located northwest of W. 113th Terrace and S. Clare Road. Planning Commission approved the plat 9 to 0.
Staff Contact: Beth Wright and Kim Hollingsworth
- H. Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat of Valley Ridge, Fifth Plat (FP20-0007) containing twenty-five (25) lots and one (1) common tract on 15.45± acres; located southeast of S. Cedar Creek Parkway and W. 115th Street. Planning Commission approved the plat 9 to 0.
Staff Contact: Beth Wright and Kim Hollingsworth
- I. Consideration of Consent Calendar.
Staff Contact: Mary Jaeger and Beth Wright
- J. Consideration of Change Order No. 1 to the contract with Linaweaver Construction, Inc. for construction of the 2020 Cedar Creek Streets Improvements Project, PN 3-P-003-20.
Staff Contact: Mary Jaeger and Beth Wright
- K. Consideration of Agreement No. 87-20 with the Kansas Department of Transportation (KDOT) for funding the construction and construction inspection of the I-35 and 119th Street Interchange Reconfiguration Project, PN 3-C-026-16.
Staff Contact: Mary Jaeger and Beth Wright

- L.** Consideration of Amendment No. 1 to the agreement with Turner Construction for construction of the Fire Station #8 Improvements Project, PN 6-C-009-18.
Staff Contact: Mary Jaeger and Beth Wright
- M.** Consideration of Architect's Estimate, acceptance of bids, and award of contract to Crossland Construction, Inc. for construction of the Fire Training Center Improvements Project, PN 6-C-004-13.
Staff Contact: Mary Jaeger and Beth Wright
- N.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to Linaweaver Construction, Inc. for construction of the Little Cedar Creek (Park to Elm) Phase II Stormwater Improvements Project, PN 2-C-017-19.
Staff Contact: Mary Jaeger and Beth Wright
- O.** Consideration of renewal of contract to K&W Underground, Inc. for fiber restoration, support, installation and maintenance for use by Public Works.
Staff Contact: Mary Jaeger and Amy Tharnish
- P.** Consideration of renewal of contract with Cisco Systems, Inc. for the purchase of Cisco products and professional services for the IT Department.
Staff Contact: Mike Sirna and Amy Tharnish
- Q.** Consideration of award of contract to SNF Inc. dba. BFX Fire Apparatus for the replacement of one (1) Type 6 Squad Mini-Pumper Light Engine for the fire department.
Staff Contact: Jeff DeGraffenreid and Amy Tharnish

6. NEW BUSINESS-ADMINISTRATION

- A.** Consideration of Resolution No. 20-1045 authorizing the issuance and delivery of the principal amount of General Obligation Temporary Notes, Series 2020-A.
Staff Contact: Dianna Wright and Amy Tharnish
- Action needed: Consider a motion to approve or deny.
- B.** Consideration of Resolution No. 20-1046 and Ordinance No. 20-22 authorizing the issuance and delivery of the General Obligation Improvement and Refunding Bonds, Series 233.
Staff Contact: Dianna Wright and Amy Tharnish
- Action needed: Consider a motion to approve or deny.

- C. Consideration of Ordinance No. 20-23 authorizing issuance of industrial revenue bonds for the KidsTLC, Inc. project.

Staff Contact: Dianna Wright and Emily Vincent

Action needed: Consider a motion to approve or deny.

7. NEW CITY COUNCIL BUSINESS

8. END OF TELEVISED SESSION

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 on 2021 Community Development Block Grant (CDBG) funding recommendations.

Staff Contact: Dianna Wright and Emily Vincent

2. Report on 2019 external audit and Comprehensive Annual Financial Report.

Staff Contact: Dianna Wright and Amy Tharnish

3. Report on the Timeline of Cedar Creek Arterial Roadways.

Staff Contact: Mary Jaeger and Beth Wright

10. ADDITIONAL ITEMS

11. ADJOURNMENT

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City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: City Manager's Office

STAFF CONTACT: Liz Ruback

SUBJECT: Consideration of Resolution No. 20-1041 reappointing members to the Planning Commission.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1041 reappointing members to the Planning Commission.

SUMMARY:

The attached resolution, reappointing members to the Planning Commission, is submitted for consideration by the City Council. The following individuals are recommended for reappointment:

<u>Name</u>	<u>Term</u>
Chip Corcoran	6/20-6/23
Ryan Freeman	6/20-6/23
Jeremy Fry	6/20-6/23

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Consider motion to adopt a resolution reappointing members to the Planning Commission.

ATTACHMENT(S):

6-16-20 Planning reappointments resolution

RESOLUTION NO. 20-1041

A RESOLUTION APPOINTING A MEMBER TO THE PLANNING COMMISSION.

WHEREAS, the Planning Commission was created by Kansas Statute 12-701 et seq. and Chapter 2.32 of the Olathe Municipal Code; and

WHEREAS, the Commission consists of nine (9) to eleven (11) members appointed for three (3) year staggered terms; and

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

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
Chip Corcoran	1/16	4/17-4/20
Ryan Freeman	9/14	4/17-4/20
Jeremy Fry	8/09	4/17-4/20
Dean Vakas	6/15	4/18-4/21
Ryan Nelson	1/13	4/16-6/22
Marcia Youker	9/19	9/19-9/22
Barry Sutherland	6/16	6/16-6/22
Shirley Allenbrand	7/19	7/19-7/22
Taylor Breen	11/19	11/19-11/22; and

WHEREAS, the terms of Chip Corcoran, Ryan Freeman and Jeremy Fry have expired; and

WHEREAS, the Governing Body finds that it is appropriate to reappoint Chip Corcoran, Ryan Freeman and Jeremy Fry to another three-year term.

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

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

<u>Member</u>	<u>Initial Appointment</u>	<u>Current Term</u>
Chip Corcoran	1/16	6/20-6/23
Ryan Freeman	9/14	6/20-6/23
Jeremy Fry	8/09	6/20-6/23
Dean Vakas	6/15	4/18-4/21
Ryan Nelson	1/13	4/16-6/22
Marcia Youker	9/19	9/19-9/22
Barry Sutherland	6/16	6/16-6/22
Shirley Allenbrand	7/19	7/19-7/22
Taylor Breen	11/19	11/19-11/22

RESOLUTION NO. 20-1041

SECTION TWO: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 16th day of June, 2020.

SIGNED by the Mayor this 16th day of June, 2020.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: City Manager's Office

STAFF CONTACT: Liz Ruback

SUBJECT: Consideration of Resolution No. 20-1042 reappointing a member to the Board of Zoning Appeals.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1042 reappointing a member to the Board of Zoning Appeals.

SUMMARY:

The attached resolution, reappointing a member to the Board of Zoning Appeals, is submitted for consideration by the City Council. The following individual is recommended for reappointment:

<u>Name</u>	<u>Term</u>
Dean Vakas	6/20-6/23

FINANCIAL IMPACT:

N/A

ACTION NEEDED:

Consider motion to adopt a resolution reappointing a member to the Board of Zoning Appeals.

ATTACHMENT(S):

6-16-20 BZA reappointment resolution

RESOLUTION NO. 20-1042

A RESOLUTION REAPPOINTING MEMBERS TO THE BOARD OF ZONING APPEALS.

WHEREAS, the Board of Zoning Appeals (BZA) was created by Ordinance No. 83-50; and

WHEREAS, Ordinance No. 14-39, adopting the City's new Unified Development Ordinance, was approved by the Governing Body on June 17, 2014, continuing and revising the membership of the Board of Zoning Appeals in accordance with KSA 12-759; and

WHEREAS, Section 18.80.030 of the Unified Development Ordinance sets forth the membership, terms, powers, and duties of the Board of Zoning Appeals; and

WHEREAS, the Board consists of no less than five (5) and no more than seven (7) members appointed for three (3) year staggered terms; and

WHEREAS, BZA members shall hold no other public office for the City, except as a member of the Planning Commission; and

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

<u>Member</u>	<u>Initial Appointment</u>	Current Term
Dean Vakas	11/16	5/17-5/20
Ryan Nelson	7/15	5/18-5/21
Barry Sutherland	11/19	11/19-11/22
Jeremy Fry	11/16	12/19-12/22
Marcia Youker	11/19	11/19-11/22; and

WHEREAS, Dean Vakas' term has expired; and

WHEREAS, the Governing Body finds that it is appropriate to reappoint Dean Vakas to another three-year term.

RESOLUTION NO. 20-1042

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>
Dean Vakas	11/16	6/20-6/23
Ryan Nelson	7/15	5/18-5/21
Barry Sutherland	11/19	11/19-11/22
Jeremy Fry	11/16	12/19-12/22
Marcia Youker	11/19	11/19-11/22

SECTION TWO: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 16th day of June 2020.

SIGNED by the Mayor this 16th day of June 2020.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Legal

STAFF CONTACT: Brenda Long

SUBJECT: Consideration of approval of the City Council meeting minutes of June 2, 2020.

ITEM DESCRIPTION:

Consideration of approval of the City Council meeting minutes of June 2, 2020.

SUMMARY:

Attached are the City Council meeting minutes of June 2, 2020 for Council consideration of approval.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approval of the City Council meeting minutes of June 2, 2020.

ATTACHMENT(S):

A. 06-02-2020 Council Minutes



**COUNCIL AUDIT COMMITTEE MET WITH EXTERNAL AUDITORS -5:30
P.M. - 6:00 P.M.**

1. CALL TO ORDER

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

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

2. EXECUTIVE SESSION

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

- A.** To discuss personnel matters of non-elected personnel pursuant to the exception provided in K.S.A.75-4319(b)(1) regarding the evaluation of the Municipal Judge.

Motion by Campbell, seconded by Vogt, to recess into an executive session to discuss personnel matters of non-elected personnel pursuant to the exception provided in K.S.A.75-4319(b)(1) regarding the evaluation of the Municipal Judge for 55 minutes. The motion carried with the following vote:

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

3. RECONVENE FROM EXECUTIVE SESSION

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

5. PLEDGE OF ALLEGIANCE

6. SPECIAL BUSINESS

- A.** Coronavirus update by Fire Captain Marvin Butler.
Olathe City Council COVID-19 Update 6/2/2020

Presentation was given by Marvin Butler, Captain, Emergency Management and Homeland Security, Fire Department.

I will be conducting today's COVID-19 update. Since Chief DeGraffenreid last provided you with an update, the state of Kansas moved into Governor Kelly's "modified Phase 2" of her Ad Astra Recovery Plan on May 22nd. She moved out of the plan on May 26th. Over the next few minutes, I will provide a recap of the events leading to the end of Governor Kelly's Ad Astra Recovery Plan and shifting powers to the counties.

On **May 20th**, Governor Kelly announced as a part of her commitment to rebuilding Kansas and the economy, "The Strengthening People and Revitalizing Kansas" (SPARK) task force to lead the state's economic recovery. The task force is charged with leading Kansas forward in recovery from the effects of COVID-19.

On **May 22**, the Kansas House approved a motion that the session continue past the midnight deadline. The resulting action cut Kansas' Governor Laura Kelly's executive powers dealing with emergencies. This is part of one of twelve bills that the Senate GOP leadership put forward for the end of the legislative session. While the proposed bill would extend the governor's current emergency declaration beyond its current May 26 declaration date, the proposed language that was presented Thursday said that no new declarations could be issued without a review and approval from legislators.

All businesses/activities allowed in Phase 1 and 1.5 may continue to operate with outlined social distancing, mass gathering, and public health restrictions outlined in Executive Order 20-34.

On Tuesday **May 26th** Governor Kelly vetoed House Bill 2054 and announced a series of actions her administration has taken to respond to the emergency situation COVID-19 currently presents to the economy and to public safety.

Governor Kelly signed a new state disaster declaration to ensure that Kansas can effectively respond to the current emergency, this includes an unprecedented economic emergency accountability and the imminent threat of new outbreaks of COVID-19. This will also ensure the state can continue its coordinated response with federal and state partners.

Governor Kelly announced that she will be issuing a 3rd proclamation. Under the new proclamation, the Ad Astra Plan is now merely guidance. All restrictions and mitigation efforts for COVID-19 will rest with the counties. The County had until midnight to issue orders. If the County chose to do nothing, as of midnight, there are no rules governing mass gatherings, business, etc.

The new state disaster declaration addressing the current emergency enables Kansas to provide services through the Kansas Division of Emergency Management, the Kansas Department of Health and Environment, the Kansas National Guard, and the federal government. Under the new disaster declaration, the operative provisions of several Executive Orders will be reissued.

On the evening of **May 26th** Johnson County Govt. issued a press release stating it will not impose additional limits, based on current conditions. Johnson County Local Health Officer Dr. Joseph LeMaster and Johnson County Department of Health and Environment director Dr. Sanmi Areola both **strongly recommend** that Johnson County residents and businesses continue to adhere to the phases and guidance in the state's Ad Astra plan.

On **Thursday May 28th** the Johnson County Board of Commissioners took action to renew the County's local disaster plan which is required to continue to receive State and Federal assistance.

The Johnson County Board of County Commissioner approved the creation of a Johnson County guidance plan effective May 29th and lasting through June 11th which is reflective of the guidance in phase 3 of the state's Ad Astra Recovery Plan. Board of County Commissioners also voted to support a message from Johnson County Local Health Director Dr. Joseph LeMaster and Johnson County Department of Health and Environment Director Dr. Sanmi Areola **strongly recommending** that Johnson County residents and businesses continue to adhere to the Ad Astra plan.

On **Friday May 29th** Olathe Public Works Streets, Police Department and Fire Department supported the First Open COVID Testing Venue in Johnson County by the Johnson County Department of Health.

At this time, I will provide you with the most recent Johnson County COVID-19 statistics as of June 2nd.

Positives - 857 Negatives - 19,425 Test Rate (Per 1000) - 33.7
Individuals Tested - 20,282 Positive % - 4.2% Presumed
Recovered - 513 Deaths - 66

Locally we have three long term health care facilities with COVID 19 Clusters

Facility 1 - 45 cases with one death
Facility 2 - 15 cases with 0 deaths
Facility 3 - 5 cases with 0 deaths

This is the end of my COVID 19 update.

- B.** Consideration of Resolution No. 20-1038 appointing and reappointing members to the Persons with Disabilities Advisory Board.
Mayor Copeland thanked Katie Cecil, Jennifer Kucinski and Chris Osborn for their willingness to serve the community. Mark Gash,

Persons with Disabilities Advisory Board Chair, shared about the activities of the board and upcoming events. Mr. Gash and the appointees participated in the council meeting virtually.

Motion by Bacon, seconded by Vogt, to approve Resolution No. 20-1038. The motion carried by the following vote:

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

7. CONSENT AGENDA

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

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

- A.** Consideration of approval of the City Council meeting minutes of May 19, 2020.
Approved
- B.** Consideration of a cereal malt beverage license application for APNA Food & Fuel, located at 13705 College Blvd., for calendar year 2020.
Approved
- C.** Consideration of Consent Calendar.
Approved
- D.** Consideration of Change Order No. 3 to the contract with Beemer Construction Co., Inc. for construction of the Old 56 Highway Watermain Improvements Project, PN 5-C-016-18.
Approved
- E.** Consideration of Architect's Estimate, acceptance of bids, and award of contract to Harmon Construction, Inc. for construction of the Municipal Court Security Enhancements Project, PN 7-C-001-19.
Approved
- F.** Consideration of Resolution No. 20-1039 authorizing the public sale of General Obligation Temporary Notes, Series 2020-A; and General Obligation Improvement and Refunding Bonds, Series 233.
Approved
- G.** Consideration of renewal of contract to Phoenix Concrete & Underground, LLC for Concrete Services.
Approved
- H.** Consideration of renewal of contract to Ingram Content Group for library materials for the Olathe libraries.
Approved

- I. Consideration of Emergency Order for personal protection equipment from Fully Promoted dba EmbroidMe.

Approved

8. NEW BUSINESS-PUBLIC WORKS

- A. Consideration of Resolution No. 20-1040 authorizing a survey and description of land or interest to be condemned for the I-35 & 119th Street Interchange Improvements Project, PN 3-C-026-16.

Motion by Bacon, seconded by Vogt, to approve Resolution No. 20-1040. The motion carried with the following vote:

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

- B. Consideration of Ordinance No. 20-19 approving an engineer's survey and authorizing the acquisition of land for the I-35 & 119th Street Interchange Improvements Project, PN 3-C-026-16.

Motion by Bacon, seconded by Vogt, to approve Ordinance No. 20-19. The motion carried with the following vote:

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

9. NEW BUSINESS-ADMINISTRATION

- A. Consideration of Ordinance No. 20-20 amending Section Four of Ordinance No. 19-83 pertaining to the legal description of land required to construct the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16.

Chet Belcher, Transportation Manager, gave a short presentation.

Councilmember McCoy asked what this area would be used for in the future and Mr. Belcher said it would be used for a trail.

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

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

- B. Consideration of Ordinance No. 20-21 levying special assessments to pay costs of improvements to Lone Elm Commerce Sanitary Sewer PN 1-B-014-18.

Motion by Bacon, seconded by Vogt, to approve Ordinance No. 20-21. The motion carried by the following vote:

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

10. NEW CITY COUNCIL BUSINESS

Councilmember McCoy said he was grateful that Olathe has a great relationship with the surrounding communities and mentioned that city staff had worked with other agencies to provide support in the past few days.

11. END OF TELEVISED SESSION**12. 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. A report on the annual mowing of weeds and removal of debris for levy assessments.
Report accepted.
2. Report from the Street Maintenance Sales Tax (SMST) Finance Oversight Committee on the 2019 activities.
Report accepted.

B. DISCUSSION ITEMS

1. Presentation and discussion on the 2021-2025 Capital Improvements Plan.
Dianna Wright, Resource Management Director, presented an overview of the 2021-2025 Capitol Improvements Plan.

Councilmembers and Staff engaged in discussions regarding several projects including the Transfer Station, 119th Street and Woodland, Raising the Rails, and the Quiet Zone.

13. ADDITIONAL ITEMS

Mayor Copeland said the Executive Session with Judge McElheiny went well and the Council is very pleased with her work and glad she is on the team.

Councilmember Campbell said he had attended the first SPARK meeting in Topeka and indicated motions were made that could provide funding to cities.

Councilmember Vogt said she would like staff to check on the number of banners and signs that had popped up in recent days. City Manager, Michael

Wilkes, said he would have staff look into it. Ms. Vogt indicated she wanted business to be able to make the public aware they were open, but not with as many signs.

Councilmember Bacon expressed concern regarding the construction on Santa Fe and the traffic issues it was causing. Deputy Public Works Director, Beth Wright, said they were aware of the concerns and were evaluating various options to address the issues.

Mr. Bacon said he had noticed an odor coming from the composting facility. Public Works Director, Mary Jaeger, said that it is not unusual this time of year.

Mr. Bacon asked about the railroad crossing at Santa Fe and said it needed maintenance again. Ms. Jaeger said they would again ask BNSF if they would allow grinding at that crossing, however, they had not allowed it in the past.

Mr. Bacon said he would like to see a reduced or free day at Lake Olathe Beach. Parks and Recreation Director, Michael Meadors, said staff had discussed the possibility of a 2 for 1 on non-peak days.

Councilmember McCoy said he also had heard some concerns expressed regarding the work being done on Santa Fe and how it is causing difficulties for businesses that were trying to get re-opened after being shut down for COVID. Ms. Wright explained the scope of the project and said she would be happy to have citizen calls forwarded to her to help find solutions.

Councilmember Brownlee commented regarding the COVID funding the County had received and would like to see the City continue to push for distribution of funding.

Councilmember Bacon said most of the traffic on Santa Fe is a result of people trying to get to the businesses. He suggested allowing some limited left turns. He also asked that manholes be flush with the pavement if they were in a drive lane. Ms. Wright said they would look into both of those concerns.

14. ADJOURNMENT

The meeting was adjourned at 9:09 p.m.

Brenda D. Long
City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Legal

STAFF CONTACT: Brenda Long

SUBJECT: Consideration of a drinking establishment renewal application for Old Chicago, 11969 S. Strang Line Rd.

ITEM DESCRIPTION:

Consideration of a drinking establishment renewal application for Old Chicago, 11969 S. Strang Line Rd.

SUMMARY:

The application for the business noted below has been submitted for a drinking establishment license in accordance with Title 7, Liquor Laws, of the Olathe Municipal Code (OMC). The application is available in the City Clerk's office for review.

Old Chicago
11969 S. Strang Line
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 this license application.

ACTION NEEDED:

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

ATTACHMENT(S):

A. Old Chicago Staff Recommendations

Brenda Long

From: Brenda Long
Sent: Friday, May 22, 2020 5:10 PM
To: Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Joel Yeldell; Rachelle Breckenridge; Timothy Linot
Subject: DEL - Old Chicago 5-20-20
Attachments: DEL - Old Chicago 5-20-20.pdf

Tracking:	Recipient	Response
	Dianna Wright	Approve: 5/22/2020 6:01 PM
	GIS Shared	Approve: 5/26/2020 11:26 AM
	James Gorham	Approve: 5/29/2020 9:33 AM
	Joel Yeldell	Approve: 5/26/2020 2:08 PM
	Rachelle Breckenridge	Approve: 6/02/2020 3:04 PM
	Timothy Linot	Approve: 6/01/2020 9:16 AM

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

[Brenda Long](#), City Clerk

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City Clerk's Office | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service





To: Brenda Long, City Clerk
From: Dianna Wright, Director of Resource Management
Subject: Liquor License Renewal
Date: May 22, 2020

Resource Management is in receipt of Old Chicago of Kansas, Inc (dba Old Chicago) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for of Old Chicago of Kansas, Inc (dba Old Chicago), 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

MAY 20 2020

CITY OF OLATHE
CITY CLERK OFFICE

CITY OF OLATHE



DRINKING ESTABLISHMENT LIQUOR LICENSE APPLICATION

Date: 4/20/2020 Business Phone: (303) 570-7038

Name of Applicant: Old Chicago

Business Address of Applicant: 11969 S Strang Line Rd., Olathe, KS 66062
City State Zip

E-mail Address of Applicant (optional): Stephanie.Devine@Craftworksholdings.com

Legal description of premises: _____

Owner of premises (if different than applicant): Old Chicago of Kansas, Inc.

Address of owner of premises: PO Box 6220, Broomfield, CO 80021
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.

Courtney Mooney
Name of Applicant (Print Please)

State of Colorado

[Signature]
Signature

County of Broomfield

Assistant Secretary
Title

[Signature]
Notary

SEAL

Sworn and subscribed before me this

This 8 day of May, 2020

STEPHANIE L DEVINE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 19974019103
MY COMMISSION EXPIRES 10/20/2021

Cash Receipt



Receipt #: 50766
User: MELISSALM
Dept: CC
Date: 05/20/2020
Time: 15:39:40

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

Customer: CraftWorks Holdings

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT _____

Item	Description	Notes	Amount
DRINKING ESTAB	CraftWorks 1000.43130	Check No. 10969	\$500.00
Final Total Received			\$500.00



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Legal

STAFF CONTACT: Brenda Long

SUBJECT: Consideration of a precious metal dealer license application for Niche Jewelry, Inc. located at 2115 E. 151st Street.

ITEM DESCRIPTION:

Consideration of a precious metal dealer license application for Niche Jewelry, Inc. located at 2115 E. 151st Street.

SUMMARY:

The applicant noted below has applied for a precious metal dealer license. The applicant has met the necessary requirements for issuance of a precious metal dealer license and the application is recommended for approval by staff.

The application is available for review in the City Clerk's Office.

Niche Jewelry
2115 E. 151st Street
Olathe, KS 66062

FINANCIAL IMPACT:

The applicant has paid the \$25.00 license fee in accordance with Chapter 5.42 of the Olathe Municipal Code.

ACTION NEEDED:

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

ATTACHMENT(S):

A. Niche Jewelry Staff Recommendations

Brenda Long

From: Brenda Long
Sent: Thursday, May 21, 2020 4:22 PM
To: Joel Yeldell; GIS Shared; Rachelle Breckenridge; Shannon Brandau
Subject: PPMD - Niche Jewelry 5-20-20
Attachments: Niche Jewelry 5-20-20.pdf

Tracking:	Recipient	Response
	Joel Yeldell	Approve: 5/22/2020 8:47 AM
	GIS Shared	Approve: 5/26/2020 11:18 AM
	Rachelle Breckenridge	Approve: 6/02/2020 3:35 PM
	Shannon Brandau	Approve: 6/2/2020 6:59 AM

Please use the voting tab to make comments and recommendations for the attached application by May 28.

Thank you.

Brenda Long, City Clerk

(913) 971-8675 | OlatheKS.org

City Clerk's Office | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service



RECEIVED

MAY 20 2020

CITY OF OLATHE
CITY CLERK OFFICE

APPLICATION FOR PAWNBROKER'S OR PRECIOUS METAL DEALER'S LICENSE

City of Olathe County of Johnson

Application is hereby made by the undersigned for a license under the provisions of the Pawnbroker's and Precious Metal Dealer's Act, K.S.A. 16-706 *et seq*, for a:

- ☐ Pawnbroker's License
☒ Precious Metal Dealer's License

This application is accompanied by \$25.00 as a license fee for the period terminating one year following the issuance of the license.

Date: _____ Phone: 913 393 0800

1. License to be issued to:
- ☐ Individual
 - ☐ Partnership
 - ☒ Corporation
 - ☐ Firm, company or association

2. A. If an individual, please state the full name and residence address:

- B. If a partnership, please state the full name of each partner and the residence address of each.

- C. If a corporation, please state the full name of such corporation or and where incorporated.

Niche Jewelry Inc.

Kansas

- D. If a firm, company or association, please state the name of each owner and the residence of each.

See below

Please state the full name of each officer, manager, director and stockholder of such corporation or firm, company or association, the office or position of each and the residence address of each.

Name	Residence Address	Office or Position
William Elkins	16600 W 144th Terrace, Olathe, KS 66062	President and Treasurer
Wendy Elkins	16600 W 144th Terrace, Olathe, KS 66062	Vice President and Secretary

3. Please state the address or addresses of any and all places of business premises, where the applicant is to be doing business in Kansas.

2115 E 151st Street, Olathe, KS 66062

4. Please state the hours and days of the week during which applicant proposes to engage in business of pawn broking or sales of precious metals at each place above mentioned.

Tuesday through Saturday 10am to 4pm

5. Is the applicant the holder of a valid Retailers Sales Tax Certificate issued by the Director of Revenue pursuant to K.S.A. 79-3608, for each place of business for which application for license had been made? ☒ Yes ☐ No

Sales Tax #: 004-113778782F-01
FEIN: 11-3778782

NOTICE: Questions #6 (A-F) through #7 must be answered in regard to all individuals, all partners of a partnership, all officers, managers, directors, and stockholders of a corporation or firm, company or association that is applying for a pawnbroker's or precious metals license. If there is more than one person in the category, please make a copy of this page for the other persons to complete and attach it to the application.

6. Applicant Name: William Elkins Email: William@nichejewelry.com

A. Are you a citizen of the United States? ☒ Yes ☐ No

B. Are you now, and have you been, an actual resident of the State of Kansas for at least two (2) years immediately preceding the date of this application?¹

☒ Yes ☐ No

C. Have you or your spouse ever been convicted of or pleaded guilty to a felony, under the laws of this state, or any other states, or of the United States, or has either of you ever forfeited a bond to appear in court to answer charges for any such offense within ten (10) years immediately prior to this application for a license?

You: ☐ Yes ☒ No
Your Spouse: ☐ Yes ☒ No

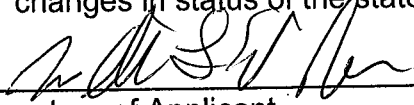
D. Have you or your spouse ever had a pawnbroker's or precious metals license revoked?

You: ☐ Yes ☒ No
Your Spouse: ☐ Yes ☒ No

E. Are you twenty-one (21) years of age or older? ☒ Yes ☐ No

F. Do you own the premises for which a license is sought, or do you have a written lease therefore at least, three-fourths (3/4) of the period for which the license sought is to be issued? ☐ Own ☒ Lease

7. I agree that I will maintain all current and applicable state licenses and I will notify _____ County Clerk/_____ City Clerk within five (5) business days of any changes in status of the state license. WLE (initial)


Signature of Applicant

5/15/2020
Date

President

Office or Position of Applicant if Applicant is a Corporation or Association

¹ Although Attorney General Opinion No. 98-44 opined that the statutory provision establishing a Kansas residency requirement is unconstitutional, K.S.A. 16-708(b) making Kansas residency a requirement for a pawnbroker's and precious metal dealers license has not been amended.

Applicant has attached hereto a detailed inventory and description of all goods, wares, merchandise or other property held in pledge or for sale at the time of this application, at each place of business stated above, said inventory or inventories indicating whether or not all goods, ware, merchandise or other property was received in pledge or purchased as second hand merchandise. If you need additional space, make a copy of this page and number the additional pages at the bottom.

[illegible]

AFFIRMATION OF OATH

William Elkins, being first duly sworn, upon oath deposes and says: That such person is the applicant who makes the above foregoing application; that such person has read and signed the same, knows the contents thereof and that all statements therein contained are true.

The undersigned applicant certifies and acknowledges that undersigned applicant is authorized to execute the application either as the owner or as a designated agent of the owner and as such shall be jointly and severable responsible for compliance with all codes regulating pawnbrokers and the sale of precious metals.

[Signature]
Signature of Applicant

5/15/2020
Date

THIS FORM MUST BE NOTARIZED

STATE OF KANSAS, COUNTY OF Johnson, SS:

Subscribed and sworn to before me, a Notary Public in and for said county and state, this 15th day of May, 2020.



Brenda D. Long
Notary Public

My Commission Expires: 8-12-2020

Cash Receipt



Receipt #: 50765
User: MELISSALM
Dept: CC
Date: 05/20/2020
Time: 15:25:23

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

Customer: Niche Jewelry

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT _____

Item	Description	Notes	Amount
PAWN DEALER	Niche Jewelry 1000.48575	Check No. 7504	\$25.00
Final Total Received			\$25.00



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Legal

STAFF CONTACT: Brenda Long

SUBJECT: Consideration of Resolution No. 20-1043 calling for a public hearing to levy assessments to collect unpaid city expenditures for mowing of weeds and removal of debris.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1043 calling for a public hearing to levy assessments to collect unpaid city expenditures for mowing of weeds and removal of debris.

SUMMARY:

The attached resolution calls for a public hearing to levy assessments against lots, pieces and parcels of land located in the City of Olathe, Kansas, to collect unpaid city expenditures for the mowing of weeds and removal of debris.

The city has provided the services necessary for the upkeep of property as indicated on the attached resolution. The owners have been sent proper invoices and notices and the accounts have not been paid.

This year's proceedings include 158 parcels for \$80,815.13. The amounts certified for collection with Johnson County Records and Tax Administration in past years are as follows:

2019 - 129 parcels for \$ 53,469.26
2018 - 107 parcels for \$ 30,035.14
2017 - 97 parcels for \$ 49,194.13
2016 - 142 parcels for \$ 58,085.51
2015 - 128 parcels for \$ 51,605.55

Approval of this resolution will set the public hearing for July 21, 2020. The Council will be provided an assessment ordinance for consideration on August 4, 2020. The ordinance will be to consider levying assessments to collect the costs and expenses incurred by the city for mowing of weeds and removal of debris in accordance with Sections 6.06.130 and 6.09.120 of the Olathe Municipal Code.

FINANCIAL IMPACT:

These proceedings address the collection of expenses for properties, which currently total \$80,815.13

ACTION NEEDED:

Approve Resolution No. 20-1043 setting a public hearing for July 21, 2020

ATTACHMENT(S):

A. Resolution No. 20-1043

RESOLUTION NO. 20-1043

A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE LEVYING OF ASSESSMENTS AGAINST LOTS, PIECES AND PARCELS OF LAND LOCATED IN THE CITY OF OLATHE, KANSAS, TO COLLECT UNPAID CITY EXPENDITURES FOR THE MOWING OF WEEDS AND REMOVAL OF DEBRIS.

WHEREAS, the city of Olathe, Kansas, pursuant to Chapters 6.06 and 6.09 of the Olathe Municipal Code, did cause debris to be removed and/or weeds to be mowed on the property below; and

WHEREAS, the city caused to be kept an accurate record of the costs and expenses incurred by the city in removal of said debris and/or weed mowing of said weeds; and

WHEREAS, statements of the cost and expenses incurred by the city were sent to the record owners of said property described below; and

WHEREAS, said property owners have failed to pay such statements within thirty (30) days after such statements were sent; and

WHEREAS, Sections 6.06.130 and 6.09.120 of the Olathe Municipal Code authorize the city to levy a special service assessment upon the lots, pieces and parcels of property upon which said debris was removed and/or said weeds were mowed in order to collect the costs and expenses incurred by the city.

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

SECTION ONE: That a public hearing to consider the levying of assessments on the following described property in order to collect unpaid city expenditures to remove debris and/or mow weeds shall be held on the 21st day of July 2020, at 7:00 p.m. in the Council Chamber of the Olathe City Hall, 100 E. Santa Fe, Olathe, Kansas:

Owner	Description	Cost
BETTENCOURT, KARL 13085 WILD ROSE LN OLATHE, KS 66061	DF231326-200826-13-23 BG 319.15' N CTR/L SANTA FE ST ON E/L SW1/4 SW1/4W 325.45' TO PT ON W/L E1/2 SE1/4 SW1/4 SW1/4 N 333.73' TO NW CR E 325.55' TO NE CR S 331.71' TO POB EX W 30' & EX E 25' FOR STS 2.07 ACS M/L OLC 210 4	\$625.00
SMART PROPERTIES, LLC2211 W VALLEY OLATHE, KS 66061	DF231327-400727-13-23 BG 233' E SW CR SE1/4N 200' X E 200' .918 ACS M/L OLC 219	\$887.50
SMART PROPERTIES, LLC 2211 W VALLEY OLATHE, KS 66061	DF231327-402027-13-23 S 200' W 233' SE1/4 1.069 ACS M/L OLC 219C 2	\$812.50

LIGHT, ROBERT 29025 W 95 TH DE SOTO, KS 66018	DF231332-202132-13-23 W 1/2 SW1/4 EX 1.925 AC EX 4 AC EX 4 AC EX .75 AC EX .075 AC EX 1.458 AC EX .469 AC IN ST EX .778 AC IN ST & EX 38.24248 AC PLATTED 28.30252 ACS M/L OLC 274 5	\$250.00
CUMMINS, ROBERT, REV TRUST 650 N LINCOLN ST SPRING HILL, KS 66083	DF231335-406535-13-23 PT SE1/4 E 136' S 107.50' N 1320' .336 ACS M/L OLC 326H	\$125.00
CUMMINS, ROBERT, REV TRUST 650 N LINCOLN ST SPRING HILL, KS 66083	DF231335-406635-13-23 PT SE1/4 W 84' E 220'S 107.50' N 1320' .207 ACS M/L OLC 326J	\$125.00
WEDGE, RICHARD PO BOX 127 KETCHUM, OK 74349	DF231336-100236-13-23 BG CTR/L CEDAR ST 305' E W/L SW1/4 NW1/4 E 240.45' TO CRK NLY 60' NE 107'NW 100' NE 50.1' TO N/L SW1/4 NW1/4 W 195.4' S 297' TO BG 1.79 ACS EX S 25' IN ST OLC-0343	\$1,437.50
BNSF ATTN JOSH DRAKE 501 S KANSAS AVE OLATHE, KS 66061	DF231336-202236-13-23 ALL RR RWY THRU SW1/4 OLC 370	\$7,390.00
SOUTHRIDGE VENTURE 18701 HEMPHILL RD TONGANOXIE, KS 66086	DF231411-200211-14-23 S 110 ACS SW1/4 EX 2 TRACTS 15.04 AC & 1.55 AC IN HWY EX 20 AC M/L IN NW CR & EX.27 AC & .14 AC 73 ACS M/L OLC 466	\$480.00
GPC & L HOLDINGS LLC 11114 W 113TH ST OVERLAND PARK, KS 66210	DF241408-10028-14-24 BG 714.56' S NW CR NW1/4 S 490' E 680' N 490' W 15.39' & 664.61' TO POB 7.65 ACS M/L	\$125.00
SCAVUZZO, MICHEL 15325 S BLACKFOOT DR OLATHE, KS 66061	DP00210000 0180AMBER HILLS ESTATES 4TH PLAT LT 180 OLC 679 180	\$375.00
ARCHER VILLAS LLC 3514 CLINTON PKWY LAWRENCE, KS 66047	DP00460000 0001ARCHER SUBDIVISION, Lot 1	\$625.00
ENOCHS, DARREN 900 S DIANE OLATHE, KS 66061	DP00500007 0008	\$312.50
TESMER, SHAWN & DUPREE 2116 E ARROWHEAD CIR OLATHE, KS 66062	DP00500004 0015ARROWHEAD LT 15 BLK 4 OLC 670 5 4 15	\$250.00
WILSON KENWOOD TRUST 923 NE WOODS CHAPEL RD LEE'S SUMMIT, MO 64064	DP00500004 0033ARROWHEAD LT 33 BLK 4 OLC 670 5 4 33	\$312.50
FERGUSON, CHRISTOPHER 2025 E MOHAWK DR OLATHE, KS 66062	DP00500018 0014ARROWHEAD LT 14 BLK 18 OLC 670 4 18 14	\$167.50
TITAN FISH ONE, LLC 8349 MONTICELLO RD SHAWNEE, KS 66227	DP00760000 0001ASBURY CENTRE LT 1 OLC 469 1	\$1,812.50
TITAN FISH ONE, LLC 8349 MONTICELLO RD SHAWNEE, KS 66227	DP00760000 0002ASBURY CENTRE LT 2 OLC 469 2	\$1,187.50

JACOBSON-CAMPBELL 8349 MONTICELLO RD SHAWNEE, KS 66227	DP00760000 0T0AASBURY CENTRE TRACT A OLC 469 A	\$1,250.00
LEONEL, ADNANE 9840 WORNALL RD KANSAS CITY, MO 64114	DP01000001 0003AAVALON E 80 FT LOT 3 BLK 1 OLC 3430	\$125.00
JOHN, DEREK 10423 W 56TH ST SHAWNEE, KS 66203	DP01000001 0005AVALON LOT 5 BLK 1 OLC-3432	\$250.00
SANDERS, NEAL R 15907 W 150TH ST OLATHE, KS 66062	DP02700000 0119BELLA VISTA LT 119 OLC 658 1 119	\$562.50
PHILLIPS, MATTHEW 15133 S NAVAHO DR OLATHE, KS 66062	DP04500003 0067BLACKBOB TRAILS LT 67 BLK 3 OLC 679 3 67	\$312.50
VERNIKOV, VLADIMIR 84 CHICKEN VALLEY RD OLD BROOKVILLE, NY 11645	DP04700000 0034BRIARWOOD 1ST PLAT LT 34 OLC 643 3 34	\$250.00
BRIGHTON'S LANDING PO BOX 3165 OLATHE, KS 66063	DP05020000 0054BRIGHTON'S LANDING FIRST PLAT LT 54 OLC 77 54	\$250.00
P & L DEVELOPMENT LLC 14100 BELINDER ST OVERLAND PARK, KS 66224	DP05020000 0113BRIGHTON'S LANDING SECOND PLAT LT 113 OLC 77 5 113	\$125.00
P & L DEVELOPMENT LLC 14100 BELINDER ST OVERLAND PARK, KS 66224	DP05020000 0256BRIGHTON'S LANDING FOURTH PLAT LT 256	\$312.50
P & L DEVELOPMENT LLC 14100 BELINDER ST OVERLAND PARK, KS 66224	DP05020000 0269BRIGHTON'S LANDING FOURTH PLAT LT 269	\$187.50
BRIGHTON'S LANDING PO BOX 3165 OLATHE, KS 66063	DP05020000 0T0RBRIGHTON'S LANDING FOURTH PLAT TRACT R	\$125.00
BRITTANY DEVELOPMENT 12553 S HAGAN LN OLATHE, KS 66062	DP05400000 0T0ABRITTANY PLACE TRACT A OLC 375 1A TA	\$1,500.00
DIMMITT, BECKY 1105 N CURTIS ST OLATHE, KS 66061	DP08200002 0013BRYN VISTA PARK NO. 2 LT 13 BLK 2 OLC 172 2 13	\$280.00
ZETHRAEUS FAMILY TRUST 4490 ENCINAL CANYON MALIBU, CA 90265	DP10000011 0003ABURRIS & OCHEL TREES ADDITION LT 3 BLK 11 EX W 1/2 OLC 2360	\$106.32
PALACIOS, KATHY 814 E PARK ST OLATHE, KS 66061	DP10000011 0007BBURRIS & OCHEL TREES ADDITION E 90' LT 7 EX N 45' & E 90' LT8 BLK 11 OLC 2368	\$270.00
FORD, TIM 500 E JOHNSTON ST OLATHE, KS 66061	DP10000019 0005CBURRIS & OCHEL TREES ADDITION W 53' LT 5 BLK 19 OLC 2469A	\$125.00
ALBRECHT, MARK 12091 S TROOST ST OLATHE, KS 66061	DP12350000 0069CEDAR BROOKE THIRD PLAT LT 69 OLC 155 69	\$112.50
GUY, ORA 1833 W FERREL ST OLATHE, KS 66061	DP12800002 0006CEDAR ESTATES LT 6 BLK 2 OLC 303 2 6	\$125.00

OLATHE DEVELOPMENT 12735 MORRIS RD 400 ALPHARETTA, GA 30004	DP15100000 0011CORPORATE RIDGE EIGHTH PLAT LT 11 OLC 535 A 11	\$1,250.00
ARMSTRONG, MELODIE 1603 N MADISON ST RAYMORE, MO 64083	DP18500000 0178DEVONSHIRE PHASE II LT 178 OLC 615 6 178	\$1,187.50
TRIM, PETER 15970 QUIVIRA OVERLAND PARK, KS 66211	DP22000001 0010EDGEMERE AN ADDITION TO THE CITY OF OLATHE LT 10 BLK 1 OLC 4466	\$312.50
SANCHEZ, MARGARITA 912 S TROOST ST OLATHE, KS 66061	DP22000002 0004EDGEMERE AN ADDITION TO THE CITY OF OLATHE LT 4 BLK 2 OLC 4470	\$45.00
WHITNEY JR, DAVETTE 745 N WOODLAND RD OLATHE, KS 66061	DP23000000 0055ELMWOOD LOT 55 OLC-0211 0001 0055	\$125.00
GENESIS INV 2111 E SANTA FE ST 267 OLATHE, KS 66062	DP24000000 0075FAIRVIEW LOT 75 OLC-3836	\$125.00
ORTIZ, IVANA 1123 S PROVENCE ST OLATHE, KS 66061	DP24000000 0132FAIRVIEW LOT 132 OLC-3895	\$250.00
DONAHUE, JOE PO BOX 3720 OLATHE, KS 66063	DP24000000 0189FAIRVIEW W 25' LT 189 OLC 3938A	\$625.00
WILLIAMSON, ANDY 723 YOEKE ST TONGANOXIE, KS 66086	DP24000000 0196FAIRVIEW LT 196 EX N 81.48' OLC 3946	\$750.00
YOUNG, JENNIFER 800 W SPRUCE ST OLATHE, KS 66061	DP24000000 0221DFAIRVIEW LT 221 & S 6' LT 222 EX E 225' OLC 719 2	\$312.50
MEL LATORRE PROPERTIES I C/O HOLLEY PROPERTIES LLC 15601 W 139TH ST OLATHE, KS 66062	DP24100000 0001FAIRVIEW HILLS LOT 1 OLC-0733 0001	\$367.50
MEL LATORRE PROPERTIES I C/O HOLLEY PROPERTIES LLC 15601 W 139TH ST OLATHE, KS 66062	DP24100000 0004FAIRVIEW HILLS LOT 4 OLC-0733 0004	\$125.00
MEL LATORRE PROPERTIES I C/O HOLLEY PROPERTIES LLC 15601 W 139TH ST OLATHE, KS 66062	DP24100000 0005FAIRVIEW HILLS LOT 5 OLC-0733 0005	\$180.00
YE, YULIN & TUO CHEN 505 N MONROE ST OLATHE, KS 66061	DP24100000 0018FAIRVIEW HILLS LT 18 & S 5' LT19 OLC 733 18	\$125.00
LACAYO, MARIA 405 N MONROE OLATHE, KS 66061	DP24500000 0006FAIRWOOD ADDITION LT 6 OLC 741 1 6	\$125.00
4J VENTURES LLC 276 N SUMAC ST OLATHE, KS 66061	DP26900000 0300FOXFIELD VILLAGE SEVENTH PLAT LT 300	\$776.05

4J VENTURES LLC 276 N SUMAC ST OLATHE, KS 66061	DP26900000 0304FOXFIELD VILLAGE SEVENTH PLAT LT 304	\$125.00
LSF9 MASTER PARTICIPATION C/O USBANK TRUST 3630 PEACHTREE RD NE 1500 ATLANTA, GA 30326	DP27100000 0066FREDRICKSON'S SECOND ADDITION W 36' LT 65 & ALL LT 66 OLC 4434	\$187.50
ELIZABETH STREET LLC 2453 1ST AVE N SEATTLE, WA 98109	DP28000005 0003GAS LIGHT ACRES LT 3 BLK 5 & S6' LT 12 BLK 5 OLC 622B 5 3	\$125.00
ELIZABETH STREET LLC 2453 1ST AVE N SEATTLE, WA 98109	DP28000005 0005GAS LIGHT ACRES LOT 5 BLK 5 OLC-0622B0005 0005	\$242.50
LAUBINGER, DWAYNE 1006 W VIRGINIA LN OLATHE, KS 66061	DP29000000 000JGOVERNORS COURT NORTH CERT OF SURVEY OF PT LT 1 AS REC IN BK 1074 P 727 TRACT J EX BG SE CR W 8.93' N 28.26' E 8.32' S 28.30' TO POB IN ST	\$855.00
CAPTAIN'S FANCY REV TRUST 617 NW EDGEWOOD CT LEE'S SUMMIT, MO 64081	DP30000030 0010HAVENCROFT LT 10 BLK 30 OLC 637A 3 29 1 30 10	\$125.00
STOECKLE, L 16621 W 145TH TER OLATHE, KS 66062	DP30000042 0008HAVENCROFT LT 8 BLK 42 OLC 663 4 42 8	\$437.50
PRIETO, VICTOR 16645 W 147TH ST OLATHE, KS 66062	DP30000046 0002HAVENCROFT LT 2 BLK 46 OLC 663 4 46 2	\$1,305.00
BUSSANMAS, OTTO & MAXINE 301 N WARREN AVE BEVINGTON, IA 50033	DP32000002 0026AHIGHLAND ADDITION N 1/2 LT 26 & ALL LTS 27 & 28 BLK 2 OLC 4015 1	\$125.00
PINTO, LUIS 4415 S LANE ST OLATHE, KS 66061	DP32100000 0076HIGHLAND PARK LOT 75 EX N 2' & ALL LOT 76 OLC-4150	\$187.50
LANIER, ALLAN L & MINDY 875 S WATER STOLATHEKS66061	DP34000000 0006HODGES HIGHLANDS LOT 6 OLC- 4456 0006	\$3,300.65
YG ESTATE & REHAB LLC15324 CONSER STOVERLAND PARKKS66223	DP36300000 0031HUNTINGTON HEIGHTS LT 31 OLC 194 31	\$125.00
SECRETARY OF HOUSING & URBAN DEV 451 7TH ST SW WASHINGTON, DC 20410	DP38500000 0016LAKEHURST LT 16 OLC 364 1 16	\$312.50
MUSAU, RAPHAEL 404 S CHAMBERY DR OLATHE, KS 66061	DP38500000 0055LAKEHURST LT 55 OLC 364 1 55	\$125.00
AZAZ FAMILY INVESTMENTS 8826 SANTA FE OVERLAND PARK, KS 66212	DP39000000 0020ALAKE SIDE ACRES LT 20 EX E 150' & EX BG 150' W NE CR W 88' X S 125' & EX BG SW CR E 125' X N 76' OLC 358 20	\$250.00

KLD BUYER ONE, LLC 5600 W 95TH ST OVERLAND PARK, KS 66207	DP39250000 0063LAKESHORE MEADOWS 2ND PLAT LT 63 OLC 271 63	\$125.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0015LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 15 OLC 246C 15	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0016LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 16 OLC 246C 16	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0017LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 17 OLC 246C 17	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0018LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 18 OLC 246C 18	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0019LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 19 OLC 246C 19	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0020LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 20 OLC 246C 20	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0021LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 21 OLC 246C 21	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0022LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 22 OLC 246C 22	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0023LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 23 OLC 246C 23	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0031LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 31 OLC 246C 31	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0032LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 32 OLC 246C 32	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0035LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 35 OLC 246C 35	\$375.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE, KS 66062	DP40850000 0038LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 38 OLC 246C 38	\$125.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0042LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 42 OLC 246C 42	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0044LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 44 OLC 246C 44	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0045LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 45 OLC 246C 45	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0046LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 46 OLC 246C 46	\$375.00

CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0049LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 49 OLC 246C 49	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0050LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 50 OLC 246C 50	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0051LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 51 OLC 246C 51	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK, KS 66210	DP40850000 0052LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 52 OLC 246C 52	\$375.00
BRENT, LARRY 900 N WALKER ST OLATHE, KS 66061	DP46500004 0001MID CONTINENT VILLAGE LT 1 BLK4 & S 1/2 VAC COTHRELL ST ADJ OLC 180 4 1	\$750.00
NBH BANK 11111 W 95TH ST S-100 OVERLAND PARK, KS 66214	DP47000000 0009MILLBROOKE LOT 9 OLC-0346 0009	\$500.00
MERIDIAN TITLE COMPANY 64 E 6400 S SALT LAKE CITY, UT 84107	DP47500000 0001MOORE BUSINESS PARK FIRST PLAT LT 1 EX BG NE CR S 46.19'NW 58.18' W 502.01' SW 166.50'& 51.57' TO E RTWY/L MOORE AVEN 65.52' TO NW CR LT 1 E 755.79' TO POB OLC 617 6 1	\$2,000.00
CONSUEGRA, ALEXIS 809 S GRANT ST OLATHE, KS 66061	DP50000000 0003NONEMAKER ADDITION LOT 3 OLC- 4455F0003	\$375.00
MEL LATORRE PROPERTIES I C/O HOLLEY PROPERTIES LLC 15601 W 139TH ST OLATHE, KS 66062	DP50000000 0007NONEMAKER ADDITION LOT 7 EX N 2.07' OLC 4455F 7	\$125.00
BURNETTE, TERESA 527 ROZIER CHURCH RD LUMBERTON, NC 26360	DP50000000 0009NONEMAKER ADDITION LT 9 EX PT LYING N OF FOLL DESC LINE BG AT PT ON W/L LT 9 PT BEING 35.04' S NW COR E TO PT ON E/LLT 9 PT BEING 33.55' S NE COR OLC 4455F 9	\$125.00
MEL LATORRE PROPERTIES I C/O HOLLEY PROPERTIES LLC 15601 W 139TH ST OLATHE, KS 66062	DP50000000 0016NONEMAKER ADDITION S 4' LOT 16& N 71' LOT 17 OLC 4455F 13	\$125.00
AULD, KEVIN PO BOX 321 OLATHE, KS 66051	DP50400002 0029NORTH RIDGE SUBDIVISION FIRST PLAT LT 29 BLK 2 OLC 582 3 2 29	\$125.00
LAMBERT, AIKHIONBARE 6955 N DURANGO DR 1115- 302 LAS VEGAS, NV 89149	DP50400006 0014NORTH RIDGE SUBDIVISION THIRD PLAT PT LT 14 BLK 6 EX N 46.13' OLC 582 7 6 14	\$125.00
LAMBERT, AIKHIONBARE 955 N DURANGO DR 1115- 302 LAS VEGAS, NV 89149	DP50400006 0014ANORTH RIDGE SUBDIVISION THIRD PLAT N 46.13' LT 14 BLK 6 OLC 582 7 6 14A	\$367.00
KING, OZELLA 3702 LANGTRY DR AMARILLO, TX 79109	DP50400016 0008NORTH RIDGE SUBDIVISION SIXTH PLAT LT 8 BLK 16 BG MOST SLY CR NW 28' NE 150.09' TO PT ON NELY/L SELY 51.12' TO MOST ELY CR SW 140.73' TO POB OLC 582 16 8	\$187.50

HUGGINS, ROGER & ELEANOR617 N WATER ST OLATHE, KS 66061	DP52000002 0011OLATHE LT 11 BLK 2 OLC 27	\$1,000.00
SERNA, ABRAHAM 321 N CHESTNUT ST OLATHE, KS 66061	DP52000011 0003OLATHE LT 3 & N 1/2 VAC ALLEY ADJ BLK 11 OLC 193	\$687.50
CAPE, JEAN 315 W PRAIRIE ST OLATHE, KS 66061	DP52000022 0003AOLATHE W 17.5' LT 3 & ALL LT 4 BLK 22 OLC 417	\$125.00
GENESIS INV 2111 E SANTA FE ST 267 OLATHE, KS 66062	DP52000023 0011OLATHE LT 11 BLK 23 & E 1/2 & N 1/2 VAC ALLEY ADJ OLC 441	\$125.00
EDUCATE AND FEED CHILDREN MHS LLC PO BOX 122 STILWELL, KS 66085-0122	DP52000024 0004AOLATHE N 83' LTS 4 & 5 BLK 24 OLC 451 1	\$160.00
LATORRE, W C/O LATORRE INVESTMENTS LLC 14708 S MUR LEN RD OLATHE, KS 66062	DP52000038 0012OLATHE LTS 11 & 12 BLK 38 OLC 831	\$187.50
ALL ABOUT RENTALS LLS 15204 S BLACKFEATHER ST OLATHE, KS 66062	DP52000038 0014OLATHE LTS 14 & 17 BLK 38 OLC 834	\$160.00
UNITED STATES POSTAL SERVICE 300 W PERSHING RD KANSAS CITY, MO 64108	DP52000047 0014OLATHE S 20.50' LTS 14 & 15 ALL LTS 16 THRU 30 & VAC ALLEYS ADJ THEREOF OLC 1107 BTAO 2023 80 TG	\$575.00
GANGEL, L.J & CAROLYN 24930 W 128TH ST OLATHE, KS 66061	DP52000054 0009OLATHE LTS 9 & 10 BLK 54 OLC 1304	\$125.00
RAY, MELVIN 315 S PINE ST OLATHE, KS 66061	DP52000072 0007OLATHE LT 7 & S 1/2 VAC ALLEY & N 1/2 LT 8 BLK 72 OLC 1725	\$125.00
MAECOMMON 250 E 96TH ST INDIANAPOLIS, IN 46240	DP53200000 0003AOLATHE COMMONS SECOND PLAT PT LT 3 LYG WITHIN ICMB CONT AREAOLC 103 2A 3A	\$562.50
HPA BORROWER 2017 1 ML LLC PO BOX 4698 LOGAN, UT 84323	DP57700000 0019PERSIMMON POINTE FIRST PLAT LT 19 OLC 224 7 1 19	\$125.00
444KSA VENTURES, LLC 12404 W 62ND TER SHAWNEE, KS 66216	DP59000001 0002PILCHER PLACE LT 2 BLK 1 & W1/2 VAC ALLEY ADJ OLC-1921	\$430.00
444KSA VENTURES, LLC 12404 W 62ND TER SHAWNEE, KS 66216	DP59000001 0006PILCHER PLACE LTS 3 6 & 7 BLK 1 & W1/2 VAC ALLEY ADJ OLC 1925	\$1,250.00
WALTER, BRYCE & ANN1005 N LINCOLN ST OLATHE, KS 66061	DP59170000 0017PRAIRIE HAVEN EAST 1ST PLAT LT 17 OLC 209 17	\$328.00
HALL, RYAN 1000 S PITT ST OLATHE, KS 66061	DP60200000 0034PROVENCE VILLAGE LOTS 34 & 35 OLC-0035	\$187.50
TAYLOR, PATRICK 10508 W 134TH ST #4201 OVERLAND PARK, KS 66213	DP60260000 0062QUAILWOOD ESTATES 2ND PLAT LT 62 OLC 196 62	\$187.50

HARTLEY, SHAWN PO BOX 3933 OLATHE, KS 66063	DP62000000 0005BRIDGECREST LOT 5 LYING ELY BEG 106.2 FT WLY NE COR SWLY TO S COR OF LOT OLC-0639 0005A	\$125.00
MEL LATORRE PROPERTIES I C/O HOLLEY PROPERTIES LLC1 5601 W 139TH ST OLATHE, KS 66062	DP63000003 000C1RIDGEVIEW ADDITION TO THE CITY OF OLATHE KANSAS BLOCKS 1 TO 4 INCLUSIVE N 80' W 85' E 295' LT C BLK 3 OLC 2639 26	\$430.00
LOREDO, ANDRES & FABIOLA 44 W CONCORD KANSAS CITY, MO 64112	DP63000003 000C3RIDGEVIEW ADDITION TO THE CITY OF OLATHE KANSAS BLOCKS 1 TO 4 INCLUSIVE S 92.5' E 210' LT C BLK 3 OLC 2639 26B	\$125.00
JOSEPH, KARLA 301 S CENTRAL ST OLATHE, KS 66061	DP6310000A 0002RIDGEVIEW ADDITION NO. 2 TO THE CITY OF OLATHE KANSAS BLOCKS A, B, C AND D LT 2 BLK A OLC 2637 2	\$305.00
A & J TOTAL SERVICES 1505 E STATE ROUTE 2 CLEVELAND, MO 64734	DP63500005 0006RIDGEVIEW SOUTH LOT 6 BLK 5 OLC-0339 0066	\$750.00
GUERRERO, HERMALINDA 825 S SUNSET DR OLATHE, KS 66061	DP63500005 0007RIDGEVIEW SOUTH LOT 7 BLK 5 OLC-0339 0067	\$187.50
WILDER, KARA904 S HUNTER DR OLATHE, KS 66061	DP63500007 0008RIDGEVIEW SOUTH LT 8 BLK 7 EX SE 8' OLC 339 97	\$125.00
MENDIETA, JOEL 928 S HUNTER DR OLATHE, KS 66061	DP63500007 0014ARIDGEVIEW SOUTH LT 14 BLK 7 EX TR ON SE 28' ON NE & 28' ON SW & EX BG 115.97' SE MOST NLY CR SE 8' SW TO SW/L PT BEING 142.72' SE WLY CR NW 16' NE TO POB OLC 339 103	\$125.00
MILLER, DARRELL & LYNDA 722 S WINDSOR OLATHE, KS 66061	DP63500008 0008RIDGEVIEW SOUTH BLOCKS 8 TO 13INCLUSIVE LT 8 BLK 8 OLC 339 114	\$328.00
CONYBEAR, DONALD 1121 W ELM ST OLATHE, KS 66061	DP65000000 0022ROLLING RIDGE LOT 22 OLC-0299 0022	\$125.00
KROUT, KRISTINA 916 S VIRGINIA LN OLATHE, KS 66061	DP65100000 0220ROLLING RIDGE SOUTH LOT 220 OLC-0301 0220	\$125.00
ROLLING RIDGE SOUTH HOMES, RICHARD ENOCHS 10100 SANTA FE DR STE 301 OVERLAND PARK, KS 66212	DP65100000 0254ROLLING RIDGE SOUTH LOT 254 OLC-0301 0254	\$735.00
HUFFMAN, JORDAN & EWBANK, TANNER 307 N MAHAFFIE ST OLATHE, KS 66061	DP68000003 0011SANTA FE HEIGHTS S 7' LOT 10 & ALL LOT 11 BLK 3 OLC-3580	\$500.00
CASTILLO NAHUACATL, VALENTIN 316 N KEELER ST OLATHE, KS 66061	DP68000004 0022SANTA FE HEIGHTS LOTS 22 & 23 BLK 4 OLC-3622	\$305.00
BECK EQUITIES 323 MOJAVE WEST ST LAKE QUIVIRA, KS 66217	DP68300000 0013SAXONY LT 13 OLC 290 13	\$125.00

CHIPPER TWO, LLC 119 N PARKER OLATHE, KS 66061	DP68300000 0018ASAXONY W 42.5' LT 18 OLC 290 18A	\$125.00
PRASAD, KRISHNA & SAROJ 13904 STONEFIELD LN CLIFTON, VA 22024	DP68500003 0046SCARBOROUGH LT 46 BLK 3 OLC 674 3 46	\$437.50
HB OF OLATHE3 600 NE RANDOLPH RD RANDOLPH, MO 64161	DP69650000 0041ASHOPS OF SUNNYBROOK 4TH PLAT, Lot 41A	\$125.00
CERBERUS SFR HOLDINGS II LP 1850 PARKWAY PL 900 MARIETTA, GA 30067	DP71800006 0022STAGECOACH MEADOWS THIRD PLAT LT 22 BLK 6 OLC 669 6 22	\$500.00
ATER, RONALD 588 W LOULA OLATHE, KS 66061	DP72000002 0008ASTEPHENSON'S ADDITION TO OLATHE (STEVENSONS ADDITION) S 173' W 140' LT 8 BLK 2 OLC 3301	\$8,076.05
WIRES, JOHN 521 W LOULA ST OLATHE, KS 66061	DP72100001 0001CSTEVENSONS SECOND ADDITION BG NE CR LT 1 BLK 1 S 286' TO ELY RTWY/L RR NW 86.93' N 220.687' TO N/L LT 1 E 56.20' TO POB & OLATHE W 32' LT 5 & W 32' N 9' LT 6 BLK 57 & ADJ VAC ALLEY BETWEEN W 32' LTS 5 & 6	\$125.00
TERAN PAREDES, LUIS 15452 S WYANDOTTE DR OLATHE, KS 66062	DP72820000 0135STONEHURST FOURTH PLAT LT 135 OLC 684D 135	\$375.00
PENNYMAC LOAN SERVICES LLC1 610 CONDOR DR MOORPARK, CA 93021	DP72900000 0018STRATFORD ESTATES LT 18 OLC 672 18	\$125.00
LAZY B REVOCABLE TRUST C/O JOHN HAUGHEY 1090 N LINCOLN ST OLATHE, KS 66061	DP73000000 0055ATAFT PARK BG NE CR LT 55 S 61.48' W 123' N ALG W/L LTS 5756 & 55 60.82' TO NW CR LT 55 E 123' TO POB OLC 4642 1	\$125.00
MEL LATORRE PROPERTIES I C/O HOLLEY PROPERTIES LLC 15601 W 139TH ST OLATHE, KS 66062	DP73000000 0173TAFT PARK LT 173 THRU 178 EX PT IN ST OLC 4735 2	\$575.60
C & R PROPERTIES 16117 W CHALET DR OLATHE, KS 66062	DP73000000 0183TAFT PARK S 10' LT 186 & ALL LTS 187 & 188 & E 1/2 VAC ALLEY ADJ EX W 15' OLC 4751	\$125.00
EMORY, SONYA 711 N WILLIE ST OLATHE, KS 66061	DP73000000 0197TAFT PARK LT 197 EX N 5' & ALL LT 198 & E1/2 VAC ALLEY ADJ & N1/2 VAC CATALPA ST ADJ LT 198 OLC 4751 2	\$305.00
DOLCE PROPERTIES 11835 ROE AVE 128 LEAWOOD, KS 66211	DP73880000 0007THE VILLAGES OF SUNNYBROOK ESTATES 6TH PLAT LT 7 OLC 83 5 7	\$1,750.00
DOLCE PROPERTIES 11835 ROE AVE 128 LEAWOOD, KS 66211	DP73880000 0008THE VILLAGES OF SUNNYBROOK ESTATES 6TH PLAT LT 8 OLC 83 5 8	\$1,875.00

DOLCE PROPERTIES1 1835 ROE AVE 128 LEAWOOD, KS 66211	DP73880000 0009THE VILLAGES OF SUNNYBROOK ESTATES 6TH PLAT PT LT 9 BG 251.15' N & 26.79' E SW CR LT 9 N 88.08' E 80.42' S 88.08' W 80.42' TO POB & PT LT 9 BG 71.80' & 48.74' SE & 32.40' SWNW CR LT 9 E 30.40' S 59.49' W 30.40' N 59.49' TO POB OLC 83 5 9	\$125.00
DOLCE PROPERTIES 11835 ROE AVE 128 LEAWOOD, KS 66211	DP73880000 0T0CTHE VILLAGES OF SUNNYBROOK ESTATES 6TH PLAT TRACT C EX BG NE CR LT 5 SUNNYBROOK W 267.51' NW 153.20' NE 64.19' SE 375.52' SE CUR LF 7' SE 47.60' TO POB OLC 83 5 C	\$437.50
PTACEK, CODY C/O FEDRAL LOAN MORTGAGE CORPOTATION 8201 CYPRESS PLAZA DR JACKSONVILLE, FL 32256	DP74050000 0017THE RESERVE OF BRIGHTON'S LANDING LT 17 OLC 76 2 1A 17	\$187.50
MASINGALE, STEPHANIE 13904 S SYCAMORE ST OLATHE, KS 66062	DP74500000 0066ATOMAHAWK TRAILS LT 66 EX NLY 8' & NE 11' LT 67 OLC 652 3 66A	\$1,420.00
BREY, MICHAEL 13845 S SYCAMORE ST OLATHE, KS 66062	DP74500000 0125TOMAHAWK TRAILS LT 125 OLC 652 3 125	\$60.00
MOUNVIEW LLC PO BOX 881 LAWRENCE, KS 66044	DP75500000 0133TWO TRAILS LT 133 OLC 176C 133	\$187.50
RICHERT, DONNA 1215 E JOHNSTON ST OLATHE, KS 66061	DP75500000 0184TWO TRAILS E 39.9' LT 184 OLC 176A 184	\$250.00
PALACIOS, GONZALO 1200 E LOULA ST OLATHE, KS 66061	DP77000001 0017WALDRON PLACE LOTS 17 & 18 BLK 1 OLC 2551	\$187.50
ALVAREZ, JUAN BELTRAN 1013 E PARK ST OLATHE, KS 66061	DP77000003 0007WALDRON PLACE LOT 7 BLK 3 OLC- 2591	\$462.50
EXPLORER INC 11709 W HARMONY LN OLATHE, KS 66062	DP77900000 0002WESTLAKE INDUSTRIAL PARK SECOND PLAT LT 2 EX PT DESC AS: BG 136.64' E SW CR LT 2 SELY CUR RT 91.23' E 234.11' TO PT E/L LT 3 N 290' W 290.90' S 218.50' W 82.17' TO POB OLC 474 2	\$375.00
ASFAW, SOSSINA 2012 E CHEROKEE PL OLATHE, KS 66062	DP78300001 0005WILLOW BEND LT 5 BLK 1 OLC 670 1 1 5	\$839.96
PUNO, ROMAN 15420 W 155TH ST OLATHE, KS 66062	DP78970000 0236WOODLAND CREEK 5TH PLAT LT 236 OLC 682E 236	\$250.00

SECTION TWO: That a notice of such public hearing, substantially in the form described below shall be published once in the official city newspaper at least ten (10) days prior to the public hearing and shall also be mailed to each property owner of record of the property described above:

NOTICE OF PUBLIC HEARING

A public hearing to consider levying assessments on the following described lots, pieces and parcels of land in order to collect unpaid city expenditures for the removal of debris and/or mowing of weeds shall be held in the Council Chamber of the Olathe City Hall, 100 E. Santa Fe, Olathe, Kansas, at 7:00 p.m., on the 21st day of July, 2020.

(Description of Property)

Written or oral objections will be considered at such meeting.

City Clerk

(Seal)

ADOPTED by the Council this 16th day of June 2020.

SIGNED by the Mayor this 16th day of June 2020.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Legal

STAFF CONTACT: Ron Shaver / Chris Grunewald

SUBJECT: Resolution No. 20-1044 authorizing indemnification and defense for the City Manager in the matter of *Denise Hammond and Chris Hammond v. Michael Wilkes, et al.*

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1044 authorizing indemnification and defense for the City Manager in the matter of *Denise Hammond and Chris Hammond v. Michael Wilkes, et al.*

SUMMARY:

Plaintiffs are homeowners who voluntarily participated in a City of Olathe stormwater improvement project. They filed a civil action in Johnson County District Court against the City Manager J. Michael Wilkes, the City of Olathe, and Pyramid Contractors, Inc. (the City's stormwater project contractor) regarding the City's stormwater project.

K.S.A. 75-6116 (Attachment A) requires cities to defend and indemnify officers and employees from personal liability in lawsuits based on actions which were within the scope of the duties of an officer's or employee's position with the City.

Section 3.60.130 of the Olathe Municipal Code (Attachment B) designates the City Manager to determine the eligibility of a current or former employee for indemnification and defense.

Historically, in situations where a lawsuit has included the City Manager as a defendant, the City Council has adopted a resolution authorizing the City Manager's indemnification and defense. For the current lawsuit, Staff recommends that City Council adopt the proposed resolution authorizing the indemnification and defense of the City Manager (Attachment C).

FINANCIAL IMPACT:

The cost of defense of the lawsuit is being covered under the City's insurance policy.

ACTION NEEDED:

Approval Resolution No. 20-1044 authorizing indemnification and defense for the City Manager in the matter of *Denise Hammond and Chris Hammond v. Michael Wilkes et al.*

ATTACHMENT(S):

A: K.S.A. 75-6116

B: OMC 3.60.130

C: Resolution 20-1044 Authorizing Indemnification and Defense

75-6116. Defense and payment of liability and defense costs of employee in civil cases; payment of punitive or exemplary damages or reimbursement of related defense costs; compromise or settlement of claim; not a waiver of immunity; certain health care providers considered employees. (a) If an employee of a governmental entity is or could be subject to personal civil liability on account of a noncriminal act or omission which is within the scope of the employee's employment and which allegedly violates the civil rights laws of the United States or of the state of Kansas, the governmental entity:

(1) Shall provide for the defense of any civil action or proceeding which arises out of the act or omission and which is brought against the employee in the employee's official or individual capacity, or both, to the extent and under the conditions and limitations provided by K.S.A. [75-6108](#) and amendments thereto for the defense of actions and proceedings under the Kansas tort claims act; and

(2) may reimburse the employee attorney fees, costs and expenses incurred in defending a claim for punitive or exemplary damages in such action or proceeding to the extent and under the conditions and limitations provided by K.S.A. [75-6108](#) and amendments thereto for reimbursement of such fees, costs and expenses incurred in defending a claim for punitive or exemplary damages under the Kansas tort claims act.

(b) The governmental entity, subject to any procedural requirements imposed by statute, ordinance, resolution or written policy, shall pay or cause to be paid any judgment or settlement of the claim or suit, including any award of attorney fees, and all costs and fees incurred by the employee in defense thereof if:

(1) The governmental entity finds that the employee reasonably cooperated in good faith in the defense of the action or proceeding;

(2) the trier of fact finds that the action or proceeding arose out of an act or omission in the scope of the employee's employment; and

(3) the trier of fact does not find that the employee acted or failed to act because of actual fraud or actual malice.

(c) Notwithstanding any other provision of law to the contrary, a governmental entity may pay any part of a judgment taken against an employee of the governmental entity that is for punitive or exemplary damages for the violation of the civil rights laws of the United States if the governmental entity finds that:

(1) The action or proceeding arose out of an act or omission in the scope of the employee's employment;

(2) the employee reasonably cooperated in good faith in the defense of the claim; and

(3) the employee's act or omission was not the result of actual fraud or actual malice.

(d) The possibility that a governmental entity may pay that part of a judgment that is for punitive or exemplary damages or attorney fees or other costs related thereto shall not be disclosed in any trial in which it is alleged that an employee of that entity is liable for punitive or exemplary damages, and such disclosure shall be grounds for mistrial.

(e) A municipality may pay for the cost of providing defense, judgments and other costs involving actions for alleged civil rights violations in the same manner as that provided in the Kansas tort claims act.

(f) In actions described in subsection (a), a claim against the state or an employee of the state may be compromised or settled for and on behalf of the state or employee under the conditions and procedures provided by K.S.A. [75-6106](#) and amendments thereto for settlements of actions pursuant to the Kansas tort claims act.

(g) Nothing in this section or in the Kansas tort claims act shall be construed as a waiver by the state of Kansas of immunity from suit under the 11th amendment to the constitution of the United States.

(h) For the purposes of this section only, a health care provider, as defined by K.S.A. [75-6115](#) and amendments thereto, who provides professional services at a state correctional institution shall be considered an employee for the purposes of this section, even if such services were rendered pursuant to contract as an independent contractor.

History: L. 1979, ch. 186, § 16; L. 1983, ch. 299, § 2; L. 1985, ch. 293, § 1; L. 1987, ch. 353, § 8; L. 1989, ch. 279, § 1; July 1.

3.60.130 Protection of Officers.

The city shall, through insurance or other means, fully comply with the provisions of the Kansas Tort Claims Act, requiring the city to provide legal defense and pay judgments related to tort actions against city officers and employees operating legally and within the scope of their employment. The city shall purchase errors or omissions insurance, sometimes called public official liability insurance, when such coverage may be obtained at a moderate cost.

Pursuant to K.S.A. [75-6108](#), the city manager is hereby designated as the person to receive, and to determine eligibility of, any written requests from the city's officers and employees to provide a defense to civil tort actions or proceedings that may be filed against them. (Ord. 91-08 § 1, 1991; Ord. 89-98 § 1, 1989.)

The Olathe Municipal Code is current through Ordinance 20-15, passed May 5, 2020.

Disclaimer: The City Clerk's Office has the official version of the Olathe Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

[City Website: www.olatheks.org](http://www.olatheks.org)

[Code Publishing Company](#)

ATTACHMENT C

RESOLUTION NO. 20-1044

A RESOLUTION INDEMNIFYING J. MICHAEL WILKES FOR PERSONAL LIABILITY WHICH MAY OCCUR AS A RESULT OF THE PERFORMANCE OF OFFICIAL DUTIES WITHIN THE SCOPE OF HIS OFFICE RELATED TO EVENTS LEADING TO AND SURROUNDING THE CASE OF *DENISE HAMMOND AND CHRIS HAMMOND V. MICHAEL WILKES, ET AL.*, CASE NO. 20CV02146, IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS.

WHEREAS, K.S.A. 75-6116 provides that if an employee of a governmental body is, or could be subject to personal civil liability based upon actions which were within the scope of the employee's position, and which allegedly violate the civil rights laws of the United States or the State of Kansas, the governmental body shall provide a defense and pay any judgment or settlement of the claim or suit so long as the employee's act or omission giving rise to the action or proceeding was not the result of actual fraud or actual malice; and

WHEREAS, it is the opinion of the Governing Body of the City of Olathe, Kansas, that it is of public utility and necessity that a defense and indemnification for damages be provided for City Manager J. Michael Wilkes.

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

SECTION ONE: That City Manager J. Michael Wilkes be provided a defense and be indemnified for any judgment that may be entered against him by a reason of any claim stated in the above referenced lawsuit, so long as the City Manager reasonably cooperates in good faith in the defense and the judgment reflects that the City Manager was acting in the scope of his office and acting without actual fraud or actual malice.

SECTION TWO: This Resolution shall take effect immediately.

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

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

Mayor

ATTACHMENT C

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Beth Wright, Deputy Public Works Director, Zachary Moore, Planner II

SUBJECT: FP20-0006: Courts at Stonebridge, First Plat, Applicant: Brian Rodrock, Stonebridge Land and Cattle, LLC

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 **Courts at Stonebridge, First Plat** (FP20-0006) containing one (1) common tract on 6.03± acres; located at the northeast corner of the intersection of W. 168th Terrace and W. 169th Place. Planning Commission approved this plat 9-0 at the June 8, 2020 meeting.

SUMMARY:

This final plat application is to establish a common tract, and dedicate land for public street right-of-way and drainage, sanitary sewer, and utility easements. The subject property was rezoned to the R-3 District (RZ19-0024) with a revised preliminary site development plan in April 2020. This final plat is consistent with the preliminary site development plan.

The subject property is located within two street benefit districts and is therefore exempt from paying a street excise tax. Final plats in multi-family zoning districts are subject to a traffic signal excise tax of \$0.0120 per square foot of land. The required excise taxes must be submitted to the Planning Division prior to recording the final plat.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

1. Accept the dedication of land for public purposes for Courts at Stonebridge, First Plat (FP20-0006).
 2. Reject the dedication of land for public purposes for Courts at Stonebridge, 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: June 8, 2020**

Application:	FP20-0006: Final Plat for Courts at Stonebridge, First Plat		
Location:	Northeast corner of W. 168 th Terrace and W. 169 th Place		
Owner/Applicant:	Brian Rodrock; Stonebridge Land & Cattle		
Engineer:	Tim Tucker, P.E.; Phelps Engineering, Inc.		
Staff Contact:	Zachary Moore, Planner II		
Site Area:	<u>6.03± acres</u>	Use:	<u>Multi-Family Residential Townhomes</u>
Tracts:	<u>1</u>	Current Zoning:	<u>R-3 (Residential Low-Density Multifamily)</u>

1. Comments:

The following application is a final plat for Courts at Stonebridge, First Plat. This plat will dedicate public street right-of-way, dedicate public easements, and establish Tract A. Tract A is dedicated to be used for the future development of townhomes, in addition to homeowner amenities, landscaping, monument signs, and private open space. The subject property was rezoned to the R-3 District in April 2020 with an associated preliminary site development plan which included 25 townhome units on the subject property.

The applicant has also submitted a final site development plan (PAR20-0020) which is currently under staff review. The property has never been platted previously, and must be platted prior to the issuance of any building permits.

2. Plat Review:

- a. **Lots/Tracts** – The plat includes one common tract approximately 4.28± acres in size. There are no lots within this plat, however, future plats will be submitted to plat each individual townhome unit and to divide them for private ownership.
- b. **Public Utilities** – The subject property is located within the Johnson County Wastewater and WaterOne service areas. Drainage Easements (D/E), Sanitary Sewer Easements (S/E), and Utility Easements (U/E) will be dedicated with this final plat.
- c. **Streets/Right-of-Way** – Fifty (50) feet of right-of-way for Bell Road, a local roadway, will be dedicated with this plat, providing roadway access to all future townhomes in the development. Sixty (60) feet of right-of-way for W. 169th Terrace, a collector

roadway, will also be dedicated along the southern plat boundary to provide future east/west access.



View of the subject property, looking east

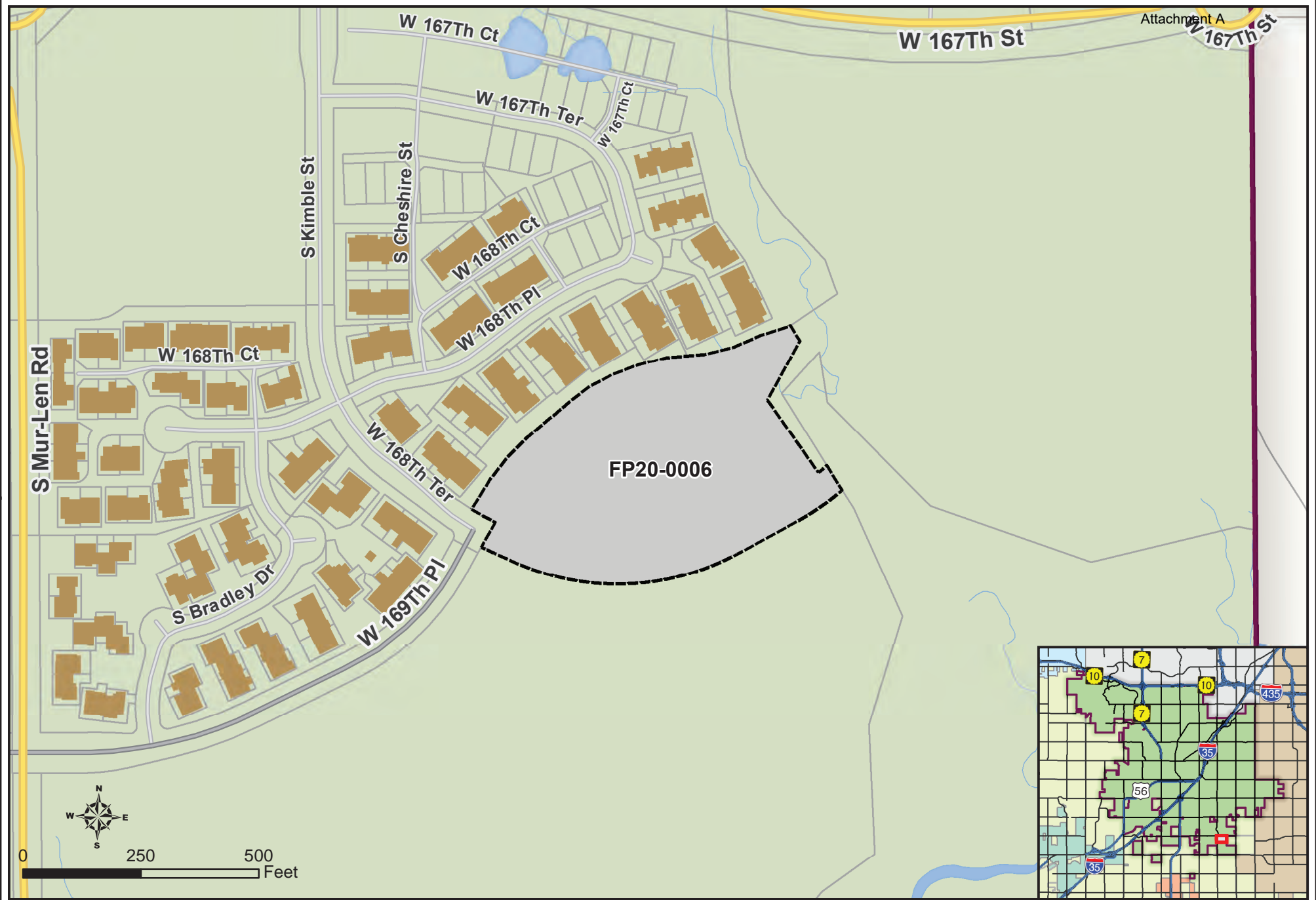


Aerial view of site outlined in red

3. Staff Recommendation:

Staff recommends approval of FP20-0006, final plat for Courts at Stonebridge, 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 plat must reflect any applicable stormwater treatment facilities and a Stream Corridor Maintenance Agreement must be submitted to the Public Works Department.
3. Prior to the issuance of building permits, this development must meet Title 17 Stormwater quality treatment requirements, along with approval of a final stormwater management plan.
4. Prior to recording the plat, the street labeled as W. 169th Terrace must be renamed W. 168th Terrace.
5. Above ground electrical equipment and telephone cabinets must be placed in the rear yard.
6. All new on-site wiring and cables must be placed underground.
7. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities' meter banks and coolers must be screened from public view, either with three-sided landscaping or with an architectural treatment compatible with the buildings.



COURTS AT STONEBRIDGE, 1ST PLAT
FP20-0006



User: JaredMD
Date: 06/02/2020



COURTS AT STONEBRIDGE, FIRST PLAT

A SUBDIVISION OF LAND IN THE NORTHWEST QUARTER
SECTION 20, TOWNSHIP 14 SOUTH, RANGE 24 EAST, IN THE
CITY OF OLATHE, JOHNSON COUNTY, KANSAS

LEGAL DESCRIPTION
All that part of the Northwest Quarter of Section 20, Township 14 South, Range 24 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 20; thence S 88°01'38" W, along the North line of the Northwest Quarter of said Section 20, a distance of 973.15 feet; thence S 17°02'22" E, perpendicular to the last described course, a distance of 712.52 feet to a point on the Southern plat line of the COURTS AT FAIRFIELD VILLAGE, FIFTH PLAT, a plat subdivision of land in the City of Olathe, Johnson County, Kansas, said point also being the point of beginning; thence S 33°33'47" W, a distance of 38.35 feet; thence S 26°36'43" W, a distance of 143.20 feet; thence S 37°02'42" E, a distance of 188.13 feet; thence Northeast along a curve to the left, said curve having an initial tangent bearing of N 48°34'41" E and a radius of 470.00 feet, on an arc distance of 110.7 feet; thence N 47°13'41" E, a distance of 12.10 feet; thence S 34°00'05" E, a distance of 60.71 feet; thence S 47°13'41" W, a distance of 2.84 feet; thence Southwesterly along a curve to the right, said curve being tangent to the last described course and having a radius of 530.00 feet, on an arc distance of 114.15 feet; thence S 39°34'07" W, a distance of 34.07 feet; thence West along a curve to the right, said curve being tangent to the last described course and having a radius of 530.00 feet, on an arc distance of 484.99 feet; thence N 68°00'04" W, a distance of 49.38 feet; thence West along a curve to the right, said curve being tangent to the last described course and having a radius of 680.00 feet, on an arc distance of 30.54 feet to a point on the Eastern plat line of the COURTS AT FAIRFIELD VILLAGE, SECOND PLAT, a plat subdivision of land in the City of Olathe, Johnson County, Kansas, thence along the Eastern plat line of said THE COURTS AT FAIRFIELD VILLAGE, SECOND PLAT, for the following three (3) courses; thence N 27°05'19" E, a distance of 59.33 feet; thence N 62°54'41" W, a distance of 30.00 feet; thence Northeast along a curve to the right, said curve being tangent to the last described course and having a radius of 620.00 feet, on an arc distance of 26.69 feet to the Southeast corner of the COURTS AT FAIRFIELD VILLAGE, THIRD PLAT, a plat subdivision of land in the City of Olathe, Johnson County, Kansas; thence along the Southern plat line of said THE COURTS AT FAIRFIELD VILLAGE, THIRD PLAT, for the following nine (9) courses; thence N 25°53'03" E, a distance of 72.71 feet; thence N 36°08'20" E, a distance of 60.02 feet; thence N 43°02'51" E, a distance of 60.63 feet; thence N 47°37'57" E, a distance of 115.04 feet; thence N 49°58'00" E, a distance of 53.73 feet; thence N 60°58'30" E, a distance of 56.00 feet; thence N 67°19'22" E, a distance of 57.92 feet; thence N 74°02'59" E, a distance of 61.06 feet; thence N 82°46'26" E, a distance of 45.01 feet to the Southeast plat corner of said THE COURTS AT FAIRFIELD VILLAGE, THIRD PLAT, said point also being the Southwest plat corner of the COURTS AT FAIRFIELD VILLAGE, FIFTH PLAT; thence along the Southern plat line of said THE COURTS AT FAIRFIELD VILLAGE, FIFTH PLAT, for the following five (5) courses; thence N 82°46'26" E, a distance of 36.28 feet; thence N 74°03'50" E, a distance of 63.84 feet; thence N 64°39'57" E, a distance of 61.05 feet; thence N 70°13'37" E, a distance of 62.80 feet; thence N 54°02'57" E, a distance of 4.66 feet to the point of beginning, containing 6.0317 acres, more or less, of unplatted land.

The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereafter be known as "COURTS AT STONEBRIDGE, FIRST PLAT".

DEDICATION

The undersigned proprietors of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on this plat as streets, terraces, paces, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietors hereby disavow and agree to indemnify the City of Olathe, Johnson County, Kansas, from any expense incurred to the relocation of any such existing utility installations within said prior easements.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, and under these areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Olathe, Kansas.

An easement to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "S/S" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and to hereby dedicated to the Consolidated Main Sewer District of Johnson County, Kansas or their assigns. Alteration of land contours will be permitted only with the express written approval of JCM. Any placing of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation therefor.

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

Notice: This site includes Stormwater Treatment Facilities, as defined and regulated in the Olathe Municipal Code. Restrictions on the use or alteration of the said facilities may apply.

STREAM CORRIDOR NOTICE
This property is located within or contains a Stream Corridor, as defined and regulated in the City of Olathe, Kansas, Municipal Code. Restrictions on the use or alteration of land within the Stream Corridor may apply. This property is also subject to the obligations and requirements of the Stream Corridor Maintenance Agreement (SCMA) approved by the City.

Tract "A" shall be owned and maintained by Stonebridge Courts Homes Association. Said tract is intended to be used for future development of future townhomes and homeowner amenities, landscaping, monuments and private open space.

CONSENT TO LEVY

The undersigned proprietors of the above described land hereby agree and consent that the Board of County Commissioners of Johnson County, Kansas, and the City of Olathe, Johnson County, Kansas, shall have the power to release said land proposed to be dedicated to public ways and thoroughfares, or parts thereof, for public use, from the lien of any special assessments, to the extent 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 such dedicated public way or thoroughfare.

EXECUTION

IN TESTIMONY WHEREOF, Stonebridge Partners, LLC, has caused this instrument to be executed on this ____ day of ____.

Stonebridge Partners, LLC

By: Brian Rodrock, Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

BE IT REMEMBERED that on this ____ day of ____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came Brian Rodrock, Manager of Stonebridge Partners, LLC, who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said partnership, and such person duly acknowledged the execution of the same to be the act and deed of the same.

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

Notary Public: _____ My Appointment Expires: _____

Print Name: _____

APPROVALS

Approved by the Planning Commission of the City of Olathe, Johnson County, Kansas, this ____ day of ____, 20____.

Chairman: C.S. Vokas

Approved by the Governing Body of the City of Olathe, Kansas, this ____ day of ____, 20____.

Attest: _____
City Clerk: Brenda D. Long

Mayor: Michael E. Copeland

SCALE: 1"=40'

BEARING BASIS: RECORDED PLAT OF "THE COURTS AT FAIRFIELD VILLAGE, THIRD PLAT"

- LEGEND**
- DENOTES SET 1/2"x4" REBAR W/PHILIPS CORP. CLS-40 PLASTIC CAP
 - DENOTES FOUND 1/2" REBAR W/PHILIPS CORP. CLS-40 PLASTIC CAP
 - ▲ DENOTES FOUND 1/2" REBAR W/PMB CLS-49 PLASTIC CAP
 - DENOTES FOUND MONUMENT, ORIGIN UNKNOWN UNLESS DESIGNATED
 - U/E DENOTES UTILITY EASEMENT
 - B/L DENOTES BUILDING LINE
 - S/E DENOTES SANITARY SEWER EASEMENT
 - D/E DENOTES DRAINAGE EASEMENT
 - L/E DENOTES LANDSCAPE EASEMENT

I, THOMAS D. PHELPS, HEREBY CERTIFY THAT IN MARCH 2024, I OR SOMEONE UNDER MY DIRECT SUPERVISION HAVE MADE A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND AND THE RESULTS OF SAID SURVEY ARE CORRECTLY REPRESENTED ON THIS PLAT.





Planning Division

MINUTES

Planning Commission Meeting: June 8, 2020

Application:	<u>FP20-0006:</u> Request approval for a final plat for Courts at Stonebridge, First Plat containing one (1) common tract on 6.03± acres; located at the northeast corner of W. 168 th Terrace and W. 169 th Place.
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A motion to approve FP20-0006 was made by Comm. Nelson and seconded by Comm. Sutherland, and passed with a vote of 9 to 0 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 plat must reflect any applicable stormwater treatment facilities and a Stream Corridor Maintenance Agreement must be submitted to the Public Works Department.
3. Prior to the issuance of building permits, this development must meet Title 17 Stormwater quality treatment requirements, along with approval of a final stormwater management plan.
4. Prior to recording the plat, the street labeled as W. 169th Terrace must be renamed W. 168th Terrace.
5. Above ground electrical equipment and telephone cabinets must be placed in the rear yard.
6. All new on-site wiring and cables must be placed underground.
7. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities' meter banks and coolers must be screened from public view, either with three-sided landscaping or with an architectural treatment compatible with the buildings.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Beth Wright, Deputy Public Works Director, Kim Hollingsworth, Senior Planner

SUBJECT: FP20-0005: Hidden Lake Estates, Fourth Plat, Applicant: John Duggan, Cedar Creek Development Company

ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat of Hidden Lake Estates, Fourth Plat (FP20-0005) containing thirty (30) lots and one (1) common tract on 28.45± acres; located northwest of W. 113th Terrace and S. Clare Road. Planning Commission approved the plat 9 to 0.

SUMMARY:

This a request for the acceptance of land for public easements and dedication of right-of-way for a final plat of Hidden Lake Estates, Fourth Plat. The approximately 28.5-acre subject property was rezoned to the RP-1 (Planned Single-Family Residential) District in October 2008 (Ordinance No. 08-101). The final plat establishes lot lines for 30 single-family homes and one common tract.

Several easements including utility easements, drainage easements and sewer easements will be dedicated with this final plat. Additional street right-of-way for S. Bluestem Parkway will be dedicated with the final plat.

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Accept the dedication of land for public easements and right-of-way for the Hidden Lake Estates, Fourth Plat (FP20-0005).
 2. Reject the dedication of land for public easements and right-of-way and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.
-

ATTACHMENT(S):

A: Planning Commission Packet

B. Planning Commission Minutes

STAFF REPORT

Planning Commission Meeting: June 8, 2020

Application:	FP20-0005, Final Plat, Hidden Lake Estates, Fourth Plat		
Location:	Northwest of W. 113 th Terrace and S. Clare Road		
Applicant/Owner:	John Duggan, Cedar Creek Development Company		
Engineer:	David Rinne, Schlagel & Associates, P.A.		
Staff Contact:	Kim Hollingsworth, AICP, Senior Planner		

Site Area:	<u>28.45± acres</u>	Proposed Use:	<u>Residential, Single-Family</u>
Lots:	<u>30</u>	Current Zoning:	<u>RP-1 (Planned Single-Family Residential) District</u>
Tracts:	<u>1</u>		

1. Introduction:

The following item is a request for a final plat for Hidden Lake Estates, Fourth Plat. This plat will establish lot lines, dedicate public easements, right-of-way and common tracts within the subdivision. The approximately 28.5-acre property was rezoned to the RP-1 (Planned Single-Family Residential) District in October 2008 (Ordinance No. 08-101). The proposed final plat is consistent with the revised preliminary plat (PP20-0001) that was recently approved April 27, 2020.

2. Plat Review:

- a. **Lots/Tracts** – The plat includes 30 lots and one common tract. The single-family lots range in size from 17,160 to 43,456 square feet and all lots exceed minimum UDO requirements for lot sizes. The common tracts are intended to contain landscaping, drainage areas, and open space that will be owned and maintained by the Homes Association.
- b. **Public Utilities** – The subject property is located within the City of Olathe water and sewer service areas. Several easements including Utility Easements (U/E), Drainage Easements (D/E), and a Landscape Easement (L/E) will be dedicated with this final plat. A 200-foot utility easement for Evergy power transmission lines is located just east of the platted area. Water and sewer main extensions will be required to serve the development.



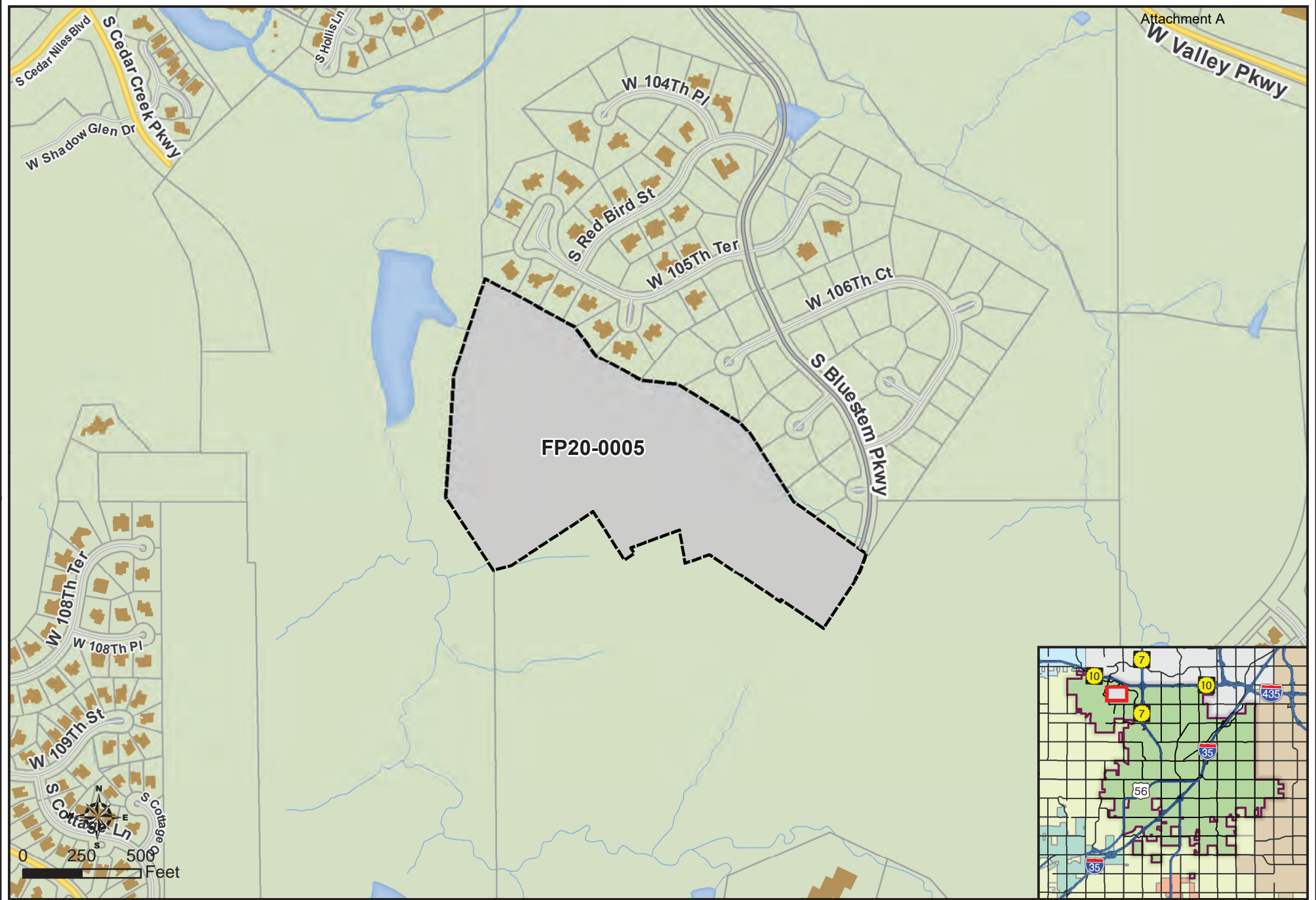
Aerial View of the Subject Property

- c. **Streets/Right-of-Way** – Access to the fourth plat will be provided from S. Bluestem Parkway which will extend south of the existing third plat. Sidewalks will be provided on one side of all local streets and on both sides of collector or arterial roadways within the platted area.
- d. **Stormwater/Detention** – The final plat will be required to meet Title 17 requirements and a final stormwater management report must be reviewed and approved by staff prior to recording of the plat. A minor portion of Tract O is located within the 100-year floodplain.
- e. **Landscaping** – The landscaping will comply with Section 18.51.120 D of the Cedar Creek Overlay District including the on-lot landscaping requirements for each single-family lot. Master landscape screening through a mixture of evergreen and deciduous trees will be provided along Bluestem Parkway and will meet the requirements of UDO 18.30.130.H. Significant areas are devoted to tree preservation including the entirety of Tract O along the northern portion of the platted area. A conservation easement was recorded in December 2016 to protect the natural areas, streamway and dense vegetation within the tract.

3. Staff Recommendation:

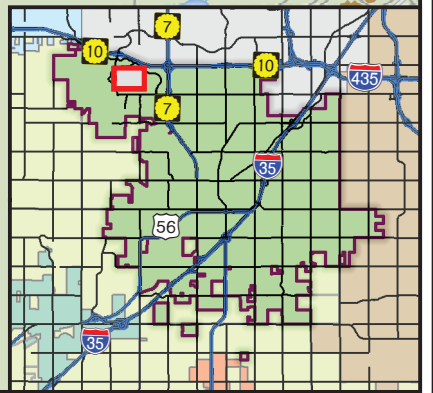
Staff recommends approval of FP20-0005 with the following stipulations:

1. Prior to recording, a digital file of the final plat (PDF) must be submitted to the Planning Division.
2. The final plat will conform to Title 17 Requirements. A final Stormwater Management Report will be required prior to recording of the final plat. Any regional detention will be constructed and accepted by the City prior to issuance of building permits.
3. All new on-site wiring and cables must be placed underground.
4. Above ground electrical equipment and telephone cabinets must be placed in the rear yard.



Attachment A
W Valley Pkwy

FP20-0005



User: JaredMD
Date: 06/02/2020

HIDDEN LAKE ESTATES, 4TH PLAT FP20-0005



FINAL PLAT OF HIDDEN LAKE ESTATES, FOURTH PLAT

PART OF SEC. 8-13-23 IN THE CITY OF OLAHE, JOHNSON COUNTY, KANSAS

Attachment A

DESCRIPTION

Part of Section 8, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the center of said Section 8; thence South 88 degrees 05 minutes 14 seconds East, along the South line of the Northwest One-Quarter of said Section 8 a distance of 194.69 feet to the POINT OF BEGINNING; thence North 35 degrees 23 minutes 55 seconds West, a distance of 32.47 feet; thence North 01 degrees 50 minutes 44 seconds East, a distance of 519.62 feet; thence North 15 degrees 48 minutes 56 seconds East, a distance of 429.32 feet to the Southwest corner of Lot 21, "HIDDEN LAKE ESTATES, FIRST PLAT", a subdivision of land in the said City of Olathe; thence along the South line of said plat for the following four courses, South 63 degrees 35 minutes 44 seconds East, a distance of 32.66 feet to a point on the East line of said Northwest One-Quarter; thence continuing South 63 degrees 35 minutes 44 seconds East, a distance of 412.22 feet; thence South 38 degrees 32 minutes 15 seconds East, a distance of 148.70 feet; thence South 63 degrees 35 minutes 44 seconds East, a distance of 217.29 feet to the Westernmost corner of Lot 76, "HIDDEN LAKE ESTATES, THIRD PLAT", a subdivision of land in the said City of Olathe; thence along the Southern line of said plat for the following five courses, South 85 degrees 13 minutes 31 seconds East, a distance of 158.28 feet; thence South 60 degrees 20 minutes 40 seconds East, a distance of 310.25 feet; thence South 43 degrees 14 minutes 15 seconds East, a distance of 68.60 feet; thence South 34 degrees 45 minutes 04 seconds East, a distance of 338.60 feet to a point on the North line of the Southeast One-Quarter of said Section 8; thence South 56 degrees 27 minutes 40 seconds East, a distance of 378.59 feet to a point of curvature; thence along a curve to the right, having an initial tangent bearing of South 20 degrees 16 minutes 27 seconds West, a radius of 636.66 feet, a central angle of 11 degrees 13 minutes 08 seconds and an arc length of 126.60 feet; thence South 31 degrees 46 minutes 32 seconds West, a distance of 230.00 feet; thence North 58 degrees 13 minutes 28 seconds West, a distance of 215.00 feet; thence South 31 degrees 46 minutes 32 seconds West, a distance of 9.00 feet; thence North 58 degrees 13 minutes 28 seconds West, a distance of 360.00 feet; thence South 68 degrees 38 minutes 51 seconds West, a distance of 108.98 feet; thence North 11 degrees 04 minutes 10 seconds West, a distance of 141.54 feet; thence South 68 degrees 08 minutes 58 seconds West, a distance of 219.50 feet; thence South 35 degrees 06 minutes 21 seconds West, a distance of 242.72 feet; thence South 54 degrees 53 minutes 39 seconds West, a distance of 413.53 feet; thence South 72 degrees 52 minutes 28 seconds West, a distance of 64.66 feet to a point on the West line of the Southeast One-Quarter of said Section 8; thence continuing South 72 degrees 52 minutes 28 seconds West, a distance of 13.14 feet; thence North 38 degrees 20 minutes 55 seconds West, a distance of 413.53 feet to the Point of Beginning, and containing 28.4517 acres, more or less.

RESTRICTIONS

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

All on-site wiring and cables must be placed underground.

Sidewalks in cut-de-sacs will terminate at a driveway.

Utility Notes:
All Mechanical Equipment shall be screened in accordance with the UDO

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 HIDDEN LAKE ESTATES, FOURTH PLAT.

The undersigned proprietor of said property shown on this plat does hereby dedicate those portions of the streets and roadways shown as 107th Street, Zarda Drive, Picking Street and BLUESTEM PARKWAY, together with all other parcels and parts of land indicated on this plat, and not heretofore dedicated, as streets, terraces, roads, drives, lanes, avenues, courts, places, etc., for public use as public ways or thoroughfares; subject to the right heretofore reserved to the present owner and its successors and assigns for the location, construction and maintenance of conduits, water, gas and sewer pipes, poles and wires under, over and along said roadways.

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

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 these areas outlined and designated on this plat as "Sanitary Easement" or "SE".

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

A perpetual easement over, under, across and upon those portions of the property herein delineated and designated as "Landscape and Access Easement" or "LAE" and "Utility Easement" or "UET" is hereby reserved in favor of the "Declarant" (as that term is defined in the "Declarations" herein described), Cedar Creek Community Services Corporation, and Cedar Creek Village I Association, Inc. ("the Association"), their respective successors and assigns, pursuant to that certain Declaration of Covenants for the Cedar Creek Community and that certain Declaration of Covenants, Conditions and Restrictions for Cedar Creek Village I, as they or either of them may be supplemented or amended from time to time by Supplemental Declarations ("the Declarations"), which instruments are or will be recorded in the Office of the Register of Deeds of Johnson County, Kansas for those purposes set forth in the Declarations, including, but not limited to, ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, sign, age and use of utilities, including, but not limited to, water, sewers, meter boxes, mail boxes, telephones, gas and electricity and such other purposes as the Declarant, Cedar Creek Community Services Corporation, or the Association, their successors and assigns, may deem appropriate and consistent with the provisions of said Declarations as they now exist, or as they may from time to time be amended.

Tract "O" shall be owned and maintained by the Homes Association or their authorized representatives thereof and used for landscaping purposes. Tract "O" shall be designated in its entirety as a tree preservation easement and the tree preservation in Tract "O" shall conform to the Cedar Creek Design Standards. Generally, the entire tract will be a tree preservation easement in areas where selective clearing may occur for the construction of utilities or as allowed by the Cedar Creek Review Committee.

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 absorbed except that same person, utility or corporation shall retain such easement rights they would have as if located in a public street.

The undersigned proprietor of the above described tract of land hereby agrees and consents that the Board of City 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 the land fronting or abutting on said dedicated public way or thoroughfare.

APPROVALS

APPROVED by the Planning Commission of the City of Olathe, Johnson County, Kansas, this _____ day of _____, 20____.

Chairman, C.S. VAKAS

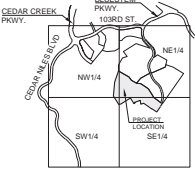
APPROVED by the Governing Body of the City of Olathe, Johnson County, Kansas, this _____ day of _____, 20____.

Mayor, MICHAEL COPELAND

City Clerk, BRENDA D. LONG

LOT #	AREA (SF)
87	22,826.07
88	18,712.75
89	18,660.00
90	17,160.00
91	21,188.81
92	23,303.20
93	21,171.10
94	42,106.71
95	21,684.08
96	24,937.16
97	24,215.70
98	28,700.92
99	21,765.66
100	18,719.38
101	39,833.04
102	37,438.96
103	19,874.36
104	22,485.62
105	19,104.32
106	43,456.30
107	26,872.56
108	25,348.19
109	17,796.94
110	19,110.00
111	34,553.98
112	34,544.73
113	18,000.00
114	18,000.00
115	18,573.88
116	23,560.00
TRACT "O"	341,595.73

TOTAL WITHOUT ROW = 1085300.16



SECTION 8-13-23

LOCATION MAP

SCALE 1" = 200'

LEGEND:

- FOUND MONUMENT AS NOTED
- FOUND 1/2" REBAR WITH LS-54 CAP UNLESS OTHERWISE NOTED
- SET 1/2" REBAR WITH LS-54 CAP UNLESS OTHERWISE NOTED
- EXISTING LOT AND PROPERTY LINES
- EXISTING PLAT AND RAW LINES
- ACC - ACCESS
- BL - BUILDING LINE
- LNA - LIMITS OF NO ACCESS

EXECUTION

IN TESTIMONY WHEREOF, 30TH PLAT OF CEDAR CREEK, LLC, a Kansas limited liability company, by the authority of its Managing Member, has caused this instrument to be executed, this _____ day of _____, 20____.

30TH PLAT OF CEDAR CREEK, LLC

By: JOHN DUGGAN, Member

ACKNOWLEDGMENT:

STATE OF KANSAS

COUNTY OF JOHNSON

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, came JOHN DUGGAN, Member of 30TH PLAT OF CEDAR CREEK, LLC, a Kansas Limited Liability Company, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such duly acknowledged the execution of the same to be the act and deed of same.

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

Notary Public

My Commission Expires: _____

Print Name

FLOOD NOTE:

A portion of Tract "O" lies within the 100 YEAR FLOODPLAIN (ZONE AE). Above Flood Elevations determined scaled and shown hereon from the FIRM MAP # 22091C02010, revised August 3, 2009. The remaining property lies within ZONE X (Areas determined to be outside the 02% annual chance floodplain).

AIRPORT NOTE:

The Hidden Lake Estates Subdivision is located in close proximity to the Cedar Air Park Airport and aircraft, including business jets, operating from the airport should be expected to overfly, be visible from and be heard from the property on a regular basis.

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED ON 1-2-2020. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SCALE 1" = 60'

BASIS OF BEARINGS

HIDDEN LAKE ESTATES

FIRST & THIRD PLATS



Aaron T. Reuter - Land Surveyor
KS# LS-1429



14620 Platte 107th Street • Lenexa, Kansas 66215

PH: (913) 492-5158 • Fax: (913) 492-8480 • WWW.SCHLAGELASSOCIATES.COM

Kansas State Council of Surveyors

48-208-4A-23-05-04

DATE 05-15-20

DRAWN BY JMT

CHECKED BY ATB

PROJ. NO. 20-032

FINAL PLAT OF

HIDDEN LAKE ESTATES

FOURTH PLAT

SHEET NO. 1

[illegible]

SCHLAGEL & ASSOCIATES, P.A.

[illegible]

1. CEDAR CREEK HAS A NATURAL LANDSCAPE THAT DOES NOT REQUIRE IRRIGATION
ALL AREAS INDICATED FOR NATIVE PLANTS AND THE CUL DE SAC ISLANDS WILL NOT BE IRRIGATED.
2. CEDAR CREEK WILL OBTAIN PERMITS FOR THE ENTRY LANDSCAPE PER THE CEDAR CREEK LAND PLAN STREET TREES ARE NOT REQUIRED. SECTION 18.51.120.D OF THE CEDAR CREEK AREA PLAN REQUIRES 3 LARGE TREES AND 3 SMALL TREES TO BE INSTALLED ON EACH LOT. AT LEAST LARGE TREE SPACING SHALL BE INSTALLED IN THE FRONT YARD FOR INTERIOR LOTS AND 1 LARGE TREE SHALL BE INSTALLED IN THE FRONT AND SIDE YARD ON EACH STREET FOR CORNER LOTS.
3. THE LOT TREES AND LOT LANDSCAPING REQUIRED BY THE CEDAR CREEK AREA PLAN ARE NOT SHOWN ON THIS PLAN. LOT TREES AND LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE TRIANGLES REQUIRED BY THE CITY CODE. SITE DESIGN TRIANGLES ILLUSTRATED ON THIS DRAWING ARE BASED CURRENTLY PRESENTED AS THE PROPOSED. PROPOSED ILLUSTRATED THE CODE REQUIREMENTS SHALL BE VERIFIED AND FOLLOWED.

ORNAMENTAL TREES

— AG

— MR

EVERGREEN TREES

 _____ JV

 _____ PP

 _____ PP

State Street Myrtle Maple	2.5' Cal.	04
Rubin H&S Serviceberry	2' Cal. & 8' H.	04
Royal Raindrops Crabapple	2' Cal. & 8' H.	04
Canaan Juniper	8' H.	04
Colorado Spruce	8' H.	04
White Pine	8' H.	04

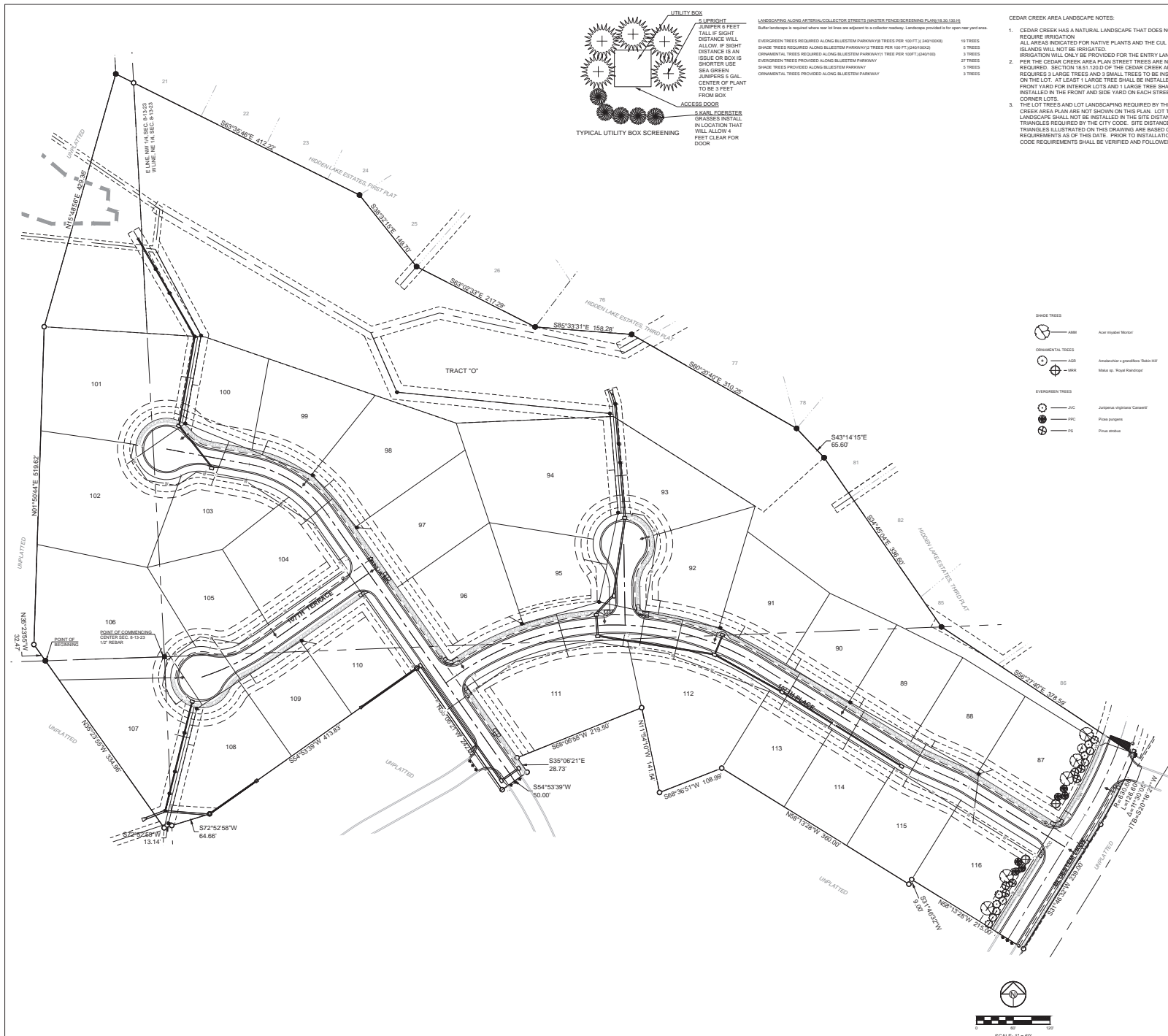
HIDDEN LAKE ESTATES
4TH PLAT
BLUESTEM PARKWAY AND 107TH PLACE
OLATHE, KANSAS

[illegible]

FINAL
LANDSCAPE
PLAN

SHEET

L1.0





Planning Division

MINUTES**Planning Commission Meeting: June 8, 2020**

Application:	<u>FP20-0005:</u> Request approval for a final plat for Hidden Lake Estates, Fourth Plat containing 30 lots and one (1) common tract on 28.45± acres; located northwest of W. 113 th Terrace and S. Clare Road.
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A motion to approve FP20-0005 was made by Comm. Nelson and seconded by Comm. Sutherland, and passed with a vote of 9 to 0 with the following stipulations:

1. Prior to recording, a digital file of the final plat (PDF) must be submitted to the Planning Division.
2. The final plat will conform to Title 17 Requirements. A final Stormwater Management Report will be required prior to recording of the final plat. Any regional detention will be constructed and accepted by the City prior to issuance of building permits.
3. All new on-site wiring and cables must be placed underground.
4. Above ground electrical equipment and telephone cabinets must be placed in the rear yard.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Public Works, Planning Division

STAFF CONTACT: Beth Wright, Deputy Public Works Director, Kim Hollingsworth, Senior Planner

SUBJECT: FP20-0007: Valley Ridge, Fifth Plat, Applicant: John Duggan, Valley Ridge, LLC

ITEM DESCRIPTION:

Request for the acceptance of the dedication of land for public easements and right-of-way for a final plat of **Valley Ridge, Fifth Plat** (FP20-0007) containing twenty-five (25) lots and one (1) common tract on 15.45± acres; located southeast of S. Cedar Creek Parkway and W. 115th Street. Planning Commission approved the plat 9 to 0.

SUMMARY:

This is a request for the acceptance of land for public easements and dedication of right-of-way for a final plat of Valley Ridge, Fifth Plat. The approximately 15.5-acre subject property was rezoned to the RP-1 (Planned Single-Family Residential) District in February 2008 (RZ-07-044). The final plat establishes lot lines for 25 single-family homes and one common tract.

Several easements including utility easements, drainage easements and landscape easements will be dedicated with this final plat. Additional street right-of-way for the local street Mize Road will be dedicated with the final plat.

FINANCIAL IMPACT:

None

ACTION NEEDED:

1. Accept the dedication of land for public easements and right-of-way for the Valley Ridge, Fifth Plat (FP20-0007).
 2. Reject the dedication of land for public easements and right-of-way and return the plat to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to accept the dedication.
-

ATTACHMENT(S):

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

STAFF REPORT

Planning Commission Meeting: June 8, 2020

Application:	FP20-0007, Final Plat, Valley Ridge, Fifth Plat		
Location:	Southeast of S. Cedar Creek Parkway and W. 115 th Street		
Applicant/Owner:	John Duggan, Valley Ridge, LLC		
Engineer:	David Rinne, Schlagel & Associates, P.A.		
Staff Contact:	Kim Hollingsworth, AICP, Senior Planner		

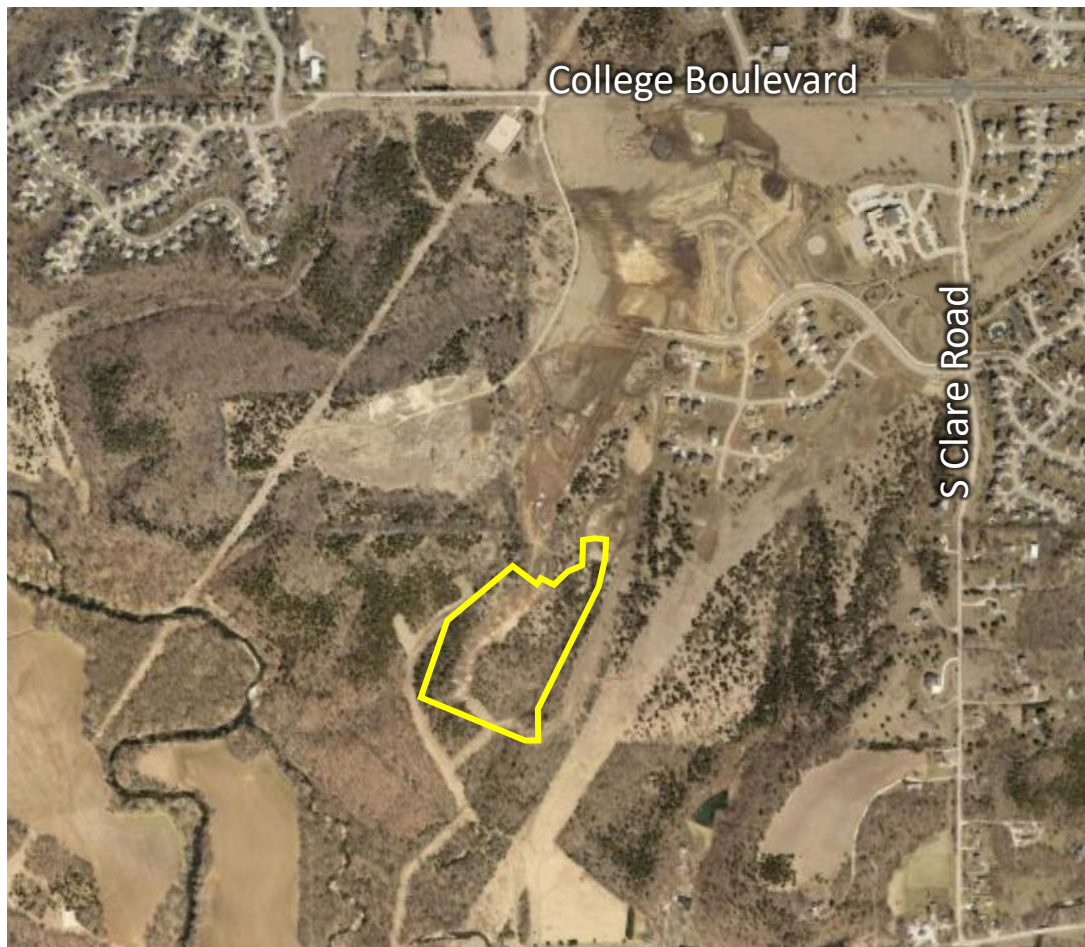
Site Area:	<u>15.45± acres</u>	Proposed Use:	<u>Residential, Single-Family</u>
Lots:	<u>25</u>	Current Zoning:	<u>RP-1 (Planned Single-Family Residential) District</u>
Tracts:	<u>1</u>		

1. Introduction:

The following item is a request for a final plat for Valley Ridge, Fifth Plat. This plat will establish lot lines, dedicate public easements, right-of-way and common tracts within the subdivision. This plat is located directly west of the fourth plat that was approved April 27, 2020. The approximately 15.5-acre property was rezoned to the RP-1 (Planned Single-Family Residential) District in February 2008. The proposed final plat is generally consistent with the preliminary plat that accompanied the rezoning.

2. Plat Review:

- a. **Lots/Tracts** – The plat includes 50 lots and one common tract. The single-family lots range in size from 9,100 to 17,319 square feet and all lots exceed minimum UDO requirements for lot sizes. The common tract is intended to contain landscaping, drainage areas, and open space that will be owned and maintained by the Homes Association.
- b. **Public Utilities** – The subject property is located within the City of Olathe water and sewer service areas. Several easements including Utility Easements (U/E), Drainage Easements (D/E), and a Landscape Easement (L/E) will be dedicated with this final plat. Water and sewer main extensions will be required to serve the development.



Aerial View of the Subject Property

- c. **Streets/Right-of-Way** – Access to the fifth phase of the development will be provided primarily from right-of-way already dedicated for S Cedar Creek Parkway. The cul-de-sac will connect to the fourth plat and extend south from W 115th Street. Sidewalks will be provided on one side of Mize Road within the platted area.
- d. **Landscaping** – The landscaping will comply with Section 18.51.120 D of the Cedar Creek Overlay District including the on-lot landscaping requirements for each single-family lot. Master landscape screening through a mixture of evergreen and deciduous trees meeting the requirements of UDO 18.30.130.H will be required along S Cedar Creek Parkway along the rear of the westernmost lots. The landscaping will be installed in coordination with the construction of S Cedar Creek Parkway and will be reviewed and approved by the Planning Division as part of the roadway construction project.
- e. **Stormwater/Detention** – Stormwater detention and BMP easements are shown on the plat within Tract P in the eastern portion of the development. All areas of the plat are located outside of the floodplain and floodway areas for Cedar Creek.

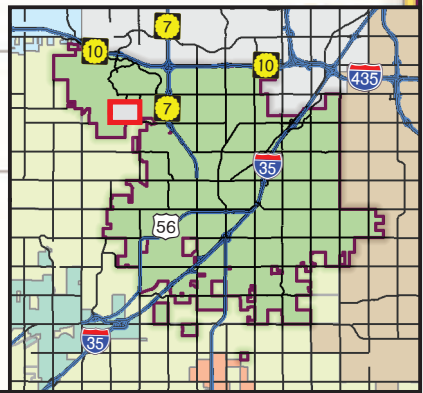
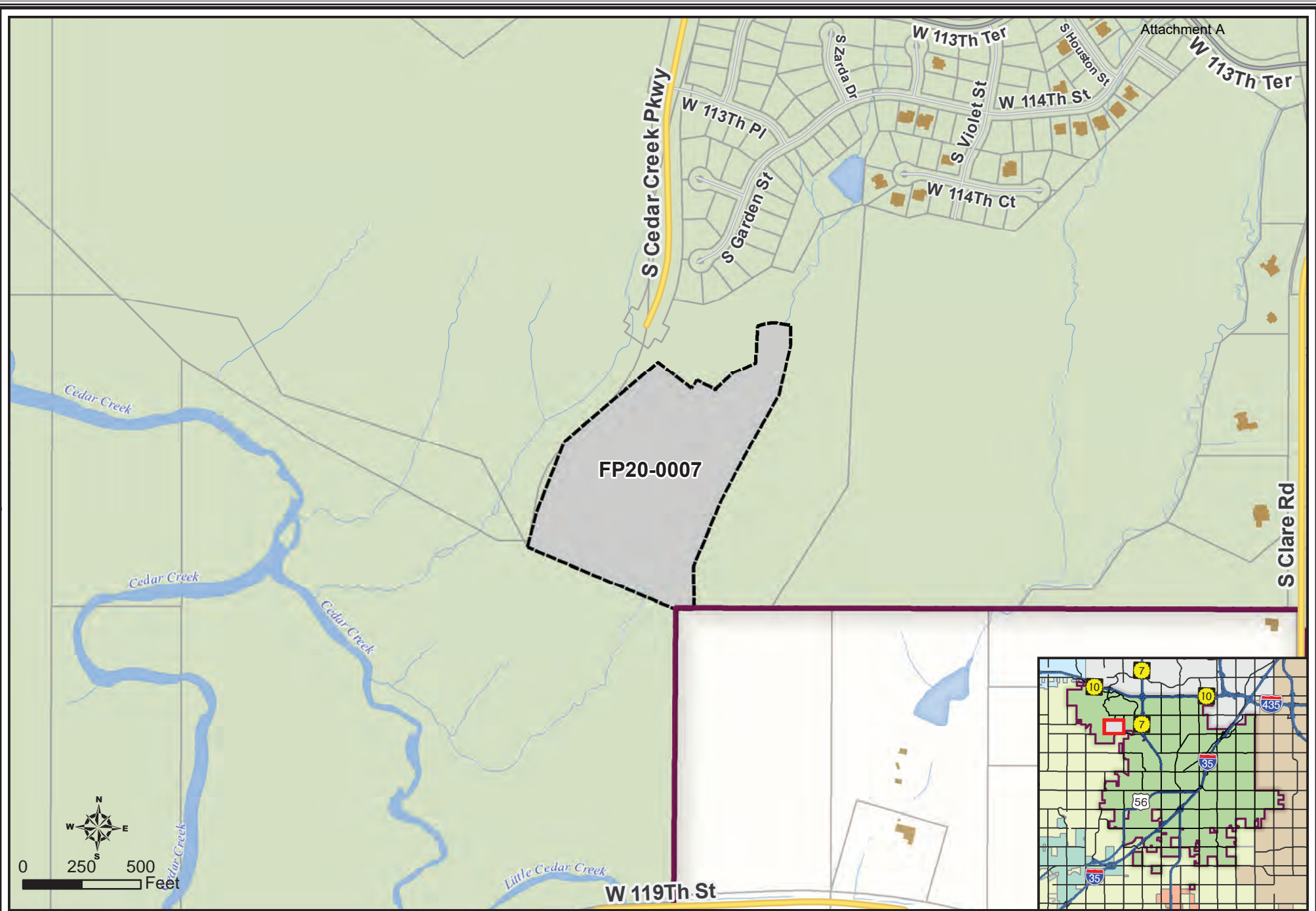
3. Staff Recommendation:

Staff recommends approval of FP20-0007 with the following stipulations:

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

FP20-0007
June 8, 2020
Page 3

2. A Homeowners Association agreement that describes maintenance of all detention and stormwater quality BMP's must be received prior to recording of the final plat.
3. All new on-site wiring and cables must be placed underground.
4. Above ground electrical equipment and telephone cabinets must be placed in the rear yard.



VALLEY RIDGE, 5TH PLAT
FP20-0007



Planning Division

MINUTES**Planning Commission Meeting: June 8, 2020**

Application:	<u>FP20-0007</u>: Request approval for a final plat for Valley Ridge, Fifth Plat containing 25 lots and one (1) common tract on 15.45± acres; located southeast of S. Cedar Creek Parkway and W. 115 th Street.
---------------------	--

A motion to approve FP20-0007 was made by Comm. Nelson and seconded by Comm. Sutherland, and passed with a vote of 9 to 0 with the following stipulations:

1. Prior to recording, a digital file of the final plat (PDF) must be submitted to the Planning Division.
2. A Homeowners Association agreement that describes maintenance of all detention and stormwater quality BMP's must be received prior to recording of the final plat.
3. All new on-site wiring and cables must be placed underground.
4. Above ground electrical equipment and telephone cabinets must be placed in the rear yard.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

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

ITEM DESCRIPTION:
Consideration of Consent Calendar.

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

FINANCIAL IMPACT:
N/A

ACTION NEEDED:
Approve Consent Calendar for June 16, 2020.

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

City Council Information Sheet**Date: June 16, 2020****ISSUE:** Consent Calendar for: June 16, 2020**DEPARTMENT:** Public Works**SUMMARY:****1) PROJECT COMPLETION CERTIFICATES**

- a) Indian Creek (139th & Brookwood Ct) Stormwater Improvements –
2-C-031-16 – Storm Sewers and Street
- b) K-7 Highway (Parker Street), Santa Fe Street to Old 56 Highway –
3-C-024-16 – Storm Sewers, Street, Street Lights, and Waterlines
- c) Arbor Woods 5th Plat Street Lights – 3-D-017-18 – Street Lights

2) CHANGE ORDERS

- a) Indian Creek (139th & Brookwood Ct) Stormwater Improvements –
2-C-031-16
- b) K-7 Highway (Parker Street), Santa Fe Street to Old 56 Highway –
3-C-024-16

3) FINAL PAYMENT TO CONTRACTORS

- a) Indian Creek (139th & Brookwood Ct) Stormwater Improvements –
2-C-031-16

Final Payment	\$ 126,589.91
Paid to Date	\$ 2,405,206.55
Original Contract Amount	\$ 2,644,196.35
Total Change Orders	\$ (112,399.99)
Change Order 1: \$0.00 (3/27/19)	
Change Order 2: \$0.00 (6/26/19)	
Change Order 3: \$0.00 (8/28/19)	
Change Order 4 FINAL: -\$112,399.99 (6/2/20)	

Final Contract Amount	\$ 2,531,796.36
Contractor – Pyramid Contractors	

**b) K-7 Highway (Parker Street), Santa Fe Street to Old 56 Highway –
3-C-024-16**

Final Payment	\$ 246,328.39
Paid to Date	\$ 4,482,607.11
Original Contract Amount	\$ 4,720,055.60
Total Change Orders	\$ 8,879.90
Change Order 1: \$4,420.85 (5/16/18)	
Change Order 2: \$23,838.70 (8/6/19)	
Change Order 3: \$18,314.32 (9/24/19)	
Change Order 4: \$26,627.07 (12/17/19)	
Change Order 5: \$8,036.20 (1/30/20)	
Change Order 6-FINAL: -\$72,357.24 (6/16/20)	
Final Contract Amount	\$ 4,728,935.50
Contractor – Amino Brothers Co, Inc.	

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



CHANGE ORDER NO: 4 - FINAL
 CITY PROJECT NO. 2-C-031-16
 CONTRACT DATE: November 20, 2018
 CONTRACTOR: Pyramid Contractors
 ENGINEER: HNTB

PROJECT NAME: Indian Creek (139th & Brookwood Ct)
 Stormwater Improvements
 ENCUMBRANCE NO. 700950

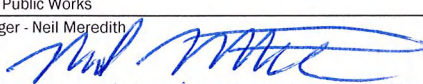
ITEM#	DESCRIPTION	Original QTY	REVISED QTY	UNIT	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	TOTAL
7****	2" Milling	664	823	SY	\$7.00	N/A	\$1,113.00
8****	2" Asphaltic Concrete Surface (BM-2FR)	268	303	Tons	\$94.00	N/A	\$3,290.00
9****	6" Asphaltic Concrete (BM-2)	15	6	Tons	\$87.00	N/A	(\$783.00)
10****	8" Asphaltic Concrete Base (BM-2B Modified)	665	726	Tons	\$87.00	N/A	\$5,307.00
18****	Install Parking Lot Curb and Gutter (Type C)	233	0	LF	\$23.00	N/A	(\$5,359.00)
19****	Install Concrete Drive (6")	232	266	SY	\$62.00	N/A	\$2,108.00
21****	Install Concrete Sidewalk	2905	2830	SF	\$5.00	N/A	(\$375.00)
22****	Install Type I Sidewalk Ramp	11	9	EA	\$1,250.00	N/A	(\$2,500.00)
24****	6" KCMMB 4K Concrete Pavement	219	10	SY	\$62.00	N/A	(\$12,958.00)
40****	Storm Sewer (36") (RCP)	92	70	LF	\$110.00	N/A	(\$2,420.00)
48****	Reconstruct Sanitary Manhole Top	16	7	EA	\$2,450.00	N/A	(\$22,050.00)
51****	Replace Sanitary Sewer Service Tap	1	0	EA	\$2,500.00	N/A	(\$2,500.00)
53****	City Standard Bolted Lid	16	6	EA	\$480.00	N/A	(\$4,800.00)
66****	Fence (Permanent Wood Privacy) (72")	201	229	LF	\$38.00	N/A	\$1,064.00
68****	Fence (Permanent Chain Link) (72")	218	166	LF	\$29.00	N/A	(\$1,508.00)
72****	Sodding	8875	6054	SY	\$4.75	N/A	(\$13,399.75)
77****	Temporary Seeding & Mulching	8	4.8	Acre	\$1,250.00	N/A	(\$4,000.00)
78****	Turf Reinforcement Matting	8680	9120	SY	\$10.60	N/A	\$4,664.00
87****	Sonic Test (Drilled Shaft) (139th Bridge) (Set Price)	1	0	EA	\$1,800.00	N/A	(\$1,800.00)
92****	Multi-Layer Polymer Concrete Overlay (139th Bridge)	321	445	SY	\$58.00	N/A	\$7,192.00
93****	Permanent Casing (30") (139th Bridge) (Set Price)	1	0	LF	\$120.00	N/A	(\$120.00)
113****	Tree Removal	22	44	EA	\$200.00	N/A	\$4,400.00

DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$2,644,196.35
Net change by Previous Change Orders	\$0.00
The Contract Sum Prior to This Change Order Was	\$2,644,196.35
Remaining Owner's Allowance	(\$45,434.75)
Total Change Order Amount	(\$66,965.24)
The Contract Sum Shall be Unchanged (Increased) (Decreased)	
by This Change Order.....	(\$112,399.99)
The New Contract Sum With All Approved Change Orders Will Be.....	\$2,531,796.36
Original Contract Time.....	N/A days
The Contract time Will Be	
(Unchanged) By.....	N/A days
The Contract Time With All Approved Change Orders is	
The Day of Substantial Completion as of the	
Date of This Change Order Therefore is.....	

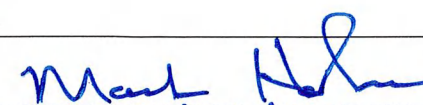
RECOMMENDED

City of Olathe Public Works
 Project Manager - Neil Meredith

By: 
 Date: 5/22/20

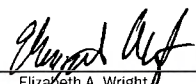
APPROVED

Pyramid Contractors
 Contractor

By: 
 Date: 05/26/20

APPROVED

CITY OF OLATHE, CITY ENGINEER

By: 
 Date: 5-22-2020

By: _____ AGREEMENT TO THIS _____ day of _____ 2020
 City Clerk



CHANGE ORDER NO: 6 - FINAL

CITY PROJECT NO. 3-C-024-16

CONTRACT DATE: December 18, 2018

CONTRACTOR: Amino Brothers Co., Inc

ENGINEER: HDR

PROJECT NAME: K-7 (Parker), Santa Fe to Old 56 Hwy Improvements

ENCUMBRANCE NO. 700954

ITEM#	DESCRIPTION	Original QTY	REVISED QTY	UNIT	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	TOTAL
1	2" Milling	25331	25,415	SY	\$1.50	N/A	\$126.00
2		3,486	4,214.3	TON	\$67.85		
	Install 2" Modified Asphaltic Surface (Modified Superpave)					N/A	\$49,416.51
3	10" Asphaltice Base (Modified Superpave)	3,832	4,430.41	TON	\$77.80	N/A	\$46,556.30
4	6" Aggregate Base Course (AB-3)	7,071	7,747	SY	\$7.30	N/A	\$4,932.98
5	9" Compacted Subgrade	1,768	40	CY	\$32.85	N/A	(\$56,764.80)
6	Full Depth Base Repair	2,533	69.33	SY	\$66.30	N/A	(\$163,341.32)
8	Remove & Install Concrete Driveway	1167	1,183.11	SY	\$72.00	N/A	\$1,159.92
9	Install Curb (Type A and Type B)	4851	5,453	LF	\$17.60	N/A	\$10,595.20
11	Install Sidewalk Curb	143	78	LF	\$47.70	N/A	(\$3,100.50)
14	Install 4" Concrete Sidewalk	3,541	2,768	SY	\$41.20	N/A	(\$31,847.60)
15	Install Type I ADA Ramp	18	16	EA	\$655.00	N/A	(\$1,310.00)
17	Install Type III ADA Ramp	6	7.5	EA	\$1,254.00	N/A	\$1,881.00
18	Install Brick Pavers	4,003	4,326.60	SF	\$9.10	N/A	\$2,944.76
19	Install 4" Concrete Paver Base	445	485.5	SY	\$46.50	N/A	\$1,883.25
27	Install 4' x 4' Junction Box	6	10	EA	\$3,986.00	N/A	\$15,944.00
29	Install 15" RCP	349	447	LF	\$52.20	N/A	\$5,115.60
30	Install 18" RCP	44	53	LF	\$56.65	N/A	\$509.85
31	Install 24" RCP	771	793	LF	\$65.05	N/A	\$1,431.10
32	Install 30" RCP	936	947	LF	\$77.25	N/A	\$849.75
33	Install 36" RCP	323	327	LF	\$93.40	N/A	\$373.60
38	Pipe Underdrain (6") (PVC)	2,657	1,726	LF	\$22.00	N/A	(\$20,482.00)
39	Remove and Replace Fence (Permanent Wood Privacy)			LF	\$48.10		
		555	629			N/A	\$3,559.40
40	Sodding	7,244	9,500	SY	\$7.30	N/A	\$16,468.80
41	Install 6'x6' Traffic Signal Detection Loop	63	64	EA	\$890.00	N/A	\$890.00
48	Pavement Marking 6" Solid White Lane Line (HPS8)	2,880	3,070	LF	\$2.00	N/A	\$380.00
49	Pavement Marking 6" Broken White Lane Line (HPS8)	7,923	2,130	LF	\$2.00		
						N/A	(\$11,586.00)
50	Pavement Marking 6" Solid White Crosswalk Line (HPS8)	1,624	1,381	LF	\$1.65		
						N/A	(\$400.95)
51	Pavement Marking 6" Dotted White Extention Line (HPS8)	248	60	LF	\$2.00		
						N/A	(\$376.00)
52	Pavement Marking 4" Solid Double Yellow Lane Line (HPS8)	1,269	1,728	LF	\$3.55		
						N/A	\$1,629.45
53	Pavement Marking 24" Solid White Stop Line (HPS8)	435	546	LF	\$5.55		
						N/A	\$616.05
54	Pavement Marking Left Arrow (HPS8)	32	38	EA	\$75.75	N/A	\$454.50
55	Pavement Marking Right Arrow (HPS8)	15	19	EA	\$75.75	N/A	\$303.00
57	Pavement Marking Bike Symbol (HPS8)	0	2	EA	\$138.00	N/A	\$276.00
58	Straw Wattles	4,849	850	LF	\$2.70	N/A	(\$10,797.30)
59	Temporary Inlet Protection	29	37	EA	\$49.75	N/A	\$398.00
60	Temporary Seed	1	0	AC	\$1,382.00	N/A	(\$1,658.40)
61	Erosion Control Blanket Class 1 (Type A)	724	0	SY	\$2.55	N/A	(\$1,846.20)
69	Install 6" D.I.P. *	50	79	LF	\$66.45	N/A	\$1,927.05
70	Install 8" D.I.P. *	48	151.5	LF	\$71.65	N/A	\$7,415.78
71	Install 8" HDPE *	112	0	LF	\$69.70	N/A	(\$7,806.40)

72	Install 12" HDPE *	917	0	LF	\$71.65	N/A	(\$65,703.05)
73	Polywrap D.I.P. *	262	1,721	LF	\$2.05	N/A	\$2,990.95
74	Fittings *	60	48	EA	\$1,212.00	N/A	(\$14,544.00)
75	Install 6" Gate Valve *	3	4	EA	\$1,260.00	N/A	\$1,260.00
76	Install 8" Gate Valve *	4	3	EA	\$1,596.00	N/A	(\$1,596.00)
77	Install 12" Gate Valve *	4	5	EA	\$3,156.00	N/A	\$3,156.00
78	Install Fire Hydrant Assembly *	2	1	EA	\$3,979.00	N/A	(\$3,979.00)
79	Install 3/4" Type "K" Copper Service Line *	10	26	LF	\$83.55	N/A	\$1,336.80
80	Install Water Meter Assembly *	1	2	EA	\$3,088.00	N/A	\$3,088.00
85	Install Brick Pavers - Alt #1	923	674.8	SF	\$12.90	N/A	(\$3,201.78)
86	Install 4" Concrete Paver Base - Alt #2	103	0	SY	\$42.95	N/A	(\$4,423.85)
87	Sodding - Alt #3	397	0	SY	\$22.50	N/A	(\$8,932.50)
88	Remove and Install Curb (Type A and Type B) - Alt #2	61	0	LF	\$53.35	N/A	(\$3,254.35)
89	Install 4" Concrete Sidewalk - Alt #2	22	0	SY	\$96.20	N/A	(\$2,116.40)
90	Install 6' x 4' Curb Inlet - Alt #2	4	0	EA	\$4,484.00	N/A	(\$17,936.00)
94	Install 15" CMP	12	30	LF	\$87.80	N/A	\$1,580.40
95	Install 12" DIP*	164	1,481	LF	\$108.65	N/A	\$143,092.05
97	Flowable Fill	240	549	CY	\$85.38	N/A	\$26,382.42
109	Concrete at Joe's Nursery	0	1	LS	\$0.00	\$7,577.99	\$7,577.99
110	Asphalt Index	0	1	LS	\$0.00	(\$6,455.34)	(\$6,455.34)
111	Credit for uninstalled poles	0	1	LS	\$0.00	(\$1,207.90)	(\$1,207.90)
112	Electrical	0	1	LS	\$0.00	\$3,807.95	\$3,807.95

DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$4,720,055.60
Net change by Previous Change Orders	\$81,237.14
The Contract Sum Prior to This Change Order Was	\$4,801,292.74
The Contract Sum Shall be (Decreased)	
by This Change Order.....	(\$72,357.24)
The New Contract Sum With All Approved Change	
Orders Will Be.....	\$4,728,935.50
Original Contract Time.....	days
The Contract time Will Be (Increased) (Decreased)	
(Unchanged) By.....	53 days
The Contract Time With All Approved Change	
Orders is	days
The Day of Substantial Completion as of the	
Date of This Change Order Therefore is.....	3/23/2020

RECOMMENDED

City of Olathe Public Works

Project Manager - Therese Vink

By: Therese Vink
Date: 6/9/2020

APPROVED

Amino Brothers Co., Inc

Contractor

By: Abby K. Freeman
Date: 6/9/20

APPROVED

CITY OF OLATHE, ASSISTANT CITY ENGINEER

By: Nathan Scott Baldwin
Nate Baldwin
Date: _____

Digitally signed by Nathan Scott Baldwin
DN: cn=Nathan Scott Baldwin, o=City of Olathe Public Works, ou,
email=nsbaldwin@olatheks.org, c=US
Date: 2020.06.09 16:38:40 -0500

By: _____ AGREEMENT TO THIS _____ day of _____ 2020
City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Change Order No. 1 to the contract with Linaweaver Construction, Inc. for construction of the 2020 Cedar Creek Streets Improvements Project, PN 3-R-003-20.

ITEM DESCRIPTION:

Consideration of Change Order No. 1 to the contract with Linaweaver Construction, Inc. for construction of the 2020 Cedar Creek Streets Improvements Project, PN 3-P-003-20.

SUMMARY:

On May 5, 2020, City Council awarded a contract to Linaweaver Construction, Inc. for construction of the 2020 Cedar Creek Streets Improvements Project. The amount of the contract was \$800,719.00, which was below the Engineer's Estimate of \$895,762.50. Due to the low and responsible bid submitted by Linaweaver Construction, Inc., the project budget will allow the addition of alternate streets. These alternate streets were approved as part of Resolution 19-1063, authorizing the 2020 Street Reconstruction Program and can be seen on the attached Project Location Map.

Change Order No. 1, in the amount of \$171,297.00, will include full removal of current concrete streets and replacement with subgrade improvements, full depth asphalt pavement, replacement of concrete curb and gutters, and spot replacement of existing sidewalk and driveway approaches as required for one additional street:

- 1) W. 104th Terrace, Cedar Creek Parkway to the east ends of the street.

Construction began June 2, 2020 and will be completed in October 2020.

FINANCIAL IMPACT:

This project is funded from the City of Olathe's 2020 Street Reconstruction Program authorized on November 5, 2019. Authorized revenue for the 2020 Street Reconstruction Program includes:

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

ACTION NEEDED:

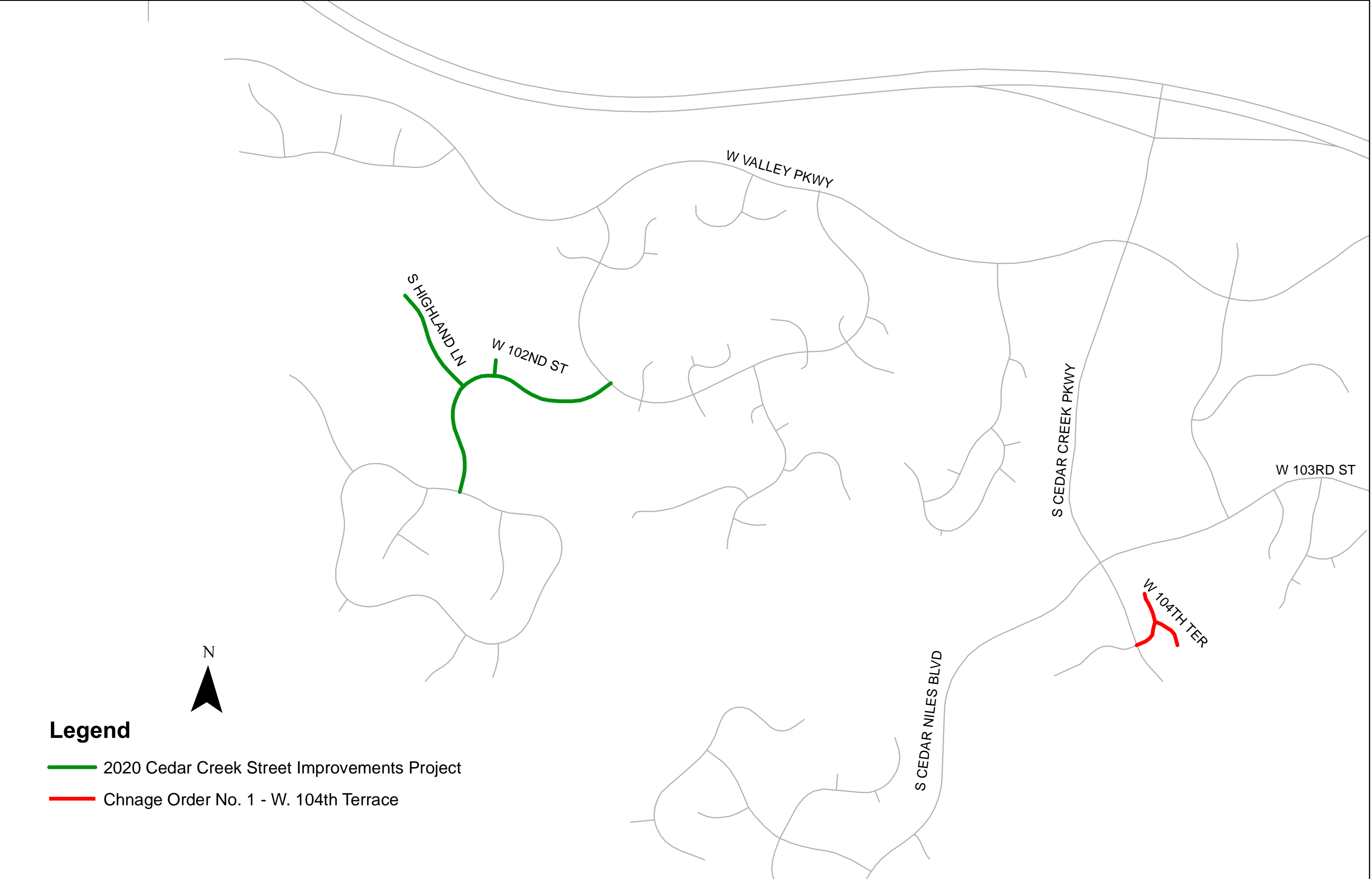
Approval of Change Order No. 1 to the contract with Linaweaver Construction, Inc. for construction of the 2020 Cedar Creek Streets Improvements Project, PN 3-P-003-20.

ATTACHMENT(S):

- A. Project Location Map
 - B. Project Fact Sheet
-

MEETING DATE: 6/16/2020

C. Change Order No. 1
D. Resolution 19-1063





Project Fact Sheet
2020 Cedar Creek Streets Improvements
Project
PN 3-R-003-20
June 16, 2020

Attachment B

Project Manager: Beth Wright / Nico Estrada-Stephen

Description: Change Order No.1 to the 2020 Cedar Creek Streets Improvements Project will include full removal of current concrete streets and replacement with subgrade improvements, full depth asphalt pavement, replacement of concrete curb and gutters, and spot replacement of existing sidewalk and driveway approaches as required to W. 104th Terrace.

Justification: Change Order No. 1 to the 2020 Cedar Creek Streets Improvements Project provides for full reconstruction of 104th Terrace, which is deteriorated to a condition beyond preventative maintenance provided by a Street Preservation Program project.

Schedule:	Item	Date
Construction:	Start	06/02/2020
	Completion	10/03/2020 – Estimate
Council Actions:	Date	Amount
Approved in CIP (Street Reconstruction Program)	2019-2023	\$25,500,000
Project Authorization (2020 Street Reconstruction Program)	01/22/2019	\$5,100,000
Project Re-Authorization (2020 Street Reconstruction Program)	11/05/2019	\$5,100,000
Contract Award	05/05/2020	\$800,719
Change Order No. 1	06/16/2020	\$171,297
Funding Sources:	Amount	CIP Year
2020 Street Reconstruction Program	\$1,049,000	2020
Expenditures:	Budget	Amount to Date
Design	\$ 35,139	\$ 32,907
Staff	\$ 30,000	\$ 4,940
Construction	\$ 973,000	\$ 0
Miscellaneous Testing	\$ 3,000	\$ 0
Other Project Costs	\$ 1,000	\$ 36
Contingency	\$ 6,861	\$ 0
Total	\$ 1,049,000	\$ 37,883



CHANGE ORDER NO: 1
 CITY PROJECT NO. 3-R-003-20
 CONTRACT DATE: May 5, 2020
 CONTRACTOR: Linaweaver Construction
 ENGINEER: Schlager & Associates, P.A.

PROJECT NAME: 2020 Cedar Creek Streets Improvements Project
 ENCUMBRANCE NO. 701128

ITEM#	DESCRIPTION	Original QTY	REVISED QTY	UNIT	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	TOTAL
201*	Mobilization	0	1	LS	N/A	\$12,000.00	\$12,000.00
202*	Traffic Control	0	1	LS	N/A	\$3,200.00	\$3,200.00
203*	Construction Staking	0	1	LS	N/A	\$1,500.00	\$1,500.00
204*	Excavation and Grading	0	410	CY	N/A	\$30.00	\$12,300.00
205*	Subgrade Repair (Estimated)	0	366	SY	N/A	\$3.00	\$1,098.00
206*	Remove Concrete Pavement	0	1,832	SY	N/A	\$8.00	\$14,656.00
207*	Install 6" OP Modified AB-3	0	1,831	SY	N/A	\$7.00	\$12,817.00
208*	Install 2" BM-2FR Asphaltic Concrete	0	190	TON	N/A	\$97.65	\$18,553.50
209*	Install 6" BM-2BFR Asphaltic Concrete	0	530	TON	N/A	\$79.15	\$41,949.50
210*	Remove Concrete Sidewalk	0	175	SF	N/A	\$7.00	\$1,225.00
211*	Install Concrete Sidewalk	0	95	SF	N/A	\$5.00	\$475.00
212*	Remove and Replace Type I ADA Sidewalk Ramp	0	1	EACH	N/A	\$1,200.00	\$1,200.00
213*	Remove and Replace 6" Residential Concrete Drive	0	1,490	SF	N/A	\$15.00	\$22,350.00
214*	Install Type "A" Concrete Curb and Gutter	0	675	LF	N/A	\$18.00	\$12,150.00
215*	Install Type "A-Dry" Concrete Curb and Gutter	0	146	LF	N/A	\$18.00	\$2,628.00
216*	Install Type "B-Dry" Concrete Curb and Gutter	0	230	LF	N/A	\$22.00	\$5,060.00
217*	Install Type "C" Concrete Curb and Gutter	0	120	LF	N/A	\$22.00	\$2,640.00
218*	Install Type "E" Concrete Curb and Gutter	0	70	LF	N/A	\$20.00	\$1,400.00
219*	Remove and Replace Curb Inlet Lid and Frame	0	1	EACH	N/A	\$1,800.00	\$1,800.00
220*	Erosion Control	0	1	LS	N/A	\$1,000.00	\$1,000.00
221*	Install Sod	0	185	SY	N/A	\$7.00	\$1,295.00

DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$800,719.00
Net change by Previous Change Orders	\$0.00
The Contract Sum Prior to This Change Order Was	\$800,719.00
The Contract Sum Shall be (Unchanged) (Increased) (Decreased)	
by This Change Order.....	\$171,297.00
The New Contract Sum With All Approved Change Orders Will Be.....	\$972,016.00
Original Contract Time.....	95 days
The Contract time Will Be	
(Unchanged) (Increased) (Decreased) By.....	29 days
The Contract Time With All Approved Change Orders is	124 days
The Day of Substantial Completion as of the	
Date of This Change Order Therefore is.....	October 3, 2020

RECOMMENDED

City of Olathe Public Works

Project Manager - Nico Estrada-Stephen

By

Date:

Nico Estrada-Stephen
 6/2/2020

APPROVED

Linaweaver Construction, Inc.

Contractor

By

Date:

Marcus Linaweaver
 6/2/2020

APPROVED

CITY OF OLATHE, CITY ENGINEER

By:

Date:

Elizabeth Wright

Beth Wright

Digitally signed by Elizabeth Wright
 Date: 2020.06.02 18:13:11 -05'00'

APPROVED

CITY OF OLATHE, MAYOR

By:

Date:

Michael E. Copeland

By:

AGREEMENT TO THIS

day of

2020

City Clerk

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

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

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

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

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

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

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

SECTION THREE: Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of not to exceed \$5,100,00 of general obligation bonds, all exclusive of issuance costs and interest on any temporary financing.

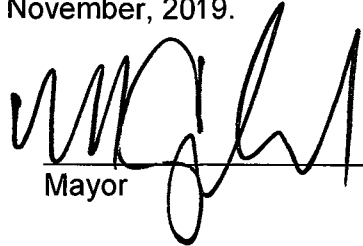
SECTION FOUR: The City intends to reimburse itself for capital expenditures made on or after the date which is 60 days before the date of this Resolution in connection

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 5TH day of November, 2019.

SIGNED by the Mayor this 5TH day of November, 2019.



Mayor

ATTEST:



City Clerk

(SEAL)

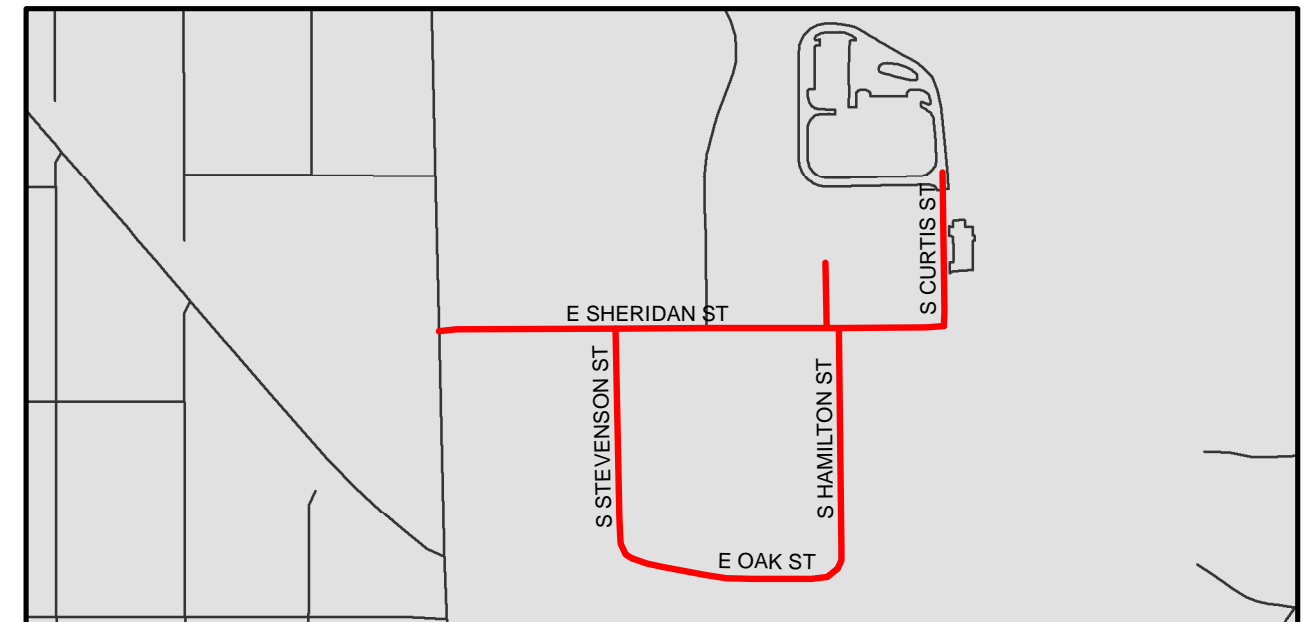
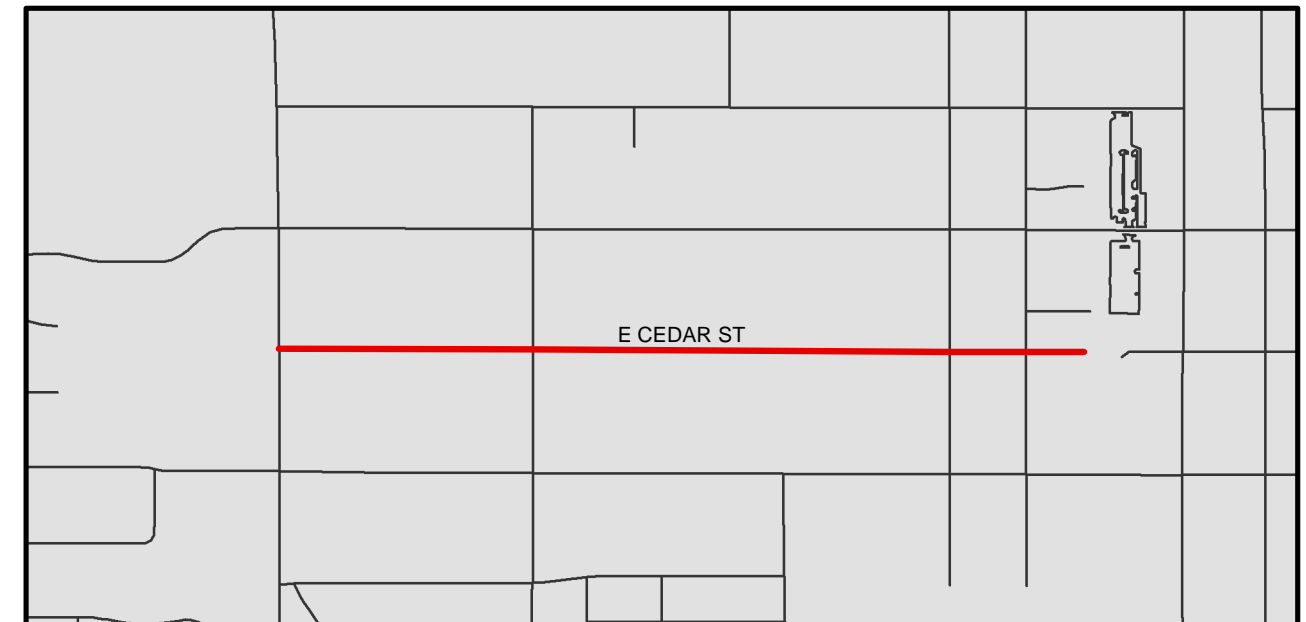
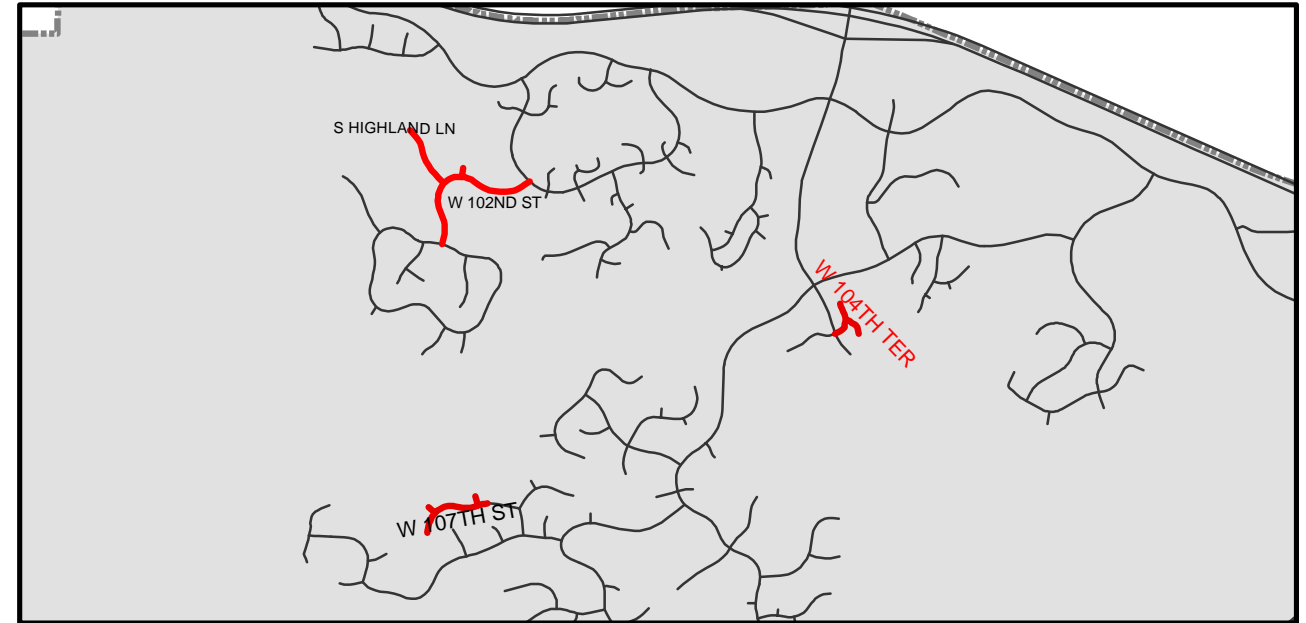
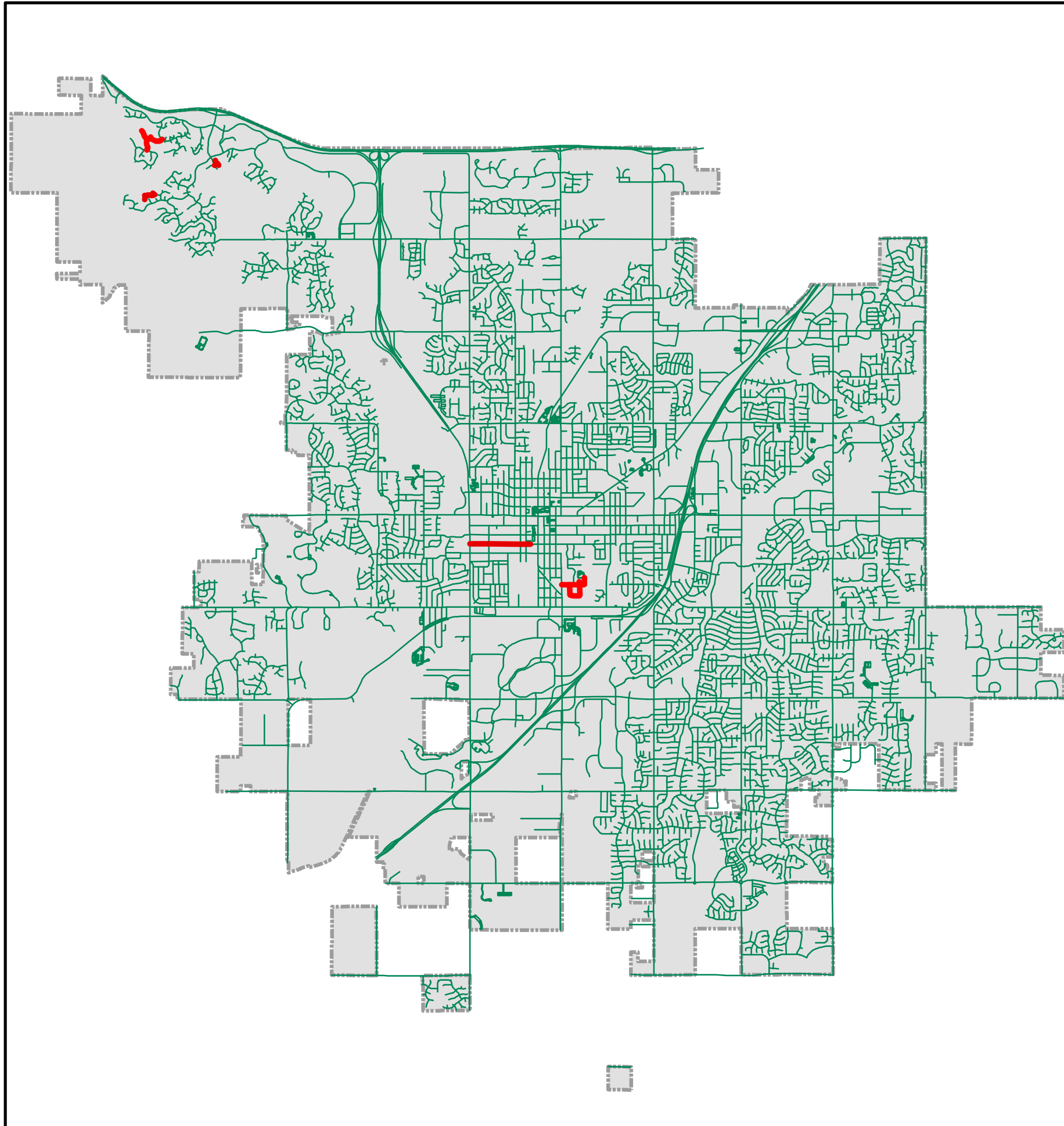


APPROVED AS TO FORM:



City Attorney

2020 Street Reconstruction Program





City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Agreement with KDOT to fund the construction and inspection of the I-35 & 119th Street Interchange Reconfiguration Project, PN 3-C-026-16.

ITEM DESCRIPTION:

Consideration of Agreement No. 87-20 with the Kansas Department of Transportation (KDOT) for funding the construction and construction inspection of the I-35 and 119th Street Interchange Reconfiguration Project, PN 3-C-026-16.

SUMMARY:

The I-35 & 119th Street interchange carries over 50,000 vehicles per day and is heavily congested in the AM and PM peak hour. This project will include the reconfiguration of the existing 119th Street bridge over I-35 from its current layout to a diverging diamond interchange (DDI). Also included in the project will be the construction of three through lanes from Renner Boulevard to Strang Line Road, the widening of the bridges over BNSF to accommodate the additional lanes, geometric improvements at Renner Boulevard and upgrades to the pedestrian facilities in the area.

This agreement defines the responsibility of both the City of Olathe and KDOT in connection with the BUILD Grant and the construction of the I-35 and 119th Street Interchange Improvements project. This agreement provides Cost Share funds for 75% of the eligible costs up to a maximum of \$5,000,000.

This project has also been awarded a \$10,000,000 BUILD Grant with KDOT acting as the pass-through entity for these federal funds. Staff will return to Council later this year for approval of the BUILD Grant Agreement.

This project is currently in the final design, land acquisition and utility relocation phases. Construction is tentatively scheduled to begin by the end of 2020 with completion by the end of 2021.

FINANCIAL IMPACT:

Funding for the I-35 & 119th Street Interchange Reconfiguration Project includes:

General Obligation Bonds	\$13,000,000
Kansas Department of Transportation	\$ 5,000,000
<u>BUILD Transportation Discretionary Grant</u>	<u>\$10,000,000</u>
Total	\$28,000,000

ACTION NEEDED:

Approval of Agreement No. 87-20 with the Kansas Department of Transportation (KDOT) for funding

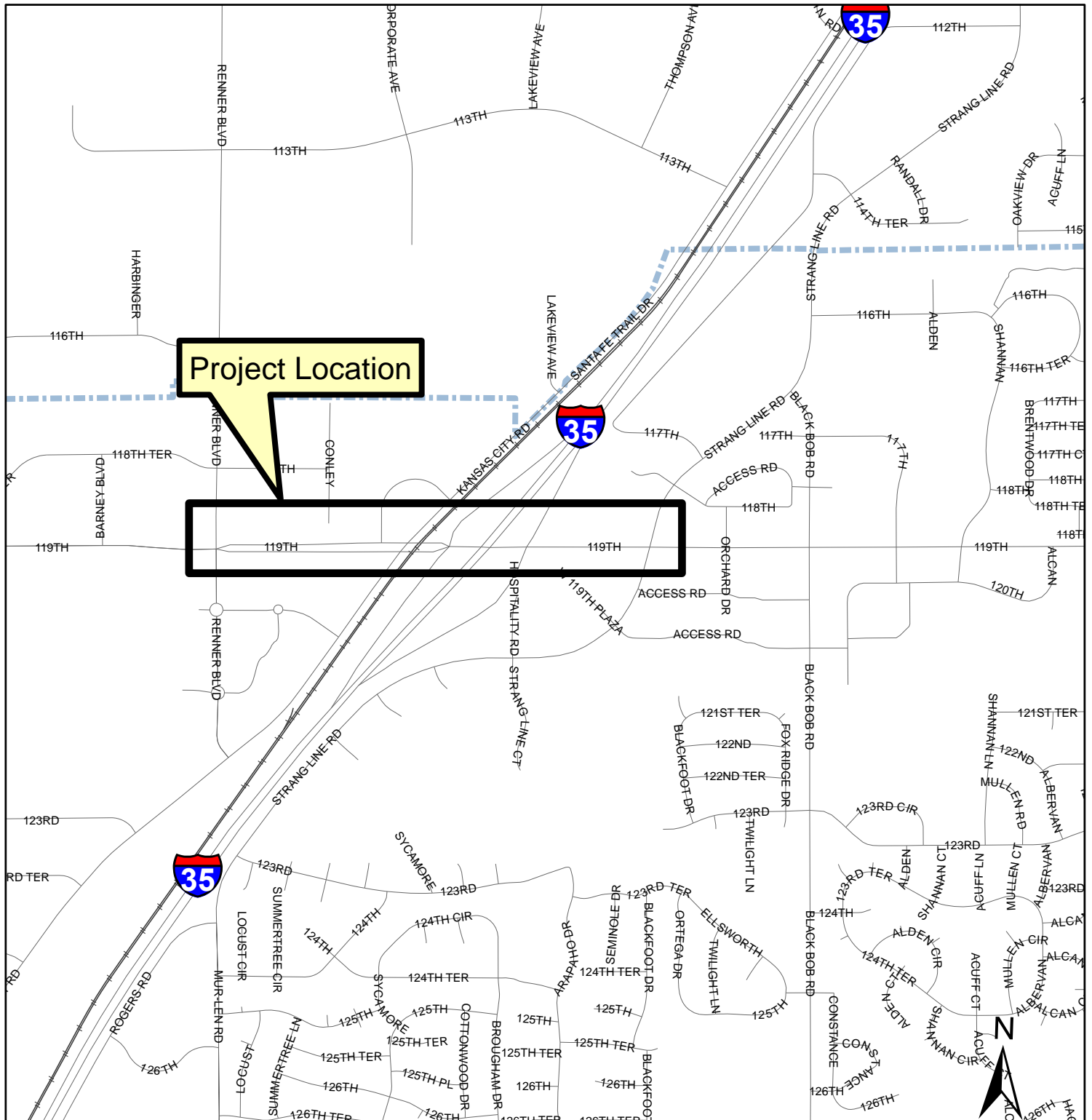
MEETING DATE: 6/16/2020

the construction and construction inspection of the I-35 and 119th Street Interchange Reconfiguration Project, PN 3-C-026-16.

ATTACHMENT(S):

- A. Project Location Map
- B. Project Fact Sheet
- C. KDOT Agreement No. 87-20

Interstate 35 and 119th Street Interchange Reconfiguration Project PN 3-C-026-16 Project Location Map





Project Fact Sheet
Interstate 35 and 119th Street Interchange
Reconfiguration Project
3-C-026-16
June 16, 2020

Project Manager: Beth Wright / Therese Vink

Description: This project will include the re-configuration of the I-35 and 119th Street interchange to a diverging diamond interchange and the widening of, and associated improvements to, 119th Street between Renner Road and Strang Line Road. These improvements will include multi-modal improvements to accommodate pedestrian traffic and widening of the existing bridge over the BNSF railroad.

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

Comments: This project has been awarded \$10,000,000 in BUILD Grant funding along with \$5,000,000 in KDOT funding for construction in 2021/2022.

Schedule:	Item	Date
Design:	RFQ	05/13/2016
	Consultant Selection	09/06/2016
	BUILD Grant Application	07/2019
Land Acquisition		Summer 2020 – Estimate
Utility Relocation		Fall/Winter 2020 – Estimate
Construction	Bid Award	Winter 2020 – Estimate
	Completion	Winter 2021 – Estimate
Council Actions:	Date	Amount
Approved in CIP	2016-2020	\$1,500,000
Report on the Prelim Eng.	03/15/2016	N/A
Project Authorization	04/05/2016	\$1,500,000
PSA with HNTB	09/06/2016	\$561,100
Supp. No 1 with HNTB	01/09/2018	\$903,475
Project Authorization	11/06/2018	\$3,250,000
Supp. No 2 with HNTB	11/06/2018	\$997,200
Project Authorization	06/18/2019	\$28,000,000
Aesthetics Presentation	02/18/2020	N/A
Land Acquisition	03/17/2020	\$278,094
Supp. No. 4 with HNTB	03/17/2020	\$656,553
Construction Phasing Presentation	04/07/2020	N/A
Land Acquisition	04/07/2020	\$4,061,394
Land Acquisition	05/19/2020	\$188,750
KDOT City-State Agreement	06/16/2020	\$5,000,000
Utility Relocation and Reimbursement Agreements		
BUILD Grant Agreement		
Accept Bid/Award Contract		
Funding Sources:	Amount	CIP Year
GO Bonds	\$13,000,000	2022

KDOT	\$ 5,000,000	2021
BUILD Grant	\$10,000,000	2021/2022
Expenditures:	Budget	Amount to Date
Staff	\$ 335,000	\$ 41,050
Design	\$ 3,100,000	\$2,676,460
Utilities	\$ 600,000	\$ 0
Land Acquisition	\$ 4,400,000	\$ 77,850
Construction	\$17,265,000	\$ 0
Construction Inspection	\$ 800,000	\$ 0
Other Project Costs	\$ 200,000	\$ 10,260
<u>Contingency</u>	<u>\$ 1,300,000</u>	<u>\$ 0</u>
Total	\$28,000,000	\$2,805,620

PROJECT NO. 35-46 N-0687-01
BUILD-N068(701)
INTERCHANGE IMPROVEMENTS
CITY OF OLATHE, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Olathe, Kansas** (“City”), collectively, the “Parties.”

RECITALS:

- A. The City applied to the U.S. Department of Transportation for and was awarded a BUILD Grant to reconstruct the interchange at 119th Street and I-35.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance utilizing federal funds.
- C. The Secretary and the City desire to construct the Project.
- D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“BUILD Grant”** means the federal funding granted to the City by the U.S. Department of Transportation (“U.S. DOT”) under the Better Utilizing Investments to Leverage Development discretionary grant program, pursuant to which the U.S. DOT acting through the FHWA will enter into a BUILD Grant Agreement with the Secretary and the City in the amount of \$10,000,000.00 for the Project.
- 3. **“BUILD Grant Agreement”** means the Grant/Cooperative Agreement dated _____ between the Secretary, the City and FHWA, setting forth terms and conditions under which the Parties, will be responsible for the Project in order to receive the BUILD Grant.

4. **“City”** means the City of Olathe, Kansas, with its place of business at 100 E. Santa Fe Street, Olathe, KS 66061.
5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
6. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
7. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
8. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
9. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
10. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
11. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
12. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
13. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
14. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.

15. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
16. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
18. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
19. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
20. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
21. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **reconfiguring the interchange at 119th Street and I-35, including reconstruction of the interchange to a diverging diamond configuration, widening 119th Street to accommodate truck turn traffic, and constructing accommodations for pedestrians in Olathe, Kansas**, and is the subject of this Agreement.
22. **“Project Cost”** means \$25,400,000.00, which represents the total estimated cost of the Construction of the Project, as detailed in Attachment _____ of the BUILD Grant Agreement.
23. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
24. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
25. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
26. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
27. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-

transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **BUILD Grant Responsibility.** The Secretary will serve as the pass-through entity, as defined by 2 C.F.R. § 200 and §1201 *et seq.*, for the BUILD Grant Agreement for the Project.
2. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the City may obtain participation of federal funds in the cost of the Project.
3. **Payment of Costs.** The Secretary agrees to the following payment of costs for the Project:
 - a. BUILD Grant. The Secretary will seek reimbursement for the City for the BUILD Grant amount to cover 50.89% of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed \$10,000,000.00 in BUILD Grant funding for the Project.
 - b. Cost Share. Additionally, the Secretary agrees to be responsible for seventy-five percent (75%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), but not to exceed \$5,000,000.00 in Fiscal Year 2019 Cost Share funds for the Project. The Secretary shall not be responsible for total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$6,666,667.00 in Fiscal Year 2019 Cost Share funds for the Project.
 - c. Secretary Not Responsible. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, or Utility adjustments for the Project.
4. **Reimbursement Payments.** The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

4. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the Design Plans, in the manner required by the FHWA and the current version of the City's approved City of Olathe LPA Project Procedures Manual, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary. Additionally, the City agrees to be responsible for all reporting requirements under Articles 14 and 15 of the BUILD Grant Agreement.

5. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the City's approved City of Olathe LPA Project Procedures Manual, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

6. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 5 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

7. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 5 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 5 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

- (b) Progress Reports. Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) Third Party Beneficiary. Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

8. **Responsibility for Adequacy of Design**. The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

9. **Prevailing Wages**. The City will require the Contractor to pay prevailing wages. The City will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The City can obtain the current wage decision from KDOT’s Bureau of Construction and Materials website.

10. **Required Construction Contract Provisions**. The City will obtain the mandatory Required Contract Provisions from KDOT’s Bureau of Construction and Materials website and incorporate those provisions into the Construction contract.

11. **Performance Bond**. The City further agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

12. **Plan Retention**. The City will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project’s completion. The City further agrees to make such reproducible, prints, drawings, and

certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

13. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

14. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

15. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

16. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed pursuant to the Design Plans, the City agrees as follows:

- (i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of KDOT Right of Way is for the construction and maintenance of I-35. If the construction or maintenance of I-35 reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of I-35 construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.
- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.
- (iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the

necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

17. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

18. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

19. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) **Permitting of Private Utilities.** The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are

permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

20. **Hazardous Waste**. The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

21. **Inspections**. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the City's approved City of Olathe LPA Project Procedures Manual. Any subsequent changes to the Project Procedures Manuals by the City during the construction engineering inspection of the Project will require prior approval of the changes by the Secretary.

(a) By City personnel. City personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the City to inspect the Project, in which case the City shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

22. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final Design Plans.

23. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) **Parking Control.** The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

24. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

25. **Entrance Control.** The City will control the construction or use of any entrances along the Project within the City including those shown on the final Design Plans.

26. **Maintenance.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

27. **Financial Obligation.** The City agrees to the following regarding its financial obligations for the Project:

- a. **BUILD Grant.** The City, in combination with the Secretary's Cost Share funds, will be responsible for 49.11% of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$19,650.226.00 to secure BUILD Grant funding for the Project. For planning purposes, this amount is estimated to be \$4,650,226.00, which includes the City's contribution to secure the Secretary's Fiscal Year 2019 Cost Share funds.
- b. **Cost Share.** In addition, the City agrees to be responsible for twenty-five percent (25%) of the total actual cost of Construction (which includes the cost of all Construction Contingency Items), up to \$6,666,667.00 to secure Fiscal Year 2019 Cost Share funds.
- c. **City's Responsibilities.** The City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$19,650.226.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

28. **Cap Amount for Project Costs.** The City agrees that the "Not to Exceed" dollar amount above is subject to change as listed in the City's MPO's Transportation Improvement Plan ("TIP"). Final

“Not to Exceed” dollar amounts will be determined by the Secretary at the time of Letting. Any necessary changes to the “Not to Exceed” amounts will be documented through a supplemental agreement.

29. **Prior Costs Incurred.** The City shall be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

30. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”) Further, the City agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the City for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the City’s most recent Single or Program Specific Audit Report “(Audit Report”) available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The City, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** If the City is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

31. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

32. **Organizational Registration Requirements.**

(d) **Dun & Bradstreet.** If it has not already done so, the City shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).

(e) **System for Award Management.** The City agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

33. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **FHWA Approval.** Decisions as to what Project costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.

3. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF OLATHE, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Consideration of Amendment No. 1 to the agreement with Turner Construction for construction of the Fire Station #8 Improvements Project, PN 6-C-009-18.

ITEM DESCRIPTION:

Consideration of Amendment No. 1 to the agreement with Turner Construction for construction of the Fire Station #8 Improvements Project, PN 6-C-009-18.

SUMMARY:

Improved Fire Department coverage is needed to better serve the growing southwestern portion of the community, including increasing residential density, Mission Trail Middle School and the I-35 Logistics Park. This project is for the planning, design, construction, and equipping of a new fire station. In coordination with the Parks & Recreation department, this will be the initial phase of development of the approximately 12 acres of property recently purchased at 148th Street & Lakeshore Drive. The 12 acre property is bounded by single-family residential in all directions, including the Oak Run subdivision to the south and west. The scope will include a 10,500 square foot fire station at the northeast corner of the property and related site improvements.

On March 19, 2019, City Council approved an agreement with Turner Construction to provide preconstruction and cost estimating services for this project. Initial approval of the Agreement also established the management fees for the construction phase of the project. As part of their services, Turner Construction partnered with staff and our design team throughout the design phase to advise on matters affecting cost, materials and quality, schedule, constructability, etc. The preconstruction phase concludes with Turner Construction providing the city with a Guaranteed Maximum Price (GMP) for the construction of this project in the amount of \$5,300,000.

Construction is anticipated to begin Summer 2020 with completion tentatively scheduled for Summer 2021.

FINANCIAL IMPACT:

Funding for the Fire Station #8 Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

<u>GO Bonds</u>	<u>\$7,055,000</u>
Total	\$7,055,000

ACTION NEEDED:

Approval of Amendment No. 1 to the agreement with Turner Construction for construction of the Fire Station #8 Improvements Project, PN 6-C-009-18.

ATTACHMENT(S):

MEETING DATE: 6/16/2020

- A. Project Location Map
- B. Project Fact Sheet
- C. Amendment No. 1

FIRE STATION NO. 8 IMPROVEMENTS PROJECT
PN 6-C-009-18
PROJECT LOCATION MAP





Project Fact Sheet
Fire Station #8 Improvements
PN 6-C-009-18
June 16, 2020

Project Manager: Beth Wright / Chad Foster

Description: This project is for the planning, design, construction, and equipping of a new fire station near 148th Street and Lakeshore Drive.

Justification: Improved Fire Department coverage is needed to better serve the growing southwestern portion of the community, including increasing residential density, Mission Trail Middle School and the I-35 Logistics Park.

Schedule:	Item	Date
Guaranteed Maximum Price (GMP) Award		6/16/2020
Completion		Summer 2021 - estimated

Council Actions:	Date	Amount
Approved in CIP	2019-2023	\$7,055,000
Project Authorization	10/16/2018	\$7,055,000
Design Agreement	1/22/2019	\$ 363,400
Construction Management Agreement	3/19/2019	\$ 20,000
Apparatus Bid Award	10/15/2019	\$ 816,819
Design Presentation	1/7/2020	N/A
GMP Amendment	6/16/2020	\$5,300,000

Funding Sources:	Amount	CIP Year
General Obligation Bonds	\$7,055,000	2021

Expenditures:	Budget	Amount to Date
Staff Costs	\$ 30,000	\$ 26,629
Land Acquisition	\$ 75,000	\$ 75,000
Planning and Design Services	\$ 365,000	\$ 241,078
Building Construction	\$5,300,000	\$ 20,000
Equipment/Apparatus	\$ 817,000	\$ 676,819
Inspection/Testing	\$ 50,000	\$ 5,210
FF&E/IT/Miscellaneous & Contingency	\$ 418,000	\$ 7,896
Total	\$7,055,000	\$1,052,632



Olathe Fire Station #8

Guaranteed Maximum Price

June 2, 2020





Turner Construction
1220 Washington St., Suite 100
Kansas City, Missouri 64105
816.283.0555

June 2, 2020

Mr. Chad Foster, AIA, LEED AP
City of Olathe Kansas
1385 S. Robinson Drive
Olathe, KS 66061

Chad,

Congratulations to the City of Olathe on the upcoming ground breaking of the New Fire Station #08! We are thrilled to be a part of the team that will help to build this new building for the fire fighters and people of Olathe.

Attached is our Guaranteed Maximum Price (GMP) Document for the construction of this new facility.

Creating the GMP took months of planning and preparation through meetings, project document reviews, multiple estimates and special studies reviewed by the team of Turner, Finkle + Williams, the City of Olathe, and the Fire Department. We also involved over 100 local Subcontractors in the estimating and bidding process. We believe the following GMP value is a true and accurate representation of the project price.

We look forward to sitting down and reviewing the document with you and the team. As always, if you have any questions do not hesitate to ask.

Thank you for the opportunity to be a part of this great project!

A handwritten signature in black ink, appearing to read "Jason Brown", written over a light gray rectangular background.

Jason Brown – Turner Construction Company

TABLE OF CONTENTS

1. **GMP Amendment**
2. **Exhibit A - Cost Summary**
3. **Exhibit B - Scope Responsibility Matrix**
4. **Exhibit C - Assumptions and Clarifications**
5. **Exhibit D - Contract Document List**
6. **Exhibit E - Allowances**



AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 1st day of June in the year 2020, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19th day of March in the year 2019 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Fire Station No.8
14700 S. Lakeshore Drive
Olathe, Ks 66061
Project No. 6-C-009-18

THE OWNER:

(Name, legal status, and address)

City of Olathe
100 East Sante Fe
PO Box 768
Olathe, KS 66061

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Turner Construction
1220 Washington St. Suite 100
Kansas City, MO 64105

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Five Million Three hundred Thousand (\$ 5,300,000.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Exhibit A

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
NA	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NA		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

6/30/2020

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: June 16, 2021

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Exhibit D

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Exhibit D

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
NA		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Init.

Item
Exhibit E

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Exhibit C

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

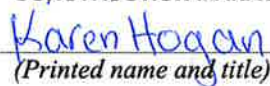
This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

 VP + GM

(Printed name and title)

EXHIBIT A - COST SUMMARY			
BID PACKAGE NAME		Gross SF =	10,570
		Cost	Cost / SF
00.03	Equipment procurement	\$59,994	\$5.68
01.01	General requirements	\$119,751	\$11.33
03.01	Building, structural concrete & site concrete	\$502,000	\$47.49
04.01	Masonry & manufactured stone veneer	\$366,250	\$34.65
05.01	Structural steel & miscellaneous metals	\$483,411	\$45.73
06.01	General trades	\$185,062	\$17.51
06.02	Architectural woodwork (Furnish casework & solid surface/c	\$46,663	\$4.41
07.01	Roofing / sheet metal	\$209,938	\$19.86
07.02	Waterproofing / joint sealants	\$52,000	\$4.92
07.03	Spray applied fireproofing	\$2,000	\$0.19
07.05	Firestopping / fire safing & spray foam	\$16,900	\$1.60
08.01	Doors / frames / hardware (Furnish)	\$40,652	\$3.85
08.02	Glass / glazing	\$160,327	\$15.17
08.03	Overhead doors / loading dock equipment	\$103,368	\$9.78
09.01	Metal framing / drywall / ceilings / frame install / blocking /	\$311,174	\$29.44
09.03	Carpet / vct / sheet flooring / resilient base	\$16,990	\$1.61
09.04	Tile	\$6,875	\$0.65
09.05	Painting / wallcovering	\$64,960	\$6.15
09.06	Resinous flooring	\$28,475	\$2.69
10.01	Specialties	\$12,323	\$1.17
10.02	Signage	\$10,281	\$0.97
10.04	Lockers	\$39,379	\$3.73
12.01	Window treatment	\$6,560	\$0.62
14.01	Elevators	\$53,629	\$5.07
21.01	Fire suppression	\$38,809	\$3.67
22.01	Plumbing	\$171,331	\$16.21
23.01	HVAC	\$214,411	\$20.28
26.01	Electrical	\$362,843	\$34.33
31.01	Earthwork	\$162,949	\$15.42
32.01	Asphalt paving	\$46,744	\$4.42
32.03	Landscaping	\$63,666	\$6.02
32.04	Segmented retaining walls	\$48,725	\$4.61
33.01	Site utilities (Storm, water & sanitary)	\$244,822	\$23.16
Permit	Permits	\$0	\$0.00
SUBTOTAL		\$4,253,262	\$402.39
INSURANCE AND BONDING		\$164,466	\$15.56
	SUBCONTRACT DEFAULT INSURANCE	\$53,166	\$5.03
	GENERAL LIABILITY & WORKMAN'S COMP INSURANCE	\$53,000	\$5.01
	BUILDER'S RISK INSURANCE	\$10,600	\$1.00
	PAYMENT AND PERFORMANCE BOND	\$47,700	\$4.51

Olathe Fire Station #8
Guaranteed Maximum Price
June, 2nd 2020



EXHIBIT A - COST SUMMARY		
BID PACKAGE NAME	Gross SF =	10,570
	Cost	Cost / SF
ESCALATION AND CONTINGENCY	\$246,772	\$23.35
DESIGN CONTINGENCY	\$0	\$0.00
ESCALATION	\$0	\$0.00
OWNER CONTINGENCY	\$110,913	\$10.49
CONSTRUCTION CONTINGENCY	\$135,859	\$12.85
SUBTOTAL - DIRECT COSTS	\$4,664,500	\$441.30
CM SERVICES	\$635,500	\$60.12
PRECONSTRUCTION	\$20,000	\$1.89
CONSTRUCTION STAFF & REIMBURSABLES	\$430,000	\$40.68
CM FEE	\$185,500	\$17.55
PROJECT CONSTRUCTION GMP TOTAL	\$5,300,000	\$501.42

EXHIBIT B - SCOPE OF WORK RESPONSIBILITY MATRIX

SCOPE DESCRIPTION	TURNER		CITY OF OLATHE		EXCLUDED	NOTES
	FURNISH	INSTALL	FURNISH	INSTALL		
GENERAL						
Land Acquisition			X			
Legal Expenses			X			Related to project approval, design, and construction.
Permits & Tap Fees	-	-	-	-	-	
Building Permit Fees					X	Excluded on city projects per email dated 05/31/2019
Plan Review Fees					X	Excluded on city projects per email dated 05/31/2019
Plat Fees					X	
Zoning Fees					X	
EPA, NOI/Wetlands Permit Fees					X	
Watershed Management Fee					X	
Sewer Connection Fee					X	Excluded on city projects per email dated 05/31/2019
Sewer Usage Fees	X					
Water Connection Fees					X	Excluded on city projects per email dated 05/31/2019
Gas Connection Fees					X	By Atmos Gas
Electrical Utility Connection Fees			X			
Telephone and Internet Utility Connection Fees			X			Fiber by city vendor
Insurance, Bonds, and Taxes	-	-	-	-	-	
Contractor's General Liability	X					
Contractor's Workers Compensation	X					
Builder's Risk	X					
Pollution Liability					X	
Professional Liability	X		X			TCCo limited to delegated design as indicated in project specifications
P&P Bond	X					
Subcontractor Default Insurance (Subguard)	X					
Insurance for Owner Direct Contracts			X			
Railroad Protective Liability Insurances					X	
Taxes (State, Local, and Use Tax)					X	
Contingencies	-	-	-	-	-	
Estimating Contingency					X	
Design Contingency					X	
Construction Contingency	X		X			
Project Contingency			X			
Inflation/Escalation Costs	X					For the dates listed in the GMP
General Requirements and General Conditions	-	-	-	-	-	
Construction Cleaning	X					
Final Cleaning	X					
Protection and Safety	X					Excludes owner direct contracts
Temporary Toilets	X					
Temporary Signage for Construction	X					
Temporary Project Identification Signage	X					
Construction Surveying	X					
Community Public Relations			X			
Travel Required for Project	X		X			
Construction Personnel Relocation					X	
Site Security Guard					X	
Security Badges					X	
Security Screening and Drug Testing	X					
Construction Mobilization	X					
Contractor's Site Office / Trailer	X					
Owner's Site Office / Trailer					X	
A/E's Site Office / Trailer					X	
Operations and Maintenance Training	X					
Utility Service Charges/Consumption During Construction	X					
Utility Service Charges/Consumption After Substantial Completion			X			
Document Printing & Mail (Electronic)	X					
Coordination	X					
Prevailing Wage Rates					X	
M/W/DBE Utilization Requirements					X	
Operating Supplies & Equipment			X			
Move-In / Startup Costs / Pre-Opening Operation Costs			X			
SITE INVESTIGATION						
Soils Borings			X			
Exploratory Investigation			X			
Environmental Audit					X	
Hazardous Contamination Reports			X		X	
Hazardous Material Abatement			X			If Required
Regulatory Fees			X			If Required
Environmental Cleanup			X			If Required
Property Survey			X			
Soil RHO Value testing			X			If Required
PROFESSIONAL FEES						
A/E Fees and Reimbursable						
Architectural			X			
Structural			X			
MEP Consultants			X			
Civil/Site/Utilities			X			
Landscape			X			
Interior Design			X			
Acoustical					X	
Restaurant / Kitchen Consultant					X	
LEED Certification					X	
Testing and Inspections			X			

EXHIBIT B - SCOPE OF WORK RESPONSIBILITY MATRIX

SCOPE DESCRIPTION	TURNER		CITY OF OLATHE		EXCLUDED	NOTES
	FURNISH	INSTALL	FURNISH	INSTALL		
Test & Balance	X					
Commissioning Support					X	If required
Commissioning Agent					X	If required
Security Consulting					X	
Owners Representative					X	
Risk Assessment					X	
BUILDING DEMOLITION AND PATCHING						
On-site Demolition of Existing Buildings					X	
Hazardous Material Removal and Abatement			X			If required
FOUNDATIONS						
Foundations	X	X				
Slab on Grade	X	X				
STRUCTURAL FRAME						
Structural Frame	X	X				
ROOFING AND WATERPROOFING						
Roofing	X	X				
Waterproofing of Elevator Pits	X	X				
Roofing Mounted Equipment for Building Façade Cleaning					X	
EXTERIOR WALL						
Exterior Wall Systems	X	X				
Building Signage	X	X				
INTERIOR CONSTRUCTION						
Interior Walls & Doors	X	X				
Finishes	X	X				
Millwork / Casework	X	X				
Interior Glazing	X	X				
SPECIAL REQUIREMENTS/EQUIP.						
Apparatus Bay Equipment						
Compressor(s)	X	X				
SCBA Equipment		X	X			
Wildland Lockers	X	X				
EMS Vending			X	X		
Hose Rack(s)			X	X		
Decon Shower	X	X				
Decon Sink	X	X				
Washer/Dryer at Decon Room			X	X		
Extractor at Decon Room		X	X			Housekeeping pad provided by Turner
Hanging Gear Dryer at Clean Room		X	X			
Rolling Shelving at Clean Room			X	X		
Turnout Gear Lockers	X	X				
Fire Poles	X	X				
Plymovent Source Capture System	X	X				Only one bay
Ground Floor Living Areas						
Ice Machine under Scissor Stairs		X	X			Plumber will hook up to building plumbing
FF Office Furniture			X	X		
TV at FF Office			X	X		
Captains Office Furniture			X	X		
Library Casework/Device at Lobby			X	X		
2nd Floor Living Areas						
Refrigerators at Kitchen		X	X			
Gas Range/Oven at Kitchen		X	X			
Dishwashers		X	X			
Ceiling Hung Kitchen Hood	X	X				
Built in Microwaves			X	X		
Small Kitchen Appliances			X	X		
Kitchen Smallwares and Supplies			X	X		
Washer and Dryer at Laundry Room		X	X			
Bunk Room Mattress and Furniture			X	X		
Bunk Alcove Millwork Lockers	X	X				
Locker Room Lockers	X	X				
Locker Room Benches	X	X				
Toilet Partitions and Screens	X	X				
Toilet & Shower Accessories	X	X				
Toilet Supplies (toiletries, soap, etc.)			X	X		
Linens and Towels			X	X		
Fire Extinguishers, with cabinets where indicated	X	X				
Roller Shades/Blackout Shades	X	X				
Exterior Equipment						
Grill at patio		X	X			
Dumpster			X	X		Provided by City Solid Waste
Flag Pole	X	X				
Wall and Door Protection	-	-	-	-	-	
Wall Protection	X	X				
Corner Guards	X	X				
Visual Display Surfaces	-	-	-	-	-	
Marker Boards	X	X				
Signage	-	-	-	-	-	
Code Signage	X	X				
Room Identification Signage	X	X				

EXHIBIT B - SCOPE OF WORK RESPONSIBILITY MATRIX

SCOPE DESCRIPTION	TURNER		CITY OF OLATHE		EXCLUDED	NOTES
	FURNISH	INSTALL	FURNISH	INSTALL		
Building Identification Signage	X	X				
Monument Signage					X	
Other Specialties	-	-	-	-	-	
Recessed walk-off mats					X	
Dock equipment - levelers, bumpers, and seals					X	
Window Washing Equipment					X	
FF&E	-	-	-	-	-	
Tables and Chairs			X	X		
Office Cubicles			X	X		
Other office furniture (storage shelving, file cabinets, etc)			X	X		
Office equipment (computers, phones, printers, copiers, shredders, etc)			X	X		
Area rugs			X	X		
Trash cans (other than built-in restroom trash cans)			X	X		
Work benches and tool racks			X	X		
Janitorial equipment and supplies			X	X		
Computer Workstations			X	X		
Color Printer / Copiers / Fax Machines			X	X		
Telephone System			X	X		
Reception/Lobby Area Furniture			X	X		
Back of House Shelving			X	X		
Display Case	X	X				
Computer Server Equipment			X	X		
Interior Design Accessories			X	X		
VERTICAL TRANSPORTATION						
Elevators	X	X				
Elevator Maintenance after Substantial Completion			X	X		
FIRE PROTECTION						
Fire Sprinkler System	X	X				
PLUMBING						
Plumbing Equipment	X	X				
Piping and Insulation	X	X				
Fixtures	X	X				
HVAC						
HVAC Equipment	X	X				
Ductwork, Piping, Accessories	X	X				
BMS / Controls	X	X				
Testing and Balancing	X	X				
Commissioning Support					X	
Commissioning					X	
ELECTRICAL						
Electrical Equipment	X	X				
Conduit, Cabling, and Devices for Power	X	X				
Conduit, Cabling, and Fixtures for Lighting	X	X				
Fire Alarm	X	X				
Technology & Telephone Systems Rough-in	X	X				
Technology & Telephone Systems Cabling			X	X		
Technology & Telephone Equipment & Devices			X	X		
AV Systems Rough-in	X	X				
AV Systems Cabling			X	X		
AV Systems Equipment and Devices			X	X		
Security - Card Access Systems Rough-in	X	X				
Security - Card Access Cabling	X	X				
Security - Card Access Devices	X	X				
Security - CCTV Systems Rough-in	X	X				
Security - CCTV Systems Cabling			X	X		
Security - CCTV Systems Devices			X	X		
Public Address Systems (Westnet Rough-in)	X	X				
Public Address Systems (Westnet) Cabling and Devices			X	X		
Generator	X	X				
Commissioning Support					X	
Commissioning					X	
SITework						
Site Preparation						
Demolition of Existing Site Improvements	X	X				
Site Clearing	X	X				
Site Grading	X	X				
Erosion Control	X	X				
Rock Excavation	X	X				
Construction Entrances, Staging, and Laydown Areas	X	X				
Temporary Fencing	X	X				
Site Improvements						
Paving	X	X				
Building sign, including power connection	X	X				
Directional / traffic signage	X	X				
Pavement markings	X	X				
Traffic control lights					X	
Off-site improvements			X	X		
Temporary construction signage	X	X				
Retaining walls	X	X				
Railings	X	X				
Benches (fixed)			X	X		

EXHIBIT B - SCOPE OF WORK RESPONSIBILITY MATRIX

SCOPE DESCRIPTION	TURNER		CITY OF OLATHE		EXCLUDED	NOTES
	FURNISH	INSTALL	FURNISH	INSTALL		
Benches (loose)			X	X		
Portable furniture			X	X		
Trash cans			X	X		
Outdoor maintenance equipment			X			
Landscaping						
Plantings (grass, trees, shrubs, etc.)	X	X				
Irrigation / Sprinkler system	X	X				
Spreading of on-site stockpiled topsoil	X	X				
Final grading of topsoil	X	X				
Planting beds	X	X				
Decorative rock	X	X				
Landscape edging	X	X				
Pavers					X	
Interior plants			X	X		
Landscaping maintenance prior to Substantial Completion	X	X				
Landscape maintenance 1 year after Substantial Completion			X	X		
Site Utilities						
Storm	X	X				
Subsurface drains	X	X				
Water	X	X				
Sanitary	X	X				
Grease interceptor					X	
Connection of new storm, water, and sanitary to existing	X	X				
Gas service to meter at the building			X	X		By local utility company
Gas service from meter to locations in building	X	X				
Conduit for primary electric service to building service entrance	X	X				
Conductors (Wire) for primary electric service to building service entrance			X	X		From electric utility company
Outdoor switchgear and transformers			X	X		From electric utility company
Relocation of Existing Utilities					X	
Site Lighting						
Exterior building lighting	X	X				
Road and parking area lighting	X	X				
Landscape lighting	X	X				
Site Communications & Security						
Communications and security conduits / ductbanks and vaults			X	X		
Connection of new communications and security conduit to existing			X	X		
Communications and security cabling			X	X		
Communications and security devices and equipment			X	X		

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

These assumptions and clarifications present a written explanation clarifying the assumptions, exclusions, and other basis used in developing the Guaranteed Maximum Price (GMP) and its summary cost breakdown, as well as the Contract Time and project schedule referenced herein. Qualifications noted herein are intended to supplement the Contract Documents, clarify and document mutual understanding of any conflicting or incomplete scope or design items, and highlight dependencies on the Owner and its representatives. Where actual events on the Project differ from the Assumptions and Clarifications listed below, these differing conditions shall require adjustments to the GMP, resulting in adjustments to cost and/or schedule.

General Scope and Contract Qualifications, Clarifications, and Exclusions

- 1.) The GMP is to be a modification to the Agreement, dated March 12, 2019, and therefore will have the highest precedence as per Agreement Paragraph 1.1 and General Conditions Paragraph 1.1.2.
- 2.) Design and estimating contingency are excluded, the documents are 100% Complete. Should deviations from such intent and scope result in an increase to the GMP, Construction Manager will recommend possible solutions in order to protect the Project cost and/or schedule from increasing, and the Owner will direct the Architect to make such mutually agreed upon changes, or adjust the GMP by Change Order accordingly.
- 3.) The GMP is based on the *Contract Documents List* (Exhibit D), and these Assumptions and Clarifications.
- 4.) *Cost Summary sheet* (Exhibit A) has been included in this document for information only. Totals are not intended to be stand alone or line item guarantees.
- 5.) The GMP and completion schedule do not provide for the effects of the incidence of disease or other illness that reaches outbreak, epidemic, endemic and/or pandemic proportions or otherwise affects the area in which the Project is located and/or our labor or supply chain. Notwithstanding the above, or anything herein to the contrary, the Construction Manager shall not be liable for default or delay because of labor shortages due to voluntary quarantine, any public health order, or illness of personnel, interruptions in the supply chain for materials, or otherwise, such delays being a force majeure, which shall excuse Construction Manager's strict compliance with any completion schedule requirements and application of Owner's contractual remedies by way of liquidated damages or supplementation of Construction Manager's Work, or as otherwise provided in the Contract Documents. The Construction Manager shall notify Owner in writing as soon as reasonably possible after the commencement of any excusable delay, including force majeure, setting forth the particulars in connection therewith.
- 6.) The Construction Manager will provide the following insurance and/or bonds for the portion of Project scope included within the GMP. The price for these are included within the GMP as lump sum amounts as indicated below and will be billed in the first application for payment following the approval of the GMP. All amounts listed are subject to additions if the volume of the GMP increases, and will be added at the Fixed Rate Percentages indicated (on the total volume of the increase). Deductibles for Builder's Risk Insurance, if necessary, shall be reimbursable as cost of the work within the GMP.

Description	Lump Sum Amount	Fixed Rate %
General Liability Insurance and Work Comp	\$ 51,395.00	1.0%
Subcontractor Default Insurance	\$ 52,720.00	1.25%
Builder's Risk Insurance	\$ 10,279.00	.20%
Performance and Payment Bond	\$ 46,255.00	.90%

The GMP excludes insurance or bond coverage for Owner direct contractors, unless clarified in these Assumptions and Clarifications.

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

- 7.) Construction Manager reserves the right to selectively negotiate or re-bid trade packages as necessary to maintain the final GMP.
- 8.) Certificates of Insurance naming the coverages, limits, and additional insureds shall serve as an acceptable form of proof of insurance.
- 9.) Fixed lump sum General Conditions of \$430,000.00 that will be billed on equal installments for the duration of the release of construction until substantial completion.
- 10.) The Construction Manager may self-perform General Requirements, General Conditions, Cleaning, General Trades other direct work and Safety.
- 11.) The Construction Contingency is for the Construction Manager and Owner's joint protection and is intended to cover possible additional costs for conditions not evident from the GMP documents and not quantifiable at the time of the GMP at the sole discretion of the Construction Manager. The Construction Contingency is separate from any design or project contingency the Owner may decide to carry and is not intended to be a funding source for Changes in the Scope of Work. The Construction Contingency may be used to pay for items included in the Cost of the Work. All expenditures of the Construction Contingency shall be tracked by the Construction Manager, with all savings retained by the Owner at Final Completion. Permissible uses of the Construction Contingency include but are not limited to:
 - a) Expediting of materials/labor beneficial to the Project but not due to an external delay.
 - b) Scope missed in subcontractor proposals or coordination of work by Construction Manager.
 - c) Scope omissions in the Contract Documents reasonably inferred.
 - d) Overtime, out of sequence work, and other acceleration costs required to maintain schedule at no fault of the Owner or Architect.
 - e) Buyout of a project scope of work that results in an overrun to a subcontract.
 - f) Additional temporary work, cleaning, safety, or protection required to maintain schedule.
 - g) Costs due to unrecoverable subcontractor defaults.
 - h) Overruns in staff and general conditions costs.
 - i) Cost to cover unidentifiable losses or damages not covered by insurance, including deductibles.
- 12.) It is understood that the Owner's direct contractors must follow the Construction Manager's safety policies and coordinate with other trades while the Construction Manager is on site as the controlling contractor. However, the Construction Manager is not responsible for the actions or performance of the Owner's contractors and will not be included in the Construction Manager's insurance policies.
- 13.) Manufacturers' standard colors, sizes and materials have been included except where color selections have already been identified in the GMP documents.
- 14.) The GMP excludes costs for direct hiring of special inspections agency. The GMP includes provisions to comply with special inspections per the contract documents.

Schedule

- 15.) The GMP based on the following activities, some of which are Owner dependent. These dates are critical schedule dates:

Description	Date
-------------	------

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

Approval of the GMP by the Owner and full release to proceed with the Work	June 16, 2020
Delivery of Owner furnished Appliances	June 1, 2021
Substantial Completion of the Project	June 16, 2021
Construction Complete	June 30, 2021

- 16.) The Project Schedule is based on 5 day work weeks (Monday through Friday), 8 hours per day, exclusive of holidays.
- 17.) The GMP includes 36 weather impact days in the schedule, reasonably anticipated from NOAA historical data in the Project area, when various types work will be occurring on the project, and other project specific parameters. "Weather Days" shall be defined as days in which weather prevents critical activities from moving forward. Net impacts from Weather Days will be tracked monthly. The Weather Days noted below per month shall be used in establishing "normal" vs. "abnormal" weather conditions.

Month	Days		Month	Days		Month	Days		Month	Days
January	6		April	3		July	2		October	2
February	4		May	3		August	2		November	3
March	3		June	3		September	2		December	3

If abnormal weather delays the schedule, the Construction Manager will recommend expediting, overtime, and/or out of sequence work solutions to the Owner to maintain the overall GMP schedule, if possible. Costs and/or schedule adjustments due to weather delays will be added to the GMP by Change Order or handled with a GMP allowance if available within the GMP.

Scope Specific Qualifications, Clarifications, and Exclusions

- 18.) The following Exhibits are included in this GMP deliverable for your reference and understanding of scope that is included or excluded.
- a) Exhibit B: *Scope of Work Responsibility Matrix*. This document outlines our understanding of project scope responsibilities required of the Construction Manager and Owner. The GMP excludes all costs for Owner furnished or installed scope as outlined in this Responsibility Matrix. Unless additional clarifications are required, the scope responsibility indicated in this exhibit is not repeated in these Assumptions and Clarifications.
 - b) Exhibit E: *Allowances*. This document highlights scope that is included in the GMP as an Owner Allowance. The GMP assumes an Allowance is a dollar value assigned to a scope of work, which is known about, but has not or cannot be clearly defined with firm pricing. Allowance overages and savings will be addressed through a Change Order and not from Construction Manager contingency.
- 19.) Rates within the executed agreement were effective through April 1, 2020. Refer to attached updated hourly rate

A. Substructure (Foundations, Slab on Grade, and Related Systems)

Assumptions / Clarification

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

Exclusions:

20.) Testing and inspections

B. Shell (Superstructure and Envelope)

Assumptions / Clarifications:

21.) Best Block was used for the Ground Face Block.

Exclusions:

21.) Generator Walls/Enclosure

22.) Monument sign

C. Interiors

Assumptions / Clarifications:

23.) We removed the extra power supplies called for on all access doors in Div. 08 on both specs.

24.) We used the CHI model 3295 Aluminum Full view Commercial Door for the Fitness Room Overhead Door.

Exclusions:

27.) Moisture Mitigation for under the Epoxy Floor if RH of slab is >75% is \$2.45/SF

28.) Moisture Mitigation for under the carpet and athletic Flooring would be \$2.50/SF

D. Services (Conveying and MEP)

Assumptions / Clarifications:

25.) Daiken Splits, DOAZ and ductless are the HVAC systems provided.

36.) Skyblades were used in lieu of Big Ass Fans

G. Sitework

Assumptions / Clarifications:

26.) Our pricing for asphalt paving includes oil prices at \$425/Ton using April 2020 Pricing

END OF ASSUMPTIONS AND CLARIFICATIONS

EXHIBIT D - CONTRACT DOCUMENT LIST				
Document Number	Title	Date	Most Recent Update	
<u>DRAWINGS</u>				
GENERAL				
A0.00	COVER SHEET	4/28/2020	PERMIT SET	
CIVIL				
C1.01	EROSION CONTROL PLAN PHASE 1	4/28/2020	PERMIT SET	
C1.02	EROSION CONTROL PLAN PHASE 2	4/28/2020	PERMIT SET	
C1.03	EROSION CONTROL PLAN PHASE 3	4/28/2020	PERMIT SET	
C1.04	EROSION CONTROL DETAILS	4/28/2020	PERMIT SET	
C2.01	SITE DIMENSION PLAN	4/28/2020	PERMIT SET	
C3.02	ENLARGED GRADING PLAN	4/28/2020	PERMIT SET	
C4.01	SITE UTILITIES PLAN	4/28/2020	PERMIT SET	
C4.02	FOUNDATION DRAIN AND UNDER DRAIN PLAN	4/28/2020	PERMIT SET	
C4.11	UTILITY PROFILES	4/28/2020	PERMIT SET	
C5.01	SITE DETAILS -1	4/28/2020	PERMIT SET	
C5.02	SITE DETAILS -2	4/28/2020	PERMIT SET	
C5.03	SITE DETAILS -3	4/28/2020	PERMIT SET	
C5.04	SITE DETAILS -4	4/28/2020	PERMIT SET	
C6.00	PUBLIC SANITARY SEWER COVER	4/28/2020	PERMIT SET	
C6.01	PUBLIC SANITARY SEWER PLAN & PROFILE	4/28/2020	PERMIT SET	
C6.02	PUBLIC SANITARY SEWER DETAILS	4/28/2020	PERMIT SET	
C7.00	PUBLIC WATER MAIN COVER	4/28/2020	PERMIT SET	
C7.01	PUBLIC WATER MAIN PLAN & PROFILE	4/28/2020	PERMIT SET	
C7.02	PUBLIC WATER MAIN DETAILS-1	4/28/2020	PERMIT SET	
C7.03	PUBLIC WATER MAIN DETAILS-2	4/28/2020	PERMIT SET	
LANDSCAPE				
LD-100	TREE PROTECTION PLAN	4/27/2020	PERMIT SET	
L-100	OVERALL SITE PLAN	4/27/2020	PERMIT SET	
L-140	PLANTING PLAN	4/27/2020	PERMIT SET	
L-170	AREAS TO BE IRRIGATED PLAN	4/27/2020	PERMIT SET	
L-500	DETAILS	4/27/2020	PERMIT SET	
ARCHITECTURAL				
A0.01	LEGENDS & GEN. NOTES	4/28/2020	PERMIT SET	
A0.02	CODE ANALYSIS	4/28/2020	PERMIT SET	
A0.03	WALL TYPES	4/28/2020	PERMIT SET	
A0.10	ARCHITECTURAL SITE PLAN & DETAILS	4/28/2020	PERMIT SET	
A1.01	FIRST FLOOR PLAN	4/28/2020	PERMIT SET	
A1.02	SECOND FLOOR PLAN	4/28/2020	PERMIT SET	
A2.01	ENLARGED PLANS, LEGENDS AND SCHEDULES	4/28/2020	PERMIT SET	
A3.01	ROOF PLAN	4/28/2020	PERMIT SET	
A4.00	ELEVATIONS	4/28/2020	PERMIT SET	
A4.10	INTERIOR ELEVATIONS - FIRST FLOOR	4/28/2020	PERMIT SET	
A4.11	INTERIOR ELEVATIONS - LOCKERS & RESTROOMS	4/28/2020	PERMIT SET	
A4.12	INTERIOR ELEVATIONS - SECOND FLOOR	4/28/2020	PERMIT SET	
A4.13	INTERIOR ELEVATIONS & SECTIONS	4/28/2020	PERMIT SET	
A4.14	INTERIOR ELEVATIONS	4/28/2020	PERMIT SET	
A5.00	BUILDING SECTIONS	4/28/2020	PERMIT SET	
A5.01	WALL SECTIONS	4/28/2020	PERMIT SET	
A5.02	WALL SECTIONS	4/28/2020	PERMIT SET	
A5.03	WALL SECTIONS	4/28/2020	PERMIT SET	
A5.04	WALL SECTIONS	4/28/2020	PERMIT SET	
A5.05	WALL SECTIONS	4/28/2020	PERMIT SET	
A6.01	VERTICAL CIRCULATION	4/28/2020	PERMIT SET	
A6.02	VERTICAL CIRCULATION	4/28/2020	PERMIT SET	
A6.03	VERTICAL CIRCULATION	4/28/2020	PERMIT SET	
A7.01	DETAILS	4/28/2020	PERMIT SET	
A7.02	DETAILS	4/28/2020	PERMIT SET	
A7.03	DETAILS	4/28/2020	PERMIT SET	
A7.05	PLAN DETAILS	4/28/2020	PERMIT SET	
A7.11	DETAILS	4/28/2020	PERMIT SET	
A7.12	DETAILS	4/28/2020	PERMIT SET	
A8.01	DOOR SCHEDULE AND DETAILS	4/28/2020	PERMIT SET	
A8.02	HEAD, JAMB, & SILL DETAILS	4/28/2020	PERMIT SET	
A8.03	HEAD, JAMB, & SILL DETAILS	4/28/2020	PERMIT SET	
A8.10	FINISH SCHEDULE AND DETAILS	4/28/2020	PERMIT SET	
A9.01	FIRST FLOOR RCP	4/28/2020	PERMIT SET	
A9.02	SECOND FLOOR RCP	4/28/2020	PERMIT SET	

EXHIBIT D - CONTRACT DOCUMENT LIST			
Document Number	Title	Date	Most Recent Update
STRUCTURAL			
S0.01	GENERAL NOTES	4/27/2020	PERMIT SET
S0.02	ISOMETRIC VIEWS	4/27/2020	PERMIT SET
S0.03	CMU DETAILS	4/27/2020	PERMIT SET
S1.01	FOUNDATION PLAN	4/27/2020	PERMIT SET
S1.02	SECOND FLOOR FRAMING PLAN	4/27/2020	PERMIT SET
S1.03	ROOF FRAMING PLAN	4/27/2020	PERMIT SET
S2.01	FOUNDATION SECTIONS	4/27/2020	PERMIT SET
S2.02	FOUNDATION SECTIONS	4/27/2020	PERMIT SET
S2.03	FOUNDATION SECTIONS	4/27/2020	PERMIT SET
S2.04	FOUNDATION SECTIONS	4/27/2020	PERMIT SET
S3.01	FRAMING SECTIONS	4/27/2020	PERMIT SET
S3.02	FRAMING SECTIONS	4/27/2020	PERMIT SET
S3.03	FRAMING SECTIONS	4/27/2020	PERMIT SET
S3.04	FRAMING SECTIONS	4/27/2020	PERMIT SET
S4.01	ELEVATIONS	4/27/2020	PERMIT SET
MECHANICAL			
M1.0	1ST FLOOR PLAN - MECHANICAL	4/28/2020	PERMIT SET
M1.1	2ND FLOOR PLAN - MECHANICAL	4/28/2020	PERMIT SET
M2.0	MECHANICAL DETAILS	4/28/2020	PERMIT SET
M2.2	FIRE STOPPING DETAILS	4/28/2020	PERMIT SET
M3.0	SCHEDULES, GENERAL NOTES & SYMBOLS	4/28/2020	PERMIT SET
PLUMBING			
P1.0	1ST FLOOR PLAN - PLUMBING	4/28/2020	PERMIT SET
P1.1	2ND FLOOR PLAN - PLUMBING	4/28/2020	PERMIT SET
P2.1	1ST FLOOR PLAN - SUPPLY PIPING	4/28/2020	PERMIT SET
P2.2	2ND FLOOR PLAN - SUPPLY PIPING	4/28/2020	PERMIT SET
P3.0	DWV RISER DIAGRAM	4/28/2020	PERMIT SET
P4.0	PLUMBING DETAILS	4/28/2020	PERMIT SET
P4.1	PLUMBING DETAILS	4/28/2020	PERMIT SET
P4.2	FIRE STOPPING DETAILS	4/28/2020	PERMIT SET
P5.0	SCHEDULES, GENERAL NOTES & SYMBOLS	4/28/2020	PERMIT SET
FIRE PROTECTION			
FP1.0	1ST FLOOR PLAN - FIRE PROTECTION	4/28/2020	PERMIT SET
FP1.1	2ND FLOOR PLAN - FIRE PROTECTION	4/28/2020	PERMIT SET
ELECTRICAL			
E0.1	SITE PLAN - ELECTRICAL	4/28/2020	PERMIT SET
E0.2	SITE PLAN - PHOTOMETRICS	4/28/2020	PERMIT SET
E1.0	1ST FLOOR PLAN - POWER	4/28/2020	PERMIT SET
E1.1	2ND FLOOR PLAN - POWER	4/28/2020	PERMIT SET
E2.0	1ST FLOOR PLAN - LIGHTING	4/28/2020	PERMIT SET
E2.1	2ND FLOOR PLAN - LIGHTING	4/28/2020	PERMIT SET
E3.0	1ST FLOOR PLAN - SYSTEMS	4/28/2020	PERMIT SET
E3.1	2ND FLOOR PLAN - SYSTEMS	4/28/2020	PERMIT SET
E3.2	ROOF PLAN - SYSTEMS	4/28/2020	PERMIT SET
E4.0	ELECTRICAL DETAILS	4/28/2020	PERMIT SET
E5.0	ELECTRICAL SCHEDULES	4/28/2020	PERMIT SET
E5.1	ELECTRICAL SCHEDULES	4/28/2020	PERMIT SET
E6.0	SCHEDULES, GENERAL NOTES & SYMBOLS	4/28/2020	PERMIT SET
<u>SPECIFICATIONS, REPORTS, NARRATIVES, PROJECT INFO & SKETCHES</u>			
DIVISION 01 - GENERAL REQUIREMENTS			
11000	SUMMARY		GMP/Permit Set
12500	SUBSTITUTION PROCEDURES		GMP/Permit Set
13300	SUBMITTAL PROCEDURES		GMP/Permit Set
14000	QUALITY REQUIREMENTS		GMP/Permit Set
15713	TEMPORARY EROSION AND SEDIMENT CONTROL AND SWPPP		GMP/Permit Set
16000	PRODUCT REQUIREMENTS		GMP/Permit Set
17823	OPERATION AND MAINTENANCE DATA		GMP/Permit Set
17839	PROJECT RECORD DOCUMENTS		GMP/Permit Set
17900	DEMONSTRATION AND TRAINING		GMP/Permit Set
DIVISION 03 - CONCRETE			
33000	CAST-IN-PLACE CONCRETE		GMP/Permit Set
33550	INTERIOR CONCRETE SLABS		GMP/Permit Set
DIVISION 04 - MASONRY			
42200	CONCRETE UNIT MASONRY		GMP/Permit Set
47200	CAST STONE MASONRY		GMP/Permit Set
47300	MANUFACTURED STONE VENEER		GMP/Permit Set
DIVISION 05 - METALS			
51200	STRUCTURAL STEEL FRAMING		GMP/Permit Set
52100	STEEL JOIST FRAMING		GMP/Permit Set
53100	STEEL DECKING		GMP/Permit Set
54000	COLD-FORMED METAL FRAMING		GMP/Permit Set
55113	METAL PAN STAIRS		GMP/Permit Set
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES			
61000	ROUGH CARPENTRY		GMP/Permit Set
64116	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS		GMP/Permit Set

EXHIBIT D - CONTRACT DOCUMENT LIST			
Document Number	Title	Date	Most Recent Update
DIVISION 07 - THERMAL AND MOISTURE PROTECTION			
71113	BITUMINOUS DAMPPROOFING		GMP/Permit Set
71326	SELF-ADHERING SHEET WATERPROOFING		GMP/Permit Set
72100	THERMAL INSULATION		GMP/Permit Set
72726	FLUID-APPLIED MEMBRANE AIR BARRIERS		GMP/Permit Set
74113.16	STANDING-SEAM METAL ROOF PANELS		GMP/Permit Set
74646	FIBER-CEMENT SIDING		GMP/Permit Set
76200	SHEET METAL FLASHING AND TRIM		GMP/Permit Set
77253	SNOW GUARDS		GMP/Permit Set
79200	JOINT SEALANTS		GMP/Permit Set
79219	ACOUSTICAL JOINT SEALANTS		GMP/Permit Set
DIVISION 08 - OPENINGS			
81113	HOLLOW METAL DOORS AND FRAMES		GMP/Permit Set
81416	FLUSH WOOD DOORS		GMP/Permit Set
83113	ACCESS DOORS AND FRAMES		GMP/Permit Set
83513	FOLDING DOORS		GMP/Permit Set
83613	SECTIONAL DOORS		GMP/Permit Set
84113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS		GMP/Permit Set
85413	FIBERGLASS WINDOWS		GMP/Permit Set
87100	DOOR HARDWARE		GMP/Permit Set
88000	GLAZING		GMP/Permit Set
DIVISION 09 - FINISHES			
92116.23	GYPSUM BOARD SHAFT WALL ASSEMBLIES		GMP/Permit Set
92216	NON-STRUCTURAL METAL FRAMING		GMP/Permit Set
92900	GYPSUM BOARD		GMP/Permit Set
93013	CERAMIC TILING		GMP/Permit Set
95123	ACOUSTICAL TILE CEILINGS		GMP/Permit Set
96513	RESILIENT BASE AND ACCESSORIES		GMP/Permit Set
96723	RESINOUS FLOORING		GMP/Permit Set
96813	TILE CARPETING		GMP/Permit Set
99113	EXTERIOR PAINTING		GMP/Permit Set
99123	INTERIOR PAINTING		GMP/Permit Set
99300	STAINING AND TRANSPARENT FINISHING		GMP/Permit Set
DIVISION 10 - SPECIALTIES			
101419	DIMENSIONAL LETTER SIGNAGE		GMP/Permit Set
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES		GMP/Permit Set
104413	FIRE PROTECTION CABINETS		GMP/Permit Set
104416	FIRE EXTINGUISHERS		GMP/Permit Set
105113	METAL LOCKERS		GMP/Permit Set
DIVISION 11 - EQUIPMENT			
113013	RESIDENTIAL APPLIANCES		GMP/Permit Set
DIVISION 12 - FURNISHINGS			
122413	ROLLER WINDOW SHADES		GMP/Permit Set
123661.16	SOLID SURFACING COUNTERTOPS		GMP/Permit Set
123661.19	QUARTZ AGGLOMERATE COUNTERTOPS		GMP/Permit Set
DIVISION 14 - CONVEYING EQUIPMENT			
142123.16	MACHINE ROOM-LESS ELECTRIC TRACTION PASSENGER ELEVATORS		GMP/Permit Set
149313	FIREHOUSE SLIDE POLES		GMP/Permit Set
DIVISION 21 - FIRE SUPPRESSION			
211000	AUTOMATIC SPRINKLER SYSTEMS		GMP/Permit Set
DIVISION 22 - PLUMBING			
220513	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT		GMP/Permit Set
220517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING		GMP/Permit Set
220518	ESCUTCHEONS FOR PLUMBING PIPING		GMP/Permit Set
220519	METERS AND GAGES FOR PLUMBING PIPING		GMP/Permit Set
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING		GMP/Permit Set
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT		GMP/Permit Set
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT		GMP/Permit Set
220719	PLUMBING PIPING INSULATION		GMP/Permit Set
221114	FACILITY NATURAL-GAS PIPING		GMP/Permit Set
221116	DOMESTIC WATER PIPING		GMP/Permit Set
221119	DOMESTIC WATER PIPING SPECIALTIES		GMP/Permit Set
221123	DOMESTIC WATER PUMPS		GMP/Permit Set
221316	SANITARY WASTE AND VENT PIPING		GMP/Permit Set
221319	SANITARY WASTE PIPING SPECIALTIES		GMP/Permit Set
221323	SANITARY WASTE INTERCEPTORS		GMP/Permit Set
221513	GENERAL-SERVICE COMPRESSED-AIR PIPING		GMP/Permit Set
223400	FUEL-FIRED, DOMESTIC-WATER HEATERS		GMP/Permit Set
224000	PLUMBING FIXTURES		GMP/Permit Set
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)			
230503	MECHANICAL COORDINATION		GMP/Permit Set
230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT		GMP/Permit Set
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT		GMP/Permit Set
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC		GMP/Permit Set
230713	DUCT INSULATION		GMP/Permit Set
230719	HVAC PIPING INSULATION		GMP/Permit Set
233113	METAL DUCTS		GMP/Permit Set
233300	AIR DUCT ACCESSORIES		GMP/Permit Set
233346	FLEXIBLE DUCTS		GMP/Permit Set
233423	HVAC POWER VENTILATORS		GMP/Permit Set
233713	AIR DIFFUSERS, REGISTERS AND GRILLES		GMP/Permit Set
235523.13	LOW-INTENSITY, GAS-FIRED, RADIANT HEATERS		GMP/Permit Set
238000	OUTDOOR AIR PROCESSING SYSTEMS		GMP/Permit Set
238126	SPLIT-SYSTEM AIR-CONDITIONERS		GMP/Permit Set
238239.19	WALL AND CEILING UNIT HEATERS		GMP/Permit Set
238416.16	INDOOR, MECHANICAL DEHUMIDIFICATION UNITS		GMP/Permit Set

EXHIBIT D - CONTRACT DOCUMENT LIST			
Document Number	Title	Date	Most Recent Update
DIVISION 26 - ELECTRICAL			
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES		GMP/Permit Set
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS		GMP/Permit Set
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS		GMP/Permit Set
260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS		GMP/Permit Set
260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS		GMP/Permit Set
260544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING		GMP/Permit Set
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS		GMP/Permit Set
26057319	ARC-FLASH HAZARD ANALYSIS		GMP/Permit Set
260923	LIGHTING CONTROL DEVICES		GMP/Permit Set
26094323	RELAY-BASED LIGHTING CONTROLS		GMP/Permit Set
262416	PANELBOARDS		GMP/Permit Set
262726	WIRING DEVICES		GMP/Permit Set
262813	FUSES		GMP/Permit Set
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS		GMP/Permit Set
263213.13	DIESEL EMERGENCY ENGINE GENERATORS		GMP/Permit Set
263600	TRANSFER SWITCHES		GMP/Permit Set
264113	LIGHTNING PROTECTION FOR STRUCTURES		GMP/Permit Set
264313	SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS		GMP/Permit Set
265119	LED INTERIOR LIGHTING		GMP/Permit Set
265213	EMERGENCY AND EXIT LIGHTING		GMP/Permit Set
265613	LIGHTING POLES AND STANDARDS		GMP/Permit Set
265619	LED EXTERIOR LIGHTING		GMP/Permit Set
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY			
283111	DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEMS		GMP/Permit Set
DIVISION 31 - EARTHWORK			
311000	SITE CLEARING		GMP/Permit Set
312000	EARTH MOVING		GMP/Permit Set
DIVISION 32 - EXTERIOR IMPROVEMENTS			
321216	ASPHALT PAVING		GMP/Permit Set
321313	CONCRETE PAVING		GMP/Permit Set
321373	CONCRETE PAVING JOINT SEALANT		GMP/Permit Set
321723	PAVEMENT MARKINGS		GMP/Permit Set
323223	SEGMENTAL RETAINING WALLS		GMP/Permit Set
329119	LANDSCAPE GRADING		GMP/Permit Set
329200	TURF AND GRASSES		GMP/Permit Set
329201	NATIVE SEED & SOD		GMP/Permit Set
329300	PLANTS		GMP/Permit Set
DIVISION 33 - UTILITIES			
331100	WATER UTILITY DISTRIBUTION PIPING		GMP/Permit Set
333100	SANITARY UTILITY SEWERAGE PIPING		GMP/Permit Set
334100	STORM UTILITY DRAINAGE PIPING		GMP/Permit Set
334100	STORM UTILITY DRAINAGE PIPING		GMP/Permit Set
334600	SUBDRAINAGE		GMP/Permit Set
334613	FOUNDATION DRAINAGE		GMP/Permit Set
END OF DOCUMENT LIST			

Olathe Fire Station #8
Guaranteed Maximum Price
June, 2nd 2020



EXHIBIT E - ALLOWANCES		
No.	Description of Allowance	Amount
1		\$5,000
2	Structural Steel Overtime to Maintain Schedule	\$10,000
3	Masonry & Manufactured Stone Winter Weather To Maintain Schedule	\$49,000
4	Temporary Roofing Enclosures and Permanent Membrane Expediting To Not Damage Interior Finishes	\$5,500
5	Security - Card Access Allowance	\$25,000
6	Spray Applied Fireproofing Patching	\$2,000
7	Plumbing - Supply and Install of Unsized Bay Compressor	\$2,500
8	HVAC - Supply and install of Wolf Hood	\$7,500
9	HVAC- Install of SCBA and Extractor Equipment	\$7,400
10	6" Fire protection Tap Fee	\$4,707
11	General Requirements - Temporary Water & Temporary Electrical Usage Fees During Construction	\$12,500
12	Building Automation System (BAS) Tie in Allowance	\$5,000

Total Allowance Items Included in the GMP: \$ **136,107**

Turner

Turner Construction
1220 Washington St., Ste. 100
Kansas City, MO 64105
816-283-0555
turnerconstruction.com



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with Crossland Construction, Inc. for construction of the Fire Training Center Improvements Project, PN 6-C-004-13.

ITEM DESCRIPTION:

Consideration of Architect's Estimate, acceptance of bids, and award of contract to Crossland Construction, Inc. for construction of the Fire Training Center Improvements Project, PN 6-C-004-13.

SUMMARY:

On May 14, 2020, eleven (11) bids were received and opened for the above referenced project. The bids ranged from \$1,941,900 to \$2,469,800 with the Architect's Estimate at \$2,775,111. Crossland Construction, Inc. submitted the low and responsible bid in the amount of \$1,941,900, inclusive of two required allowances and three alternates. The following is a summary of the bids received:

	Base Bid	Allowances (2)	Alternates (3)	Total
Crossland Construction	\$1,772,000	\$63,500	\$106,400	\$1,941,900
Haren Companies	\$1,835,817	\$60,100	\$85,116	\$1,981,033
Excel Constructors	\$1,848,000	\$100,000	\$104,100	\$2,052,100
Trinium	\$1,875,000	\$90,000	\$89,000	\$2,054,000
B. Dean Construction	\$1,905,400	\$70,600	\$111,200	\$2,087,200
Combes Construction	\$2,012,000	\$49,500	\$100,000	\$2,161,500
Rothwell Construction	\$2,038,445	\$66,500	\$99,411	\$2,204,356
Infinity Group	\$2,179,478	\$70,000	\$79,503	\$2,328,981
Harmon Construction	\$2,200,000	\$39,000	\$99,000	\$2,338,000
National CB	\$2,180,773	\$90,200	\$88,780	\$2,359,753
D.F. Osborne Construction	\$2,287,500	\$55,000	\$127,300	\$2,469,800
Architect's Estimate	\$2,584,573	\$45,538	\$145,000	\$2,775,111

This project is for the planning, design, and construction of a Fire Training Center on City-owned land approximately ½ mile north of Olathe West High School (home to the district's Public Safety Academy). The property is bounded by City-owned land to the north, east and south, and by residential to the west. The scope will include a training "burn" tower; a small building to house restrooms, storage, office space, plus a covered outdoor classroom space; significant site improvements; and space for future small fire training "props".

This contract with Crossland Construction, Inc. will construct the site improvements and the small building housing the restrooms, storage, and office space plus the covered outdoor classroom space. On December 3, 2019, City Council approved the contract for the design, fabrication, and installation

MEETING DATE: 6/16/2020

of the Fire Training Tower component of the project.

Three scopes of work were bid as alternates and are proposed to be included in the contract. The alternates include full site lighting, motor-operated vehicle gates and a monument sign along Hedge Lane.

Construction is tentatively scheduled to begin in early July 2020 with completion by the end of the year. It is anticipated that the Fire Training Tower component of the project will be completed in Spring 2021.

FINANCIAL IMPACT:

Funding for the Fire Training Center Improvements Project includes:

CIP Funds	\$1,000,000
<u>GO Bonds</u>	<u>\$3,000,000</u>
Total	\$4,000,000

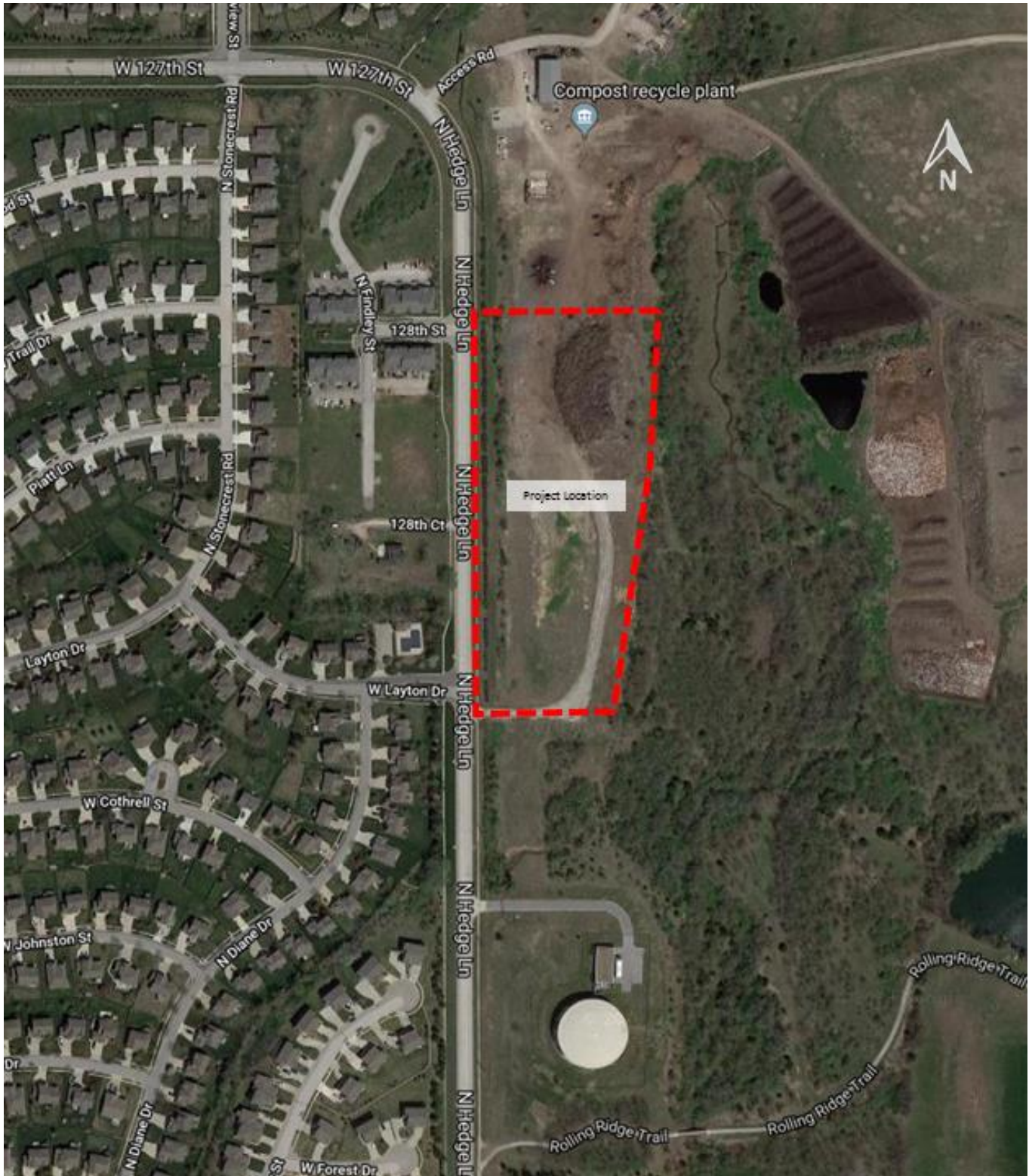
ACTION NEEDED:

Approval of Architect's Estimate, acceptance of bids, and award of contract to Crossland Construction, Inc. for construction of the Fire Training Center Improvements Project, PN 6-C-004-13.

ATTACHMENT(S):

- A. Project Location Map
- B. Project Fact Sheet
- C. Architect's Estimate and Affidavit of Estimate
- D. Agreement

**FIRE TRAINING CENTER IMPROVEMENTS PROJECT
PN 6-C-004-13
PROJECT LOCATION MAP**





**Project Fact Sheet
Fire Training Center
PN 6-C-004-13
June 16, 2020**

Project Manager: Beth Wright / Chad Foster

Description: This project is for the design and construction of the Fire Training Center.

Justification: This project will provide an appropriate facility that accommodates a broad range of all-hazards training opportunities and which can simulate a variety of conditions that are regularly faced by firefighters.

Schedule:	Item	Date
	Bid Award	6/16/2020
	Construction Completion	End of 2020 - Estimate

Council Actions:	Date	Amount
Approved in CIP	2019-2023	\$4,000,000
Report	12/4/2018	N/A
Authorization	12/18/2018	\$4,000,000
Design Contract	1/22/2019	\$162,700
Design Presentation	6/18/2019	N/A
WHP Tower Contract	12/3/2019	\$1,031,119.07
Construction Bid Award	6/16/2020	\$1,941,900

Funding Sources:	Amount	CIP Year
CIP Funds	\$1,000,000	2013 & 2014
General Obligation Bonds	\$3,000,000	2021

Expenditures:	Budget	Amount to Date
Staff Costs	\$ 85,000	\$ 35,600
Planning and Design Services	\$ 170,000	\$ 137,570
Construction	\$ 1,941,900	\$ 0
Inspection/Testing	\$ 30,000	\$ 5,598
FF&E/IT/Miscellaneous & Contingency	\$ 1,773,100	\$ 68,802
Total	\$ 4,000,000	\$247,570

AFFIDAVIT OF ESTIMATE OF COST

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Elizabeth Wright, P.E., of lawful age, being first duly sworn upon her oath,
states:

1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for the Fire Training Center project, PN 6-C-004-13 is attached and I am providing the estimate of the cost under oath (Exhibit A).

**Elizabeth
Wright**

Digitally signed by
Elizabeth Wright
Date: 2020.06.03 17:53:28
-05'00'

Elizabeth Wright

Subscribed in my presence and sworn under oath before me this 5th
day of May, 2020.



Linda M. Wollschlager
Notary Public

My Appointment Expires

January 3, 2023

Olathe Fire Academy - Architect's Estimate

ITEM		UNITS	APPROX.	UNIT PRICE		AMOUNT
			QUANTITY	DOLLARS	CENTS	DOLLARS
1	Olathe Fire Academy Project	L.S.	1			\$2,584,573.00
3	Bulk Rock Excavation & placement of satisfactory materials (allowance)	C.Y.	100			\$9,107.00
4	Rock excavation in footings, trenches & placement of satisfactory materials (allowance)	C.Y.	400			\$36,431.00
TOTAL BASE BID:						\$2,630,111.00

Add Bid Alternates:

ITEM		UNITS	APPROX.	UNIT PRICE		AMOUNT
			QUANTITY	DOLLARS	CENTS	DOLLARS
1	Automatic Vehicular Gates	L.S.	1			\$40,000.00
2	Additional Site Lighting	L.S.	1			\$90,000.00
3	Monument Sign	L.S.	1			\$15,000.00

Ellen Foster



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Olathe, Kansas
100 E. Santa Fe
P.O.Box 768
Olathe, KS 66051-0768
913-971-8600

and the Contractor:
(Name, legal status, address and other information)

Crossland Construction Company, Inc.
833 S. East Avenue
Columbus, KS 66275

for the following Project:
(Name, location and detailed description)

Olathe Fire Academy (PN 6-C-004-13)
1100 N Hedge Lane
Olathe, KS 66061

The Architect:
(Name, legal status, address and other information)

Finkle Williams Inc.
7007 College Blvd. Suite 415
Overland Park, KS 66211
913-498-1550

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A — INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than One Hundred Seventy (170) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
<u>Training Tower Foundations</u>	<u>60 calendar days from the date of commencement of the Work</u>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Forty One Thousand Nine Hundred (\$ 1,941,900), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>Automatic Vehicular Gates</u>	<u>\$37,800.00</u>
<u>Additional Site Lighting</u>	<u>\$57,400.00</u>
<u>Monument Sign</u>	<u>\$11,200</u>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
<u>Owner Allowance</u>	<u>\$50,000.00</u>
<u>Bulk Rock Excavation & placement of satisfactory materials</u>	<u>\$7,500.00</u>
<u>Rock excavation in footings, trenches & placement of satisfactory materials</u>	<u>\$56,000.00</u>

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Bulk rock excavation & placement of satisfactory materials</u>	<u>Cubic Yard</u>	<u>\$75.00</u>
<u>Rock excavation in footings, trenches & placement of satisfactory materials</u>	<u>Cubic Yard</u>	<u>\$140.00</u>
<u>24" diameter piers (beyond depth on dwgs)</u>	<u>Linear Foot</u>	<u>\$175.00</u>

Init.

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User Notes:

(1903849284)

Evergy & Fiber conduit
Suitable Fill Under Pavement & Slabs

Linear Foot
Cubic Yard

\$12.10
\$38.61

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.2 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved by the date specified in Paragraph 3.3 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- .1 Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
- .2 Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250.00 for each day that expires after such time until the Work is completed and ready for final payment.
- .3 Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect and Owner not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect and Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner and Architect may require. This schedule of ~~values~~ values, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document ~~A201™-2017~~, A201™-2007, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201-2017~~; A201-2007;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201-2017~~; A201-2007; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10.00%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Upon achieving Substantial Completion, retainage will be reduced to Five Percent (5.00%).

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document ~~A201-2017~~; A201-2007.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document ~~A201-2017~~, A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

~~%—One and one-half percent (1.50%) (or the maximum allowable by law, whichever is lower) of the past due amount per month (18% annual interest rate) from the invoice date.~~

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201-2017~~, A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document ~~A201-2017~~, A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201-2017~~, A201-2007.

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§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, ~~A201-2007~~, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2017~~ A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A201-2017~~ A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Chad Foster, AIA
City of Olathe, Kansas
1385 S. Robinson Drive
Olathe, KS 66061
913-971-9107
ccfoster@olatheks.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Todd Ketterman
Crossland Construction, Inc
3252 Roankoke Road
Kansas City, MO 64111
620-674-2391
tketterman@crossland.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~ Article 11 of AIA Document A201-2007.

.1 Insurance

The Contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the types and meeting the or exceeding the minimum coverage amounts identified in **Exhibit 1**, City of Olathe, Kansas Insurance Requirements for Contractors.

§ 8.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.~~ Article 11 of AIA Document A201-2007.

.1 Bonds

The Construction Manager shall furnish a Performance and Maintenance Bond (form as provided in **Exhibit 2**) and a Statutory Bond (form as provided in **Exhibit 3**) covering faithful performance of the Contract and payment of obligations arising thereunder as per the requirements stated in the General Conditions. The cost of such Bonds shall be included in the Cost of the Work. The amount of each bond shall be equal to One-Hundred percent (100%) of the Cost of the Work. The Construction Manager shall deliver the required bonds to the Owner no later than Ten (10) days after the Owner's approval of the Agreement. In no case shall

the Contractor commence Work at the project site until such time as the bonds have been received and approved by the Owner.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, A201–2007, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

.1 Licensing Requirements

The Contractor must be authorized to do business in the State of Kansas. If the Contractor is a corporation organized outside the State of Kansas it shall review its authorization with the State of Kansas and if necessary, file the required documentation with the State of Kansas in order to receive authorization to do business in the State of Kansas. The Contractor, if organized outside the State of Kansas, must furnish evidence to the Owner of their authority to do business in the State of Kansas. Such evidence must be furnished to the Owner prior to any Contract award.

The Contractor and all Subcontractors performing construction work on this project shall meet all licensing requirements of the City of Olathe for the work which they intend to perform.

.2 Appointment of Process Agent

The Contractor, if not a resident of Johnson County, Kansas, shall appointment a Process Agent being a resident of Johnson County, Kansas. The Contractor shall submit with the bid the Appoint of Process Agent form as provide in **Exhibit 4**. This Process Agent form will be filed by the Owner with the Clerk of District Court of Johnson County, Kansas, as provided by law.

.3 Non-Collusive Affidavit

The Contractor shall submit with the bid the Non-Collusive Affidavit as provided in **Exhibit 5**.

.4 Tax Exemption

All applicable taxes, sales, consumer, use and other similar taxes, imposed by any taxing authority, on materials, equipment or supplies to be incorporated in the work shall be tax exempt.

The Contractor shall be required to furnish taxing authorities any necessary information or reports pertaining thereto, as required.

Pursuant to KSA 79-3606, both services and materials for this project are exempt from the Kansas Retailers' Sales Tax and the Kansas Compensating Tax. Within fifteen (15) days after the date of Contract approval, Owner will provide a Kansas Sales tax exemption certificate number to the Contractor. The Contractor and each Subcontractor or repairman must furnish the exemption certificate number to each supplier on Kansas Sales Tax Division Form STD 74. The exemption certificate number shall be placed on all invoices for material to be incorporated in the work. All invoices shall be held by Contractor for 5 years, and shall be subject to audit by the Director of Taxation. Upon completion of the work, Contractor shall file with the Owner on a form provided by the Director of Taxation, a sworn statement that all purchases made under the exemption certificate were entitled to be exempt from the Kansas Retailers' Sales Tax and the Kansas Compensating Tax. Contractor shall assume full responsibility for proper use of the exemption certificate number and shall pay all legally assessed penalties for improper use of the certificate number.

.5 Affirmative Action / Other Laws

During the performance of this Agreement, the Contractor agrees that:

a. Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A.

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44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

- b. in all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
- c. if the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City without penalty;
- d. if the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, the Contractor shall 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. the Contractor shall 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.

The provisions of this section shall not apply to a contract entered into by the City with Contractor if:

- a. Contractor employs fewer than four employees during the term of such contract; or
- b. Contractor's contract with the City total \$10,000 or less in aggregate.

The Contractor further agrees and acknowledges that it shall 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. 1201 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.

.6 No Third Party Beneficiaries

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

.7 Independent Contractor

The Contractor is an independent contractor and as such is not an agent or employee of the City of Olathe, Kansas.

.8 Covenant Against Contingent Fees

Contractor warrants that he/she 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 he/she 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 warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

.9 Compliance with Laws

Contractor shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Work or the Project at the time Services are rendered, including but not limited to The Kansas Fairness in Public Construction Contract Act, K.S.A. 16-1901 et seq. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

.10 Titles, Subheads, and Capitalization

Title and subheadings as used herein are provided only as a matter of convenience and shall 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 shall have no legal bearing on the interpretation of such terms.

.11 Severability Clause

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

.12 Contractor's Warranty Period

All WORK completed by the Contractor under the terms of this Agreement shall be warranted by the Contractor for a period of one (1) year unless otherwise specifically stated in the Contract Documents to be warranted for a longer period of time, including any extended warranty or special warranty period if specified in the Contract Documents. The commencement of the warranty period is the date of Substantial Completion unless specifically stated otherwise.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1** AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2** ~~AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~
- .3** AIA Document A201™-2017, A201™-2007, General Conditions of the Contract for Construction
- .4** AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
<u>A0.00</u>	<u>Cover Sheet</u>	
<u>C0.01</u>	<u>Overall Site Plan</u>	<u>4/17/2020</u>
<u>C1.01</u>	<u>Site Erosion Control Ph1</u>	<u>Addendum 3</u>
<u>C1.02</u>	<u>Site Erosion Control Ph2</u>	<u>Addendum 3</u>
<u>C1.03</u>	<u>Site Erosion Control Ph3</u>	<u>Addendum 3</u>
<u>C1.04</u>	<u>Site Erosion Control Ph4</u>	<u>Addendum 3</u>
<u>C1.10</u>	<u>Erosion Control Details</u>	<u>Addendum 3</u>
<u>C2.01</u>	<u>Site Demolition Plan</u>	<u>Addendum 3</u>
<u>C3.01</u>	<u>Site Dimension Plan</u>	<u>Addendum 3</u>
<u>C4.01</u>	<u>Site Grading Plan</u>	<u>4/17/2020</u>
<u>C4.11</u>	<u>Enlarged Grading Plan 1</u>	<u>Addendum 2</u>
<u>C4.12</u>	<u>Enlarged Grading Plan 2</u>	<u>4/17/2020</u>
<u>C4.13</u>	<u>Enlarged Grading Plan 3</u>	<u>4/17/2020</u>
<u>C4.14</u>	<u>Enlarged Grading Plan 4</u>	<u>4/17/2020</u>
<u>C5.01</u>	<u>Site Utility Plan</u>	<u>Addendum 3</u>
<u>C5.11</u>	<u>Site Utility Profiles</u>	<u>4/17/2020</u>
<u>C6.01</u>	<u>Site Detail 1</u>	<u>4/17/2020</u>
<u>C6.02</u>	<u>Site Detail 2</u>	<u>4/17/2020</u>
<u>C6.03</u>	<u>Site Detail 3</u>	<u>4/17/2020</u>
<u>C6.04</u>	<u>Site Detail 4</u>	<u>4/17/2020</u>
<u>C7.00</u>	<u>Public Water Main Cover</u>	<u>4/17/2020</u>
<u>C7.01</u>	<u>Public Water Main Plan 1</u>	<u>4/17/2020</u>
<u>C7.02</u>	<u>Public Water Main Plan 2</u>	<u>4/17/2020</u>
<u>C7.03</u>	<u>Public Water Main Det 1</u>	<u>4/17/2020</u>
<u>C7.04</u>	<u>Public Water Main Det 2</u>	<u>4/17/2020</u>
<u>SUR</u>	<u>Survey</u>	
<u>L-140</u>	<u>Planting Plan</u>	<u>Addendum 3</u>
<u>L-170</u>	<u>Irrigation Plan</u>	<u>4/17/2020</u>
<u>L-500</u>	<u>Planting Details</u>	<u>4/17/2020</u>
<u>A0.01</u>	<u>Legends & Notes</u>	<u>Addendum 3</u>

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<u>A0.10</u>	<u>Arch Site Plan & Details</u>	<u>4/17/2020</u>
<u>A1.01</u>	<u>Floor Plan & Int Elev</u>	<u>4/17/2020</u>
<u>A3.01</u>	<u>Roof Plan & Details</u>	<u>4/17/2020</u>
<u>A4.01</u>	<u>Exterior Elevations</u>	<u>4/17/2020</u>
<u>A5.01</u>	<u>Wall Sections</u>	<u>4/17/2020</u>
<u>A5.02</u>	<u>Wall Sections & Details</u>	<u>4/17/2020</u>
<u>A7.01</u>	<u>Details</u>	<u>4/17/2020</u>
<u>A8.01</u>	<u>Schedules & Details</u>	<u>4/17/2020</u>
<u>A9.01</u>	<u>Reflected Ceiling Plan</u>	<u>4/17/2020</u>
<u>S0.01</u>	<u>General Notes</u>	<u>4/17/2020</u>
<u>S0.02</u>	<u>CMU Details</u>	<u>4/17/2020</u>
<u>S1.01</u>	<u>Plans</u>	<u>4/17/2020</u>
<u>S2.01</u>	<u>Foundation Sections</u>	<u>Addendum 3</u>
<u>S3.01</u>	<u>Framing Sections</u>	<u>4/17/2020</u>
<u>S3.02</u>	<u>Framing Sections</u>	<u>4/17/2020</u>
<u>S4.00</u>	<u>Tower Foundation Plan</u>	<u>Addendum 3</u>
<u>M1.01</u>	<u>Mechanical Plan</u>	<u>4/17/2020</u>
<u>M2.01</u>	<u>General Notes & Sym</u>	<u>4/17/2020</u>
<u>P1.01</u>	<u>Plumbing Plan</u>	<u>4/17/2020</u>
<u>P2.01</u>	<u>General Notes & Sym</u>	<u>4/17/2020</u>
<u>E0.01</u>	<u>Electrical Site – Base Bid</u>	<u>4/17/2020</u>
<u>E0.01A</u>	<u>Electrical Site – Alternate</u>	<u>4/17/2020</u>
<u>E1.01</u>	<u>Electrical Plan</u>	<u>4/17/2020</u>
<u>E2.01</u>	<u>Electrical Details</u>	<u>4/17/2020</u>
<u>E3.01</u>	<u>Electrical Schedules</u>	<u>4/17/2020</u>
<u>E3.02</u>	<u>Electrical Schedules/Note</u>	<u>4/17/2020Oh</u>

.6 Specifications

Section	Title	Date	Pages
<u>000103</u>	<u>Design Team</u>	<u>4/17/2020</u>	
<u>000107</u>	<u>Seals Pages</u>	<u>4/17/2020</u>	
<u>001010</u>	<u>Table of Contents</u>	<u>4/17/2020</u>	
<u>004322</u>	<u>Unit Prices</u>	<u>Addendum 3</u>	
<u>011000</u>	<u>Summary</u>	<u>4/17/2020</u>	
<u>012300</u>	<u>Alternates</u>	<u>4/17/2020</u>	
<u>012500</u>	<u>Substitution Procedures</u>	<u>4/17/2020</u>	
<u>013300</u>	<u>Submittal Procedures</u>	<u>4/17/2020</u>	
<u>014000</u>	<u>Quality Requirements</u>	<u>Addendum 3</u>	
<u>015000</u>	<u>Temporary Facilities</u>	<u>Addendum 3</u>	
<u>015713A</u>	<u>Temporary Erosion Ctrl</u>	<u>4/17/2020</u>	
<u>015713B</u>	<u>SWPPP</u>	<u>4/17/2020</u>	
<u>016000</u>	<u>Product Requirements</u>	<u>4/17/2020</u>	
<u>017823</u>	<u>Operation & Maintenance</u>	<u>4/17/2020</u>	
<u>017839</u>	<u>Record Documents</u>	<u>4/17/2020</u>	
<u>017900</u>	<u>Demonstration & Train</u>	<u>4/17/2020</u>	
<u>032000</u>	<u>Concrete Reinforcing</u>	<u>4/17/2020</u>	
<u>033000</u>	<u>Cast in Place Concrete</u>	<u>4/17/2020</u>	
<u>042000</u>	<u>Unit Masonry</u>	<u>4/17/2020</u>	
<u>042200</u>	<u>Concrete Unit Masonry</u>	<u>4/17/2020</u>	
<u>051200</u>	<u>Structural Steel Framing</u>	<u>4/17/2020</u>	
<u>052100</u>	<u>Steel Joist Framing</u>	<u>4/17/2020</u>	
<u>053100</u>	<u>Steel Decking</u>	<u>4/17/2020</u>	
<u>061000</u>	<u>Rough Carpentry</u>	<u>4/17/2020</u>	
<u>064116</u>	<u>PLAM Cabinets</u>	<u>4/17/2020</u>	
<u>072100</u>	<u>Thermal Insulation</u>	<u>4/17/2020</u>	
<u>072726</u>	<u>Fluid-Applied Air Barrier</u>	<u>Addendum 2</u>	

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<u>74113.16</u>	<u>Standing Seam Mtl Roof</u>	<u>Addendum 3</u>
<u>074293</u>	<u>Soffit Panels</u>	<u>4/17/2020</u>
<u>074646</u>	<u>Fiber Cement Siding</u>	<u>4/17/2020</u>
<u>076200</u>	<u>Sheet Metal Flashing</u>	<u>4/17/2020</u>
<u>077253</u>	<u>Snow Guards</u>	<u>4/17/2020</u>
<u>079200</u>	<u>Joint Sealants</u>	<u>4/17/2020</u>
<u>081113</u>	<u>Hollow Metal Doors/Frm</u>	<u>4/17/2020</u>
<u>083613</u>	<u>Sectional Doors</u>	<u>4/17/2020</u>
<u>084113</u>	<u>Aluminum Entrances</u>	<u>Addendum 2</u>
<u>087100</u>	<u>Door Hardware</u>	<u>Addendum 3</u>
<u>088000</u>	<u>Glazing</u>	<u>4/17/2020</u>
<u>095123</u>	<u>Acoustical Tile Ceilings</u>	<u>Addendum 2</u>
<u>096513</u>	<u>Resilient Base</u>	<u>4/17/2020</u>
<u>099113</u>	<u>Exterior Painting</u>	<u>4/17/2020</u>
<u>099123</u>	<u>Interior Painting</u>	<u>4/17/2020</u>
<u>102800</u>	<u>Toilet Accessories</u>	<u>4/17/2020</u>
<u>104416</u>	<u>Fire Extinguishers</u>	<u>4/17/2020</u>
<u>122413</u>	<u>Roller Window Shades</u>	<u>4/17/2020</u>
<u>123632.13</u>	<u>PLAM Countertops</u>	<u>4/17/2020</u>
<u>123661.16</u>	<u>Solid Surface Countertop</u>	<u>4/17/2020</u>
<u>220517</u>	<u>Plumb Sleeves & Seals</u>	<u>4/17/2020</u>
<u>220518</u>	<u>Plumb Escutcheouns</u>	<u>4/17/2020</u>
<u>220523</u>	<u>General Duty Valves</u>	<u>4/17/2020</u>
<u>220529</u>	<u>Hangers & Supports</u>	<u>4/17/2020</u>
<u>220553</u>	<u>Plumb Identification</u>	<u>4/17/2020</u>
<u>220719</u>	<u>Piping Insulation</u>	<u>4/17/2020</u>
<u>221116</u>	<u>Domestic Water Piping</u>	<u>4/17/2020</u>
<u>221119</u>	<u>Domestic Specialties</u>	<u>4/17/2020</u>
<u>221316</u>	<u>Sanitary Waste/Vent</u>	<u>4/17/2020</u>
<u>221319</u>	<u>Sanitary Specialties</u>	<u>4/17/2020</u>
<u>223300</u>	<u>Electric Water Heaters</u>	<u>4/17/2020</u>
<u>224000</u>	<u>Plumbing Fixtures</u>	<u>4/17/2020</u>
<u>230503</u>	<u>Mechanical Coordination</u>	<u>4/17/2020</u>
<u>230513</u>	<u>Motors for HVAC</u>	<u>4/17/2020</u>
<u>230553</u>	<u>HVAC Identification</u>	<u>4/17/2020</u>
<u>230719</u>	<u>HVAC Piping Insulation</u>	<u>4/17/2020</u>
<u>232300</u>	<u>Refrigerant Piping</u>	<u>4/17/2020</u>
<u>233113</u>	<u>Metal Ducts</u>	<u>4/17/2020</u>
<u>238000</u>	<u>VRV Systems</u>	<u>4/17/2020</u>
<u>238239.16</u>	<u>Propeller Unit Heaters</u>	<u>4/17/2020</u>
<u>238239.19</u>	<u>Wall/Ceiling Unit Heat</u>	<u>4/17/2020</u>
<u>260518</u>	<u>LV Conductors & Cables</u>	<u>4/17/2020</u>
<u>260526</u>	<u>Grounding & Bonding</u>	<u>4/17/2020</u>
<u>260529</u>	<u>Hangers & Supports</u>	<u>4/17/2020</u>
<u>260533</u>	<u>Raceways & Boxes</u>	<u>4/17/2020</u>
<u>260543</u>	<u>Underground Ducts</u>	<u>4/17/2020</u>
<u>260544</u>	<u>Sleeves & Seals</u>	<u>4/17/2020</u>
<u>260553</u>	<u>Identification for Elec</u>	<u>4/17/2020</u>
<u>260573.19</u>	<u>Arc-Flash Hazard</u>	<u>4/17/2020</u>
<u>260923</u>	<u>Lighting Control Devices</u>	<u>4/17/2020</u>
<u>260943.23</u>	<u>Relay-Based Light Cntrl</u>	<u>4/17/2020</u>
<u>262416</u>	<u>Panelboards</u>	<u>4/17/2020</u>
<u>262726</u>	<u>Wiring Devices</u>	<u>4/17/2020</u>
<u>262813</u>	<u>Fuses</u>	<u>4/17/2020</u>
<u>262816</u>	<u>Switches & Circuit Brks</u>	<u>4/17/2020</u>
<u>264113</u>	<u>Lightning Protection</u>	<u>4/17/2020</u>
<u>264313</u>	<u>Surge Protection</u>	<u>4/17/2020</u>

<u>265119</u>	<u>LED Interior Lighting</u>	<u>4/17/2020</u>
<u>265213</u>	<u>Emergency Lighting</u>	<u>4/17/2020</u>
<u>265613</u>	<u>Lighting Poles</u>	<u>4/17/2020</u>
<u>265619</u>	<u>LED Exterior Lighting</u>	<u>4/17/2020</u>
<u>311000</u>	<u>Site Clearing</u>	<u>4/17/2020</u>
<u>312000</u>	<u>Earth Moving</u>	<u>Addendum 3</u>
<u>316329</u>	<u>Drilled Concrete Piers</u>	<u>Addendum 3</u>
<u>321216</u>	<u>Asphalt Paving</u>	<u>4/17/2020</u>
<u>321313</u>	<u>Concrete Paving</u>	<u>4/17/2020</u>
<u>321373</u>	<u>Conc. Paving Jt. Sealant</u>	<u>4/17/2020</u>
<u>321723</u>	<u>Pavement Markings</u>	<u>4/17/2020</u>
<u>323113</u>	<u>Chain Link Fencing/Gate</u>	<u>4/17/2020</u>
<u>323113.A</u>	<u>Automatic Gate Operator</u>	<u>Addendum 3</u>
<u>323119</u>	<u>Decorative Metal Fences</u>	<u>Addendum 3</u>
<u>329119</u>	<u>Landscape Grading</u>	<u>4/17/2020</u>
<u>329200</u>	<u>Turf & Grasses</u>	<u>4/17/2020</u>
<u>329223</u>	<u>Sodding</u>	<u>4/17/2020</u>
<u>329300</u>	<u>Plants</u>	<u>4/17/2020</u>
<u>331100</u>	<u>Water Utility Piping</u>	<u>4/17/2020</u>
<u>333100</u>	<u>Sanitary Utility Piping</u>	<u>4/17/2020</u>
<u>334100</u>	<u>Storm Utility Piping</u>	<u>4/17/2020</u>
<u>334600</u>	<u>Subdrainage</u>	<u>4/17/2020</u>
<u>334613</u>	<u>Foundation Drainage</u>	<u>4/17/2020</u>

.7 Addenda, if any:

Number	Date	Pages
<u>Addendum 1</u>	<u>4/29/2020</u>	
<u>Addendum 2</u>	<u>5/04/2020</u>	
<u>Addendum 3</u>	<u>5/12/2020</u>	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017-A201™-2007 provides that the advertisement or invitation to bid,

Init.

Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit 1 – City of Olathe Insurance Requirements

Exhibit 2 – Performance and Maintenance Bond

Exhibit 3 – Statutory Bond

Exhibit 4 – Appointment of Process Agent

Exhibit 5 – Non-Collusive Affidavit

This Agreement entered into as of the day and year first written above.

City of Olathe, Kansas

Contractor

OWNER-(Signature)

CONTRACTOR-(Signature)

(Printed name)

(Printed name)

(Printed name and title)

(Printed name and title)

(Title)

(Title)

ATTEST

(City Clerk/Deputy City Clerk)

APPROVED AS TO FORM

(City Attorney/Deputy City Attorney/
Assistant City Attorney)

Init.

/

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Chad C Foster, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:16:32 ET on 06/08/2020 under Order No. 0467298416 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Contract with Linaweaver Construction, Inc. for construction of the Little Cedar Creek (Park to Elm) Phase II Stormwater Improvements Project, PN 2-C-017-19.

ITEM DESCRIPTION:

Consideration of Engineer's Estimate, acceptance of bids and award of contract to Linaweaver Construction, Inc. for construction of the Little Cedar Creek (Park to Elm) Phase II Stormwater Improvements Project, PN 2-C-017-19.

SUMMARY:

On May 20, 2020, five (5) bids were received and opened for the above referenced project. The bids ranged from \$1,405,252.25 to \$2,177,039.00 with the Engineer's Estimate at \$1,918,504.50. Linaweaver Construction, Inc. submitted the low and responsible bid in the amount of \$1,405,252.25. The following is a tabulation of the bids received:

Linaweaver Construction, Inc.	\$1,405,252.25
Kansas Heavy Construction, LLC	\$1,450,851.10
Infrastructure Solutions, LLC	\$1,624,088.00
Wiedenmann, Inc.	\$1,788,502.00
Engineer's Estimate	\$1,918,504.50
Pyramid Excavation & Construction, Inc.	\$2,177,039.00

This Stormwater Improvements project will include replacing both the Cedar Street and Elm Street culverts with larger, more efficient culverts, channel improvements, demolition of 4 homes, and the reduction of the risk of flooding of 5 other homes.

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

Construction is tentatively scheduled to begin in July 2020 with completion by the end of 2020.

FINANCIAL IMPACT:

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

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

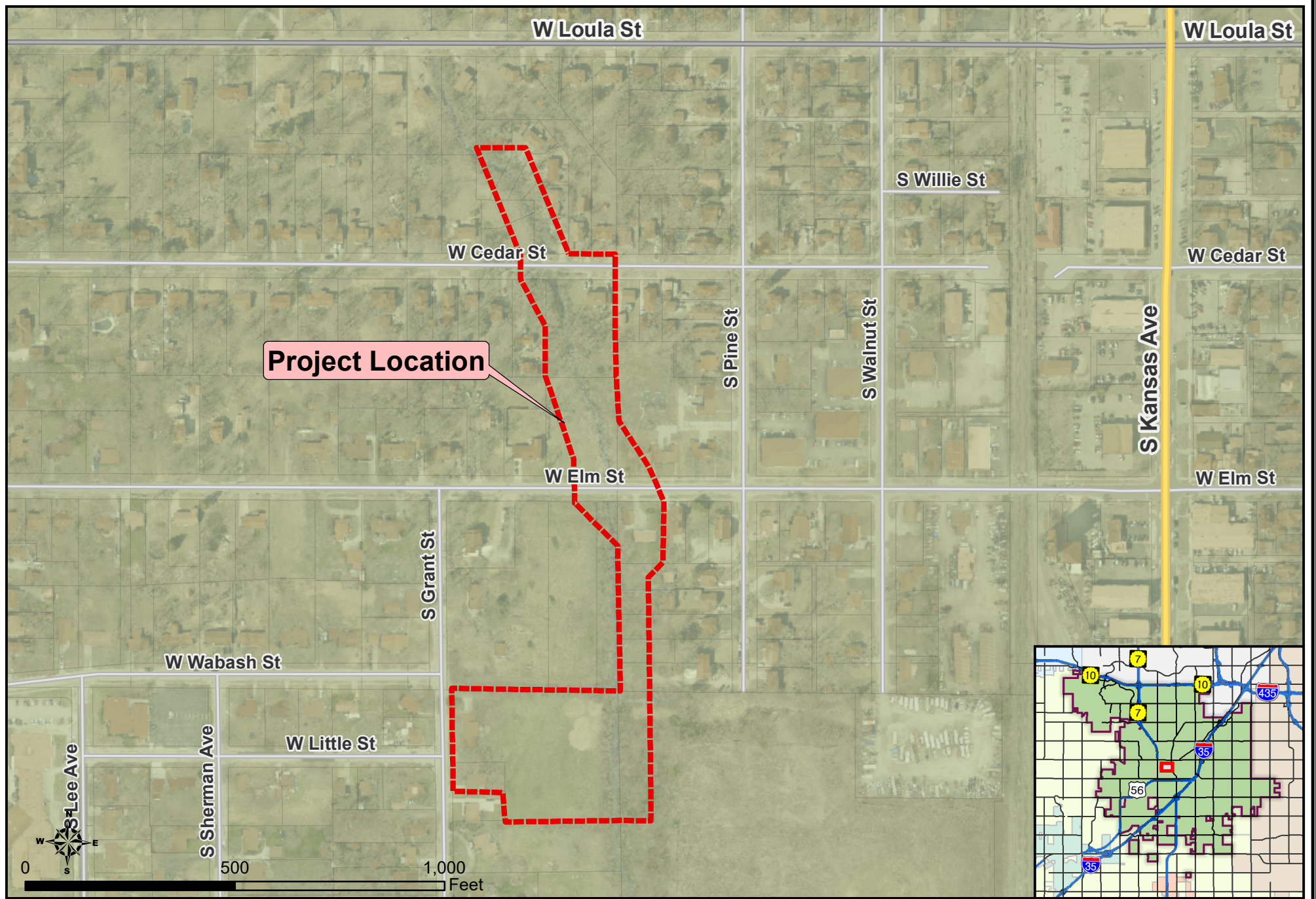
MEETING DATE: 6/16/2020

ACTION NEEDED:

Approval of Engineer's Estimate, acceptance of bids and award of contract to Linaweaver Construction, Inc. for construction of the Little Cedar Creek (Park to Elm) Phase II Stormwater Improvements Project, PN 2-C-017-19.

ATTACHMENT(S):

- A. Project Location Map
- B. Project Fact Sheet
- C. Engineer's Estimate and Affidavit of Estimate
- D. Construction Agreement



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



User: JaredMD
 Date: 05/28/2020





Project Fact Sheet
Little Cedar Creek (Park to Elm) Phase II
Stormwater Improvements Project
2-C-017-19
June 16, 2020

Project Manager: Beth Wright / Scott Ward

Description: This project will remove nine (9) homes from the FEMA regulated floodplain and minimize overtopping of Cedar and Elm Streets through a combination of voluntary home buyouts, culvert replacements, channel improvements and flood benching along the channel corridor.

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

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

Schedule:	Item	Date
Construction:	Bid Award	June 16, 2020
	Completion	December 2020 - Estimate
Council Actions:	Date	Amount
Approved in CIP	2019-2023	\$3,765,000
Real Estate Contracts	1/7/2020	\$907,500
Accept Bid/Award Contract	6/16/2020	\$1,405,252.25
SMAC Agreement		
Funding Sources:	Amount	CIP Year
SMAC Funds	\$2,616,825	2020
Stormwater Funds	\$1,148,175	2020
Expenditures:	Budget	Amount to Date
Land Acquisition	\$1,000,000	\$ 984,035
Utilities	\$ 45,000	\$ 0
Construction	\$2,200,000	\$ 0
Staff Time	\$ 70,000	\$ 54,129
Inspection	\$ 50,000	\$ 0
<u>Contingency</u>	<u>\$ 400,000</u>	<u>\$ 3,140</u>
Total	\$3,765,000	\$1,041,304

AFFIDAVIT OF ESTIMATE OF COST

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Elizabeth Wright, P.E., of lawful age, being first duly sworn upon her oath,
states:

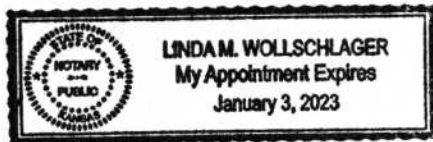
1. I am the City Engineer for the City of Olathe, Kansas.
2. The attached detailed estimate of the cost for the Little Cedar Creek (Park to Elm) Phase 2 project, PN 2-C-017-19 is attached and I am providing the estimate of the cost under oath (Exhibit A).

**Elizabeth
Wright**

Digitally signed by Elizabeth
Wright
Date: 2020.05.28 17:55:20 -05'00'

Elizabeth Wright

Subscribed in my presence and sworn under oath before me this 29th
day of May, 2020.



Linda M. Wollschlager
Notary Public

My Appointment Expires

January 3, 2023

May 20, 2020

Exhibit A

To:
Mr. Scott Ward, P.E.
City of Olathe
1385 S. Robinson
Olathe, KS 66062

RE: Engineer's Opinion of Probable Cost - Little Cedar Creek (Park to Elm), Phase 2
CPN: 2-C-017-19
SMP: CC-09-018
The Engineer's Opinion of Probable Construction Cost for the above project is as follows:

ITEM	ITEM DESCRIPTION	QUANTITY	UNITS	Unit Price	Total
1	MOBILIZATION	1	L.S.	\$ 50,000.00	\$ 50,000.00
2	CLEARING & GRUBBING	1	L.S.	\$ 35,000.00	\$ 35,000.00
3	DEMOLITION	1	L.S.	\$ 50,000.00	\$ 50,000.00
4	GRADING	1	L.S.	\$ 100,000.00	\$ 100,000.00
5	SMP PROJECT SIGN (RELOCATE)	2	EACH	\$ 750.00	\$ 1,500.00
6	TREE REMOVAL (6"-12")	116	EACH	\$ 350.00	\$ 40,600.00
7	TREE REMOVAL (13"-24")	28	EACH	\$ 750.00	\$ 21,000.00
8	TREE REMOVAL (25"-36")	17	EACH	\$ 1,500.00	\$ 25,500.00
9	HOUSE DEMOLITION AT 523-525 W. CEDAR ST.	1	L.S.	\$ 40,000.00	\$ 40,000.00
10	HOUSE DEMOLITION AT 511 ELM ST.	1	L.S.	\$ 40,000.00	\$ 40,000.00
11	HOUSE DEMOLITION AT 540 S. GRANT ST.	1	L.S.	\$ 40,000.00	\$ 40,000.00
12	HOUSE DEMOLITION AT 600 S. GRANT ST.	1	L.S.	\$ 45,000.00	\$ 45,000.00
13	LOT STABILIZATION AT 523-525 W. CEDAR ST.	1	L.S.	\$ 3,000.00	\$ 3,000.00
14	LOT STABILIZATION AT 511 ELM ST.	1	L.S.	\$ 3,000.00	\$ 3,000.00
15	LOT STABILIZATION AT 540 S. GRANT ST.	1	L.S.	\$ 3,000.00	\$ 3,000.00
16	LOT STABILIZATION AT 600 S. GRANT ST.	1	L.S.	\$ 3,000.00	\$ 3,000.00
17	INSTALL 6'x4' CURB INLET	3	EACH	\$ 7,000.00	\$ 21,000.00
18	INSTALL 6'x6' CURB INLET	1	EACH	\$ 7,000.00	\$ 7,000.00
19	INSTALL 15" RCP	91	L.F.	\$ 110.00	\$ 10,010.00
20	INSTALL 24" RCP	61	L.F.	\$ 125.00	\$ 7,625.00
21	INSTALL 48" RCP	19	L.F.	\$ 150.00	\$ 2,850.00
22	INSTALL 29" x 45" RCPE	97	L.F.	\$ 150.00	\$ 14,550.00
23	INSTALL 5-8'X6' PRECAST RCB	50.0	L.F.	\$ 5,000.00	\$ 250,000.00
24	CONSTRUCT 5-8'X6' CAST IN PLACE RCB END SECTION	2	EACH	\$ 60,000.00	\$ 120,000.00
25	INSTALL 6-8'X5' PRECAST RCB	50.0	L.F.	\$ 5,500.00	\$ 275,000.00
26	CONSTRUCT 6-8'X5' CAST IN PLACE RCB END SECTION	2	EACH	\$ 60,000.00	\$ 120,000.00
27	CONNECT TO RCB	5	EACH	\$ 1,000.00	\$ 5,000.00
28	CONNECT TO EXISTING CURB INLET	1	EACH	\$ 1,000.00	\$ 1,000.00
29	CONNECT TO EXISTING EXIST. PIPE WITH CONCRETE COLLAR	1	EACH	\$ 1,000.00	\$ 1,000.00
30	INSTALL 4' STEEL HANDRAIL	304	L.F.	\$ 175.00	\$ 53,200.00
31	INSTALL 24" RIP-RAP	536	S.Y.	\$ 80.00	\$ 42,880.00
32	INSTALL SANITARY SEWER CONCRETE ENCASEMENT	20	L.F.	\$ 200.00	\$ 4,000.00
33	REMOVE EXISTING CURB & GUTTER	162	L.F.	\$ 10.00	\$ 1,620.00
34	REMOVE AND REPLACE TYPE "A" CURB AND GUTTER	45	L.F.	\$ 28.00	\$ 1,260.00
35	REMOVE AND REPLACE TYPE "B" CURB AND GUTTER	301	L.F.	\$ 28.00	\$ 8,428.00
36	REMOVE AND REPLACE 2" ASPHALT SURFACE (BM-2)	454	S.Y.	\$ 18.00	\$ 8,172.00
37	REMOVE AND REPLACE 8" ASPHALT BASE (BM-2B)	454	S.Y.	\$ 60.00	\$ 27,240.00
38	INSTALL 4" MODIFIED AB-3 (TEMPORARY ENTRANCE)	16	S.Y.	\$ 12.00	\$ 192.00
39	INSTALL 6" MODIFIED AB-3	254	S.Y.	\$ 15.00	\$ 3,810.00
40	REMOVE 5' CONCRETE SIDEWALK	159	L.F.	\$ 10.00	\$ 1,590.00
41	REMOVE AND REPLACE 5' CONCRETE SIDEWALK	140	L.F.	\$ 30.00	\$ 4,200.00
42	INSTALL MID-BLOCK ADA RAMP	2	EACH	\$ 1,200.00	\$ 2,400.00
43	GANG MAILBOX RELOCATION	1	EACH	\$ 1,500.00	\$ 1,500.00
44	RAISE CONCRETE SANITARY SEWER MANHOLE	1	EACH	\$ 2,500.00	\$ 2,500.00
45	LOWER CONCRETE SANITARY SEWER MANHOLE	1	EACH	\$ 2,500.00	\$ 2,500.00
46	RAISE BRICK SANITARY SEWER MANHOLE (W/O LINING)	1	EACH	\$ 7,500.00	\$ 7,500.00
47	LOWER BRICK SANITARY SEWER MANHOLE (W/ LINING)	1	EACH	\$ 7,500.00	\$ 7,500.00
48	LOWER BRICK SANITARY SEWER MANHOLE (W/O LINING)	1	EACH	\$ 7,500.00	\$ 7,500.00
49	SLOPE STABILIZATION	3,242	S.Y.	\$ 20.00	\$ 64,840.00
50	SODDING	2,289	S.Y.	\$ 10.00	\$ 22,890.00
51	SEEDING	1.7	ACRES	\$ 3,500.00	\$ 5,950.00
52	TREE REPLACEMENT	41	EACH	\$ 500.00	\$ 20,500.00
53	INSTALL 4' TEMPORARY CHAIN LINK FENCE	185	L.F.	\$ 7.50	\$ 1,387.50
54	INSTALL 4' PERMANENT CHAIN LINK FENCE	185	L.F.	\$ 15.00	\$ 2,775.00
55	INSTALL 12" DIP POLYWRAPPED RESTRAINED JOINT	181	L.F.	\$ 300.00	\$ 54,300.00
56	INSTALL 6" DIP POLYWRAPPED RESTRAINED JOINT	212	L.F.	\$ 200.00	\$ 42,400.00
57	INSTALL STRADDLE BLOCK	4	EACH	\$ 700.00	\$ 2,800.00
58	INSTALL FIRE HYDRANT ASSEMBLY	2	EACH	\$ 3,500.00	\$ 7,000.00
59	INSTALL 12" GATE VALVE	2	EACH	\$ 750.00	\$ 1,500.00
60	MISC. FITTINGS	1	L.S.	\$ 2,500.00	\$ 2,500.00
61	PAVEMENT MARKINGS	1	L.S.	\$ 1,250.00	\$ 1,250.00
62	PERMANENT SIGNING	2	EACH	\$ 1,250.00	\$ 2,500.00
63	EROSION CONTROL	1	L.S.	\$ 15,000.00	\$ 15,000.00
64	SILT FENCE	452	L.F.	\$ 7.50	\$ 3,390.00
65	RIP-RAP TOE PROTECTION	1,954	L.F.	\$ 50.00	\$ 97,700.00
66	INSTALL ORANGE CONSTRUCTION FENCE	4,226	L.F.	\$ 7.50	\$ 31,695.00
67	TRAFFIC CONTROL	1	L.S.	\$ 7,500.00	\$ 7,500.00
68	CONTRACTOR CONSTRUCTION STAKING	1	L.S.	\$ 7,000.00	\$ 7,000.00
				TOTAL:	\$ 1,918,504.50



BID FORM
CPN 2-C-017-19
CITY OF OLATHE, KANSAS

The following table is a list of bid items, estimated quantities, and the unit prices submitted by the bidder for the Little Cedar Creek (Park to Elm) Phase 2, CPN 2-C-017-019, SMP# CC-09-018.

Schedule of Values

ITEM		UNITS	APPROX. QUANTITY	UNIT PRICE	AMOUNT DOLLARS
	CPN 2-C-017-019				
1	MOBILIZATION	L.S.	1	\$ 60,000.00	\$60,000.00
2	CLEARING & GRUBBING	L.S.	1	\$ 6,000.00	\$6,000.00
3	DEMOLITION	L.S.	1	\$ 25,000.00	\$25,000.00
4	GRADING	L.S.	1	\$ 180,000.00	\$180,000.00
5	SMP PROJECT SIGN (RELOCATE)	EACH	2	\$ 400.00	\$800.00
6	TREE REMOVAL (6"-12")	EACH	116	\$ 110.00	\$12,760.00
7	TREE REMOVAL (13"-24")	EACH	28	\$ 440.00	\$12,320.00
8	TREE REMOVAL (25"-36")	EACH	17	\$ 1,100.00	\$18,700.00
9	HOUSE DEMOLITION AT 523-525 W. CEDAR ST.	L.S.	1	\$ 29,500.00	\$29,500.00
10	HOUSE DEMOLITION AT 511 ELM ST.	L.S.	1	\$ 18,600.00	\$18,600.00
11	HOUSE DEMOLITION AT 540 S. GRANT ST.	L.S.	1	\$ 12,700.00	\$12,700.00
12	HOUSE DEMOLITION AT 600 S. GRANT ST.	L.S.	1	\$ 22,000.00	\$22,000.00
13	LOT STABILIZATION AT 523-525 W. CEDAR ST.	L.S.	1	\$ 1,500.00	\$1,500.00
14	LOT STABILIZATION AT 511 ELM ST.	L.S.	1	\$ 1,500.00	\$1,500.00
15	LOT STABILIZATION AT 540 S. GRANT ST.	L.S.	1	\$ 1,500.00	\$1,500.00
16	LOT STABILIZATION AT 600 S. GRANT ST.	L.S.	1	\$ 1,500.00	\$1,500.00
17	INSTALL 6'x4' CURB INLET	EACH	3	\$ 5,500.00	\$16,500.00
18	INSTALL 6'x6' CURB INLET	EACH	1	\$ 6,100.00	\$6,100.00
19	INSTALL 15" RCP	L.F.	91	\$ 115.00	\$10,465.00
20	INSTALL 24" RCP	L.F.	61	\$ 110.00	\$6,710.00
21	INSTALL 48" RCP	L.F.	19	\$ 225.00	\$4,275.00
22	INSTALL 29" x 45" RCPE	L.F.	97	\$ 235.00	\$22,795.00
23	INSTALL 5-8'X6' PRECAST RCB	L.F.	50.0	\$ 3,150.00	\$157,500.00
24	CONSTRUCT 5-8'X6' CAST IN PLACE RCB END SECTION	EACH	2	\$ 48,000.00	\$96,000.00
25	INSTALL 6-8'X5' PRECAST RCB	L.F.	50.0	\$ 3,400.00	\$170,000.00
26	CONSTRUCT 6-8'X5' CAST IN PLACE RCB END SECTION	EACH	2	\$ 50,000.00	\$100,000.00
27	CONNECT TO RCB	EACH	5	\$ 500.00	\$2,500.00
28	CONNECT TO EXISTING CURB INLET	EACH	1	\$ 1,500.00	\$1,500.00
29	CONNECT TO EXISTING EXIST. PIPE WITH CONCRETE COLLA	EACH	1	\$ 300.00	\$300.00
30	INSTALL 4' STEEL HANDRAIL	L.F.	304	\$ 160.00	\$48,640.00
31	INSTALL 24" RIP-RAP	S.Y.	536	\$ 65.00	\$34,840.00
32	INSTALL SANITARY SEWER CONCRETE ENCASEMENT	L.F.	20	\$ 200.00	\$4,000.00
33	REMOVE EXISTING CURB & GUTTER	L.F.	162	\$ 8.00	\$1,296.00
34	REMOVE AND REPLACE TYPE "A" CURB AND GUTTER	L.F.	45	\$ 45.00	\$2,025.00
35	REMOVE AND REPLACE TYPE "B" CURB AND GUTTER	L.F.	301	\$ 40.00	\$12,040.00
36	REMOVE AND REPLACE 2" ASPHALT SURFACE (BM-2)	S.Y.	454	\$ 16.50	\$7,491.00
37	REMOVE AND REPLACE 6" ASPHALT BASE (BM-2B)	S.Y.	454	\$ 38.00	\$17,252.00
38	INSTALL 4" MODIFIED AB-3 (TEMPORARY ENTRANCE)	S.Y.	16	\$ 10.00	\$160.00
39	INSTALL 6" MODIFIED AB-3	S.Y.	254	\$ 8.00	\$2,032.00
40	REMOVE 5' CONCRETE SIDEWALK	L.F.	159	\$ 5.00	\$795.00
41	REMOVE AND REPLACE 5' CONCRETE SIDEWALK	L.F.	140	\$ 34.00	\$4,760.00
42	INSTALL MID-BLOCK ADA RAMP	EACH	2	\$ 1,000.00	\$2,000.00
43	GANG MAILBOX RELOCATION	EACH	1	\$ 1,000.00	\$1,000.00
44	RAISE CONCRETE SANITARY SEWER MANHOLE	EACH	1	\$ 800.00	\$800.00
45	LOWER CONCRETE SANITARY SEWER MANHOLE	EACH	1	\$ 2,500.00	\$2,500.00
46	RAISE BRICK SANITARY SEWER MANHOLE (W/O LINING)	EACH	1	\$ 1,000.00	\$1,000.00
47	LOWER BRICK SANITARY SEWER MANHOLE (W/ LINING)	EACH	1	\$ 2,500.00	\$2,500.00
48	LOWER BRICK SANITARY SEWER MANHOLE (W/O LINING)	EACH	1	\$ 1,200.00	\$1,200.00
49	SLOPE STABILIZATION	S.Y.	3,242	\$ 4.50	\$14,589.00
50	SODDING	S.Y.	2,289	\$ 7.25	\$16,595.25
51	SEEDING	ACRES	1.7	\$ 3,100.00	\$5,270.00
52	TREE REPLACEMENT	EACH	41	\$ 575.00	\$23,575.00
53	INSTALL 4' TEMPORARY CHAIN LINK FENCE	L.F.	185	\$ 10.00	\$1,850.00

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is dated as of the ____ day of _____, 20__ (“Effective Date”), by and between the City of Olathe, Kansas (“Owner”) and Linaweaver, Construction, Inc. (“Contractor”). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

REPLACEMENT OF TWO EXISTING RCB’S WITH A NEW, LARGER (5)-8’X6’ RCB UNDER CEDAR STREET AND A (6)-8’X5’ RCB UNDER ELM STREET, DEMOLITION OF FOUR STRUCTURES, 268 L.F. OF STORM SEWER, 454 S.Y. ROADWAY REPLACEMENT, WATER LINE REPLACEMENT, SITE AND CHANNEL GRADING AND RESTORATION.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Little Cedar Creek (Park to Elm), Phase 2, Olathe Project No. 2-C-017-19, SMP Project No. CC-09-018, Stormwater Improvements Little Cedar Creek, Elm Street to Cedar Street.*

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by PHELPS ENGINEERING, INC..
- 3.02 The Owner has retained PHELPS ENGINEERING, INC. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount that follows, subject to adjustment under the Contract:
- \$1,405,252.25

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95% percent of Work completed (with the balance being retainage) and
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97% of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate prescribed under K.S.A. 16-1901 et seq., and any amendments thereto.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, if any.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such

information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs, if any such reports and drawings are so identified.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (EJCDC-1 to EJCDC-8, inclusive).
 - 2. Performance & Maintenance bond (pages EJCDC-9 to EJCDC-14, inclusive).
 - 3. Statutory bond (pages EJCDC-15 to EJCDC-19, inclusive).
 - 4. Appointment of Process Agent.
 - 5. Non-collusive Affidavit of Prime Bidder.
 - 6. General Conditions (pages EJCDC-22 to EJCDC-100, inclusive).
 - 7. Supplementary Conditions (pages EJCDC-SC-01 to EJCDC-SC-34, inclusive).
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings (not attached but incorporated by reference) consisting of 32 sheets with each sheet bearing the following general title: Little Cedar Creek (Park to Elm), Phase 1
 - 10. Addenda (numbers ____ to ____, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-2, inclusive).
 - b. Bid Documents (Notice to Bidders, Instructions to Bidders, Questionnaire of Personnel Practices Bid Bond, Bid Form).

- c. Certificates (Compliance with Personnel Practices, Good Standing to Conduct Business in Kansas, Insurance).
 - d. Federal Funds Project Documents (if applicable) (Standard General Conditions Division 100, General Specifications Division 200, Required Contract Specifications, General Wage Decision).
 - e. Project Requirements.
 - f. Temporary Facilities.
 - g. Submittals.
 - h. Technical Specifications.
 - i. General Special Conditions.
 - j. Measurements and Payments.
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each represent that they are duly authorized to enter into the Contract, and binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

CONTRACTOR:

City of Olathe, Kansas

By: _____

By: _____

Title: Mayor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

P.O. Box 768

Olathe, KS 66051-0768

Address for giving notices:

Contractor's Phone Number

License No.: _____

(where applicable)

Agent for service of process:

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Approved as to form:

Deputy City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Mary Jaeger/Amy Tharnish

SUBJECT: Consideration of renewal of contract to K&W Underground, Inc. for fiber restoration, support, installation and maintenance for use by Public Works.

ITEM DESCRIPTION:

Consideration of renewal of contract to K&W Underground, Inc. for fiber restoration, support, installation and maintenance for use by Public Works.

SUMMARY:

On May 15, 2015, three (3) bids were received for Fiber Restoration, Support, Installation, and Maintenance for use by Olathe Public Works, Johnson County, Johnson County Wastewater and Johnson County Community College. Most of the work requested under this contract is maintenance or restoration.

The City of Olathe, Johnson County, Johnson County Wastewater and Johnson County Community College all have long standing successful business relationships with K&W Underground, Inc. In addition, Olathe and Blue Valley School Districts will be utilizing this contract starting in 2020.

Staff recommends a contract renewal to K&W Underground, Inc. for a one (1) year term, with no additional renewal periods and no pricing increase.

K & W Underground is an Olathe Vendor.

FINANCIAL IMPACT:

Estimated expenditures is \$300,000 and will be funded from the Traffic Operations Budget.

ACTION NEEDED:

Consideration of renewal of contract with K & W Underground.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Mike Sirna/Amy Tharnish

SUBJECT: Consideration of renewal of contract with Cisco Systems, Inc. for the purchase of Cisco products and professional services for the IT Department.

ITEM DESCRIPTION:

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

SUMMARY:

As part of our asset management process, the Information Technology Department routinely replaces network equipment when it nears end of supported life by the vendor. The City will evaluate every purchase for replacement equipment and any new equipment needed to expand network communications and utilize the Cisco Systems, Inc. Kansas state contract.

The State of Kansas conducted a competitive bid process and issued a cooperative purchase contract to Cisco Systems, Inc for products and professional services (State of Kansas Contract# 42860) which is valid through May 31, 2021.

The renewal of the City's contract with Cisco Systems, Inc provides necessary networking commodities and services that are essential for routine upgrades and replacements throughout the City.

The annual spend for 2019 was \$316,000. Projects which are included in the estimated annual spend below are annual Cisco support for SmartNet, equipment for the Park Maintenance Facility, Traffic Operations switches, and replacement of 15 year old switches at various locations throughout the City.

Staff recommends renewal of contract with Cisco Systems, Inc. through May 31, 2021.

No Olathe vendors can provide these products and services.

FINANCIAL IMPACT:

Expected annual expenditures of \$320,000. Expenditures to be paid from the applicable department line item budget, project, or computer replacement fund.

ACTION NEEDED:

Approval of renewal of contract with Cisco.

ATTACHMENT(S):

None.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Fire Department

STAFF CONTACT: Jeff DeGraffenreid/Amy Tharnish

SUBJECT: Consideration of award of contract to SNF Inc. dba. BFX Fire Apparatus for the replacement of one (1) Type 6 Squad Mini-Pumper Light Engine for the fire department.

ITEM DESCRIPTION:

Consideration of award of contract to SNF Inc. dba. BFX Fire Apparatus for the replacement of one (1) Type 6 Squad Mini-Pumper Light Engine for the fire department.

SUMMARY:

The Fire Department needs a NFPA 1906 compliant Type 6 Squad Mini-Pumper Light Engine fire apparatus. The apparatus transports firefighters to the scene and provides them access to the fire, along with water and other specialized equipment.

Mini-Pumper engines are much smaller than standard fire engines, they are multi-function vehicles, and may also be utilized as Squads. A Squad Mini-Pumper fire engine is a vehicle specifically designed to assist in fighting grass, brush, field, and vegetation fires.

They will respond to emergencies in locations where traditional engines cannot navigate like the trail system and fields. The proposed Mini-Pumper engine features four-wheel drive capability and can climb steep terrain and make it through rough topography.

Additional accessory equipment will be purchased from various vendors at an estimated additional cost of \$30,000.

Squad Mini-Pumper - Vehicle #: 2060471 (2005 Mini Pumper) is being replaced as part of the regular vehicle replacement process.

Staff recommends award for contract to SNF Inc. dba. BFX Fire Apparatus for the replacement of one (1) Squad Mini-Pumper apparatus utilizing GSA Contract # GS-30F-0025V.

The vehicle is being replaced as part of the regular vehicle replacement process and is fully amortized. The vehicle has paid \$139,045 through lease fees into the VERF. VERF fund balance will cover the additional \$77,643.

FINANCIAL IMPACT:

\$216,688 (\$186,688 for one Squad Mini-Pumper plus \$30,000 for equipment). Funding will come from the Vehicle Equipment Replacement Fund (VERF).

ACTION NEEDED:

Award of contract to SNF Inc. dba. BFX Fire Apparatus for the purchase of one (1) Type 6 Squad Mini-Pumper Light Engine for the Olathe fire department.

MEETING DATE: 6/16/2020

ATTACHMENT(S):
Quotation

BFX Fire Apparatus

City of Olathe Fire Department
Jeff Doherty
1225 S Hamilton Cir
Olathe, Kansas 66061
913.971.7911
jdoherty@olatheks.org

City of Olathe Fire Department
Jeff Doherty
1225 S Hamilton Cir
Olathe, Kansas 66061
913.971.7911
jdoherty@olatheks.org

Quote No: 11019-0006
02/24/2020

Page 1

PART NO	DESCRIPTION	
	== Type 6 Wildland Light Engine ==	
00-18-1100	Type 6 Wildland Light Engine Configuration	
00-00-1200	General Craftsmanship Requirements	
00-00-8950	Carrying Capacity	
00-00-8800	Noise Exposure Test	
61-00-0100	Training	
00-00-9600	Pre-Work Conference	
51-00-2000	Final Inspection / Delivery Preparations	
00-00-9400	Weather-Tight Testing	
00-00-9750	8.00-inch Step Test	
00-00-9950	Documentation	
00-00-9900	Delivery	
60-00-0100	Delivery Location	
00-00-5700	Payment Terms	
00-00-2375	Warranty Policies	
37-08-0200	Chassis	
37-14-0750	Gross Vehicle Weight Rating	
37-12-0100	Dual Rear Wheels on Chassis	
37-01-4400	Wheelbase	
37-01-4500	Cab-to-Axle	
37-08-1100	Motor	
37-01-4600	Battery	
37-01-4700	Exhaust System	
37-01-4725	Exhaust/Motor Brake	
37-08-1250	High Idle, Engine Speed Control	
37-08-2150	Transmission	
37-08-6050	Transfer Case	
37-01-4800	Suspension	
37-01-4900	Axles	
37-01-4950	Brakes	
37-08-7050	Wheels and Tires	
37-08-4050	Fuel Tank	
37-01-0050	Cab	

PART NO	DESCRIPTION	
37-14-1500	Mirrors	
37-08-5300	Seating	
37-08-5500	Cab Door Locks and Windows	
37-08-5100	Steering Wheel	
37-14-1550	Intermittent Wipers	
37-08-5150	Cruise Control	
37-08-5050	Air Conditioning and Heating	
37-08-5200	Stereo	
37-14-1000	SYNC® System	
37-14-1600	Courtesy Lamps	
37-08-5400	Daytime Running Lamps	
37-14-5000	Air Filter Restriction Indicator	
37-14-5200	OEM Instrument Cluster	
37-08-5700	Tow Package	
37-14-5300	OEM Supplied Safety	
00-19-0215	Center Console	
22-07-0750	12-Volt Power Sources	
00-19-0035	Wiring for Radio(s) Installation	
00-19-0030	Antenna Leads and Bases	
00-19-0020	Map Light	
25-03-0500	Interior Dome Lights	
28-03-5000	FireCom Wired Headset System	
00-19-0419	Interior Storage Cabinet	
00-19-0015	Backup Alarm	
37-50-0350	Skid Plates/Impact Protection	
00-19-0245	Ember Separator Screens	
00-19-0220	Front Bumper / Brush Guard	
00-19-0225	Rear Bumper	
37-50-0055	Tow Points	
34-28-0350	Winch	
00-19-0330	Apparatus Frame Construction	
00-19-0335	Flexible Mounting	
00-19-0315	Apparatus Body Construction	
00-19-0435	Wheel Well Area	
00-19-0375	Compartment Door Construction	
00-19-0380	Door Hinges and Retainers	
00-19-0382	Door Latches	
00-19-0400	Compartment Shelves	
00-19-0386	Composite Adjustable Shelf Channels	
00-19-0825	Compartment Lighting	
00-19-0420	Compartment Venting	
00-19-0320	Storage Compartments	
00-19-0350	Driver's Side Compartments	
00-19-0360	Passenger's Side Compartments	
11-22-1360	Suction Hose Compartment / Access	
00-19-0440	Rear Cab Protection	
00-19-1115	Wheel Chocks	

PART NO	DESCRIPTION	
00-19-0811	Rear License Plate Mount / Light	
00-19-0438	Apparatus Body Trim	
00-19-0346	Fold Down Steps	
00-19-0345	Grab Handles	
35-06-0800	Nozzle Cups / Hose Clamps	
00-24-3500	Air Compressor	
22-05-0100	General Wiring Specification	
22-05-0150	Electrical Components and Ratings	
22-05-0950	Indicator / Warning Light(s)	
00-19-0210	"Do Not Move Apparatus" Alarm	
00-19-0115	Light Bar	
00-19-0125	Lower Zone A Warning Lights	
00-19-0120	Forward Zone B/D Warning Lights	
24-06-2350	Aft Zone B/D Warning Lights	
00-19-0130	Lower Zone C Warning Lights	
24-06-3600	Upper Zone C Warning Lights	
00-19-0815	Traffic Advisor	
00-19-0105	Electronic Siren	
00-19-0110	Speaker	
00-19-0812	DOT / Clearance Lights	
00-19-0801	Taillight Assembly	
00-19-0820	Moveable/Adjustable Work Lights	
26-02-5000	Upper Zone C Scene Lights	
00-19-0010	Perimeter Lighting	
22-02-0400	Battery Charger with Sure Eject Feature	
00-19-0135	Electrical Outlet	
28-03-0200	Spare Circuits	
00-19-0006	Multiplexed Electrical System	
22-05-0500	Remote Diagnostic Capabilities	
00-19-0216	SPS Switch Panel and Programming	
00-19-0905	NFPA 1906 Electrical Testing	
00-19-1099	Apparatus Paint and Finish	
30-06-5200	Striping and Graphics	
00-19-0503	Pump Motor	
00-19-0521	Pump Gear Box	
00-19-0590	Pump	
00-19-0585	Waterous Aquis 1.5 Foam System	
00-19-0513	Plumbing General	
00-19-0575	Suction Plumbing	
00-19-0574	Discharge Locations	
00-19-0514	Valves	
00-19-0425	Valve Labeling	
00-19-0580	Hose Reel	
35-08-1000	Booster Hose	
00-19-0572	Primer	
00-19-0573	Strainer	
00-19-0518	Plumbing Drains	

[illegible]



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Amy Tharnish

SUBJECT: Consideration of Resolution No. 20-1045 authorizing the issuance and delivery of the principal amount of General Obligation Temporary Notes, Series 2020-A.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1045 authorizing the issuance and delivery of the principal amount of General Obligation Temporary Notes, Series 2020-A.

SUMMARY:

As approved by the City Council on May 19, 2020, the City entered into an agreement with JP Morgan to serve as underwriter for the General Obligation Temporary Notes, Series 2020-A.

The temporary notes will be used to provide project funding, including redeeming a portion of the Series 2019-A Notes, in the approximate amount of \$76,465,527. Temporary note Series 2020-A provides funding for 18 capital improvement projects and has a maturity of August 1, 2021. The projects with the largest funding amount are I-35 & 119th Street Interchange; Santa Fe & Ridgeview Geometric Improvements; Lone Elm Road Old 56 Highway to 151st Street; Woodland Road K-10 to College Blvd Improvements; Fire Station #8 and Park Maintenance Facilities.

The City's bond counsel, Gilmore & Bell, has prepared Resolution No. 20-1045 that sets the form and details of, and serves to authorize the issuance and delivery of Temporary Note Series 2020-A.

A draft copy of the above-mentioned resolution is attached. The final version of this document will be available at the City Council meeting once the bids have been received and the best bids have been determined.

Standard and Poor's Corporation and Fitch have assigned the City a rating of SP-1+ and F1+, respectively, for short term financing.

FINANCIAL IMPACT:

Series 2019-A Notes in the amount of \$53,955,000 will mature on August 1, 2020. The balance of outstanding temporary notes, which includes the sale of Series 2020-A Notes, will be approximately \$76,465,527.

ACTION NEEDED:

Approval of Resolution No. 20-1045 to authorize issuance and delivery of the principal amount of General Obligation Temporary Notes, Series 2020-A.

ATTACHMENT(S):

Draft Resolution

GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-A

- A. Excerpt of Minutes of Meeting approving sale, approving Note Resolution
 - B. Note Resolution
-

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF OLATHE, KANSAS
HELD ON JUNE 16, 2020**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Present:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-A, OF THE CITY OF OLATHE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 20-1045 and was signed by the Mayor and attested by the Clerk.

* * * * *

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Olathe, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

City Clerk

RESOLUTION NO. 20-1045

OF

THE CITY OF OLATHE, KANSAS

ADOPTED

JUNE 16, 2020

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2020-A**

RESOLUTION

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EXHIBIT A – FORM OF NOTES

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RESOLUTION NO. 20-1045

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-A, OF THE CITY OF OLATHE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Olathe (the “Issuer”) is a city of the first class and political subdivision, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (collectively, the “Improvements”) to be made in the City, to-wit:

<u>Project Number</u>	<u>Project Name</u>	<u>Authorizing Ord./Res.</u>	<u>Authority</u>	<u>Amount*</u>
3-C-006-16	159th Street & Blackbob Road Improvements	18-1068	K.S.A. 12-685 et seq.	\$2,226,741.52
3-C-026-16	1-35 & 199th Street Interchange Preliminary Engineering	19-1046	K.S.A. 12-685 et seq.	8,429,456.90
3-C-083-15	Santa Fe & Ridgeview Geometric Improvements	18-1102	K.S.A. 12-685 et seq.	6,531,993.70
3-C-084-17	Lone Elm Road, Old 56 to 151st Street Improvements	18-1083	K.S.A. 12-685 et seq.	10,252,603.46
3-C-107-17	Mahaffie Circle Improvements	18-1117	Charter Ord. No. 74	3,500,882.06
3-C-071-18	119th and Pflumm Geometric Improvements	18-1048	K.S.A. 12-685 et seq.	1,588,443.59
3-C-022-18	159th Street and Pflumm Road Improvements	18-1028	K.S.A. 12-685 et seq.	960,955.55
3-C-041-18	Woodland Road, K-10 to College Blvd Improvements	18-1023	K.S.A. 12-685 et seq.	11,859,118.97
3-B-078-17	Lindenwood Road, 163rd to 167th Improvements	17-1069	K.S.A. 12-6a01 et seq.	1,932,807.65
3-C-112-17	151st and Ridgeview Geometric Improvements	17-1076	K.S.A. 12-685 et seq.	2,301,521.52
6-C-009-18	Fire Station #8	18-1094	Charter Ord. No. 74	6,802,256.45
6-C-001-18	Park Maintenance Facilities	19-1036	Charter Ord. No. 74	9,522,404.08
3-C-025-18	Santa Fe, Ridgeview to Mur-len Improvements	19-1018	K.S.A. 12-685 et seq.	501,917.78
6-C-004-13	Fire Training Center	18-1119	Charter Ord. No. 74	2,935,883.20
7-C-007-20	119th Street and Renner Road	20-1028	Charter Ord. No. 74	1,404,000.00
3-C-114-20	Pflumm Rd, 143rd to 151st Improvements	20-1016	K.S.A. 12-685 et seq.	2,401,656.40
3-C-058-19	Ridgeview, 143 rd to 151 st Improvements	19-1009	K.S.A. 12-685 et seq.	2,709,084.43
3-C-110-20	135 th and Pflumm Rd Geometric Improvements	20-1026	K.S.A. 12-685 et seq.	603,800.00
Total:				\$76,465,527.26

**Improvement costs to be financed with proceeds of the Notes; excludes Costs of Issuance.*

; and

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, the Issuer has previously issued the following temporary notes to temporarily finance a portion of the costs of the Improvements (the "Existing Notes"):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>
2019-A	July 18, 2019	August 1, 2020	\$53,955,000	\$53,955,000

WHEREAS, all aspects of the Improvements will not be completed prior to the maturity date of the Existing Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on a portion of the Existing Notes by the issuance of additional temporary notes of the Issuer pursuant to the Act; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire a portion of the Existing Notes; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$53,955,000 to pay a portion of the costs of the Improvements and refund a portion of the Existing Notes.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, Charter Ordinance No. 74 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

"Authorized Denomination" means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Olathe, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means July 16, 2020.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2020-A (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Director of Resource Management" means acting Director of Resource Management, or in the Director of Resource Management's absence, the duly appointed and/or elected Acting Director of Resource Management of the Issuer.

"Disclosure Undertaking" means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the

covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Federal Tax Certificate” means the Issuer’s Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer

“Funds and Accounts” means funds and accounts created by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2020-A created by *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date” means the Maturity of the Note.

“Issue Date” means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor, Mayor Pro Tem or Acting Mayor of the Issuer.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Purchase Agreement” means the Note Purchase Agreement dated as of June 16, 2020 between the Issuer and the Purchaser.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the Treasurer of the City of Olathe, Kansas and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series 2020-A, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

City Clerk
City Hall
100 East Santa Fe
Olathe, Kansas 66061

(b) To the Paying Agent at:

City Treasurer
City Hall
100 East Santa Fe
Olathe, Kansas 66061

(c) To the Purchaser:

J.P. Morgan Securities LLC
383 Madison Avenue, 3rd Floor
New York, New York 10179

(d) To the Rating Agency(ies):

Fitch Ratings
One State Street Plaza
New York, New York 10004

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

“Notice Representative” means:

(a) With respect to the Issuer, the Clerk.

- (b) With respect to the Note Registrar and Paying Agent, the Treasurer.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Notes.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the Treasurer of the City of Olathe, Kansas and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the amount set forth in the Note Purchase Agreement.

“Purchaser” means J.P. Morgan Securities LLC, New York, New York, the original purchaser of the Notes, and any successors and assigns.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

“Rebate Fund” means the Rebate Fund for General Obligation Temporary Notes, Series 2020-A created pursuant to *Section 501* hereof.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

“Redemption Price” when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Notes” means a portion of the Series 2019-A Notes maturing on August 1, 2020 in the aggregate principal amount of \$53,955,000.

“Refunded Notes Paying Agent” means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

“Refunded Notes Redemption Date” means August 1, 2020.

“Refunded Notes Resolution” means the resolution which authorized the Refunded Notes.

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 2019-A Notes” means the Issuer’s General Obligation Temporary Notes, Series 2019-A, dated July 18, 2019.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor’s” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a

corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in *Article V* hereof.

"Treasurer" means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2020-A, of the Issuer in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; and (c) refund a portion of the Existing Notes.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, without option of prior redemption and payment, and shall bear interest at the rates per annum as follows:

Stated Maturity <u>August 1</u> 2021	Principal <u>Amount</u> \$[PRINCIPAL AMOUNT]	Annual Rate <u>of Interest</u> _____%
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The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Note Registrar. The Treasurer of the City of Olathe, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior

to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to *Article II* hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest

on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository

shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Director of Resource Management is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes – Note Purchase Agreement. The Mayor is hereby authorized to enter into the Note Purchase Agreement between the Issuer and the Purchaser in substantially the form submitted to the governing body concurrently with the adoption of this Note Resolution, with such changes therein as shall be approved by the Mayor, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Note Purchase Agreement, the Issuer agrees to sell the Notes to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF NOTES

Section 301. No Redemption of Notes. The Notes shall not be subject to optional redemption and payment prior to their Stated Maturity.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain public improvements, in part from the proceeds of general obligation bonds of the Issuer, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2020-A.
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2020-A.
- (c) Rebate Fund for General Obligation Temporary Notes, Series 2020-A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the governing body of the Issuer; (b) retiring the Refunded Notes; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this *Article V* or the Federal Tax Certificate. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section; (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual

and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Notes shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) of the Code in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Notes and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Note Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Notes.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the

purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights

hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor, Director of Resource Management and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on June 16, 2020.

(SEAL)

Mayor

ATTEST:

City Clerk

**EXHIBIT A
(FORM OF NOTES)**

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF OLATHE
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2020-A**

**Interest
Rate:**

**Maturity
Date: August 1, 2021**

**Dated
Date: July 16, 2020**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Olathe, in the County of Johnson, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity on August 1, 2021 (the “Interest Payment Date”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity to the person in whose name this Note is registered at the maturity date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the City of Olathe, Kansas Olathe, Kansas (the “Paying Agent” and “Note Registrar”). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the

Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2020-A,” aggregating the principal amount of \$[PRINCIPAL AMOUNT] (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, Charter Ordinance No. 74 of the City, and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain public improvements, in part from the proceeds of general obligation bonds of the Issuer, and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are **not** subject to redemption prior to maturity.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository’s participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained,

payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF OLATHE, KANSAS

[(Facsimile Seal)]

By: _____ (manual or facsimile)
Mayor

ATTEST:

By: _____ (manual or facsimile)
City Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

_____ (manual or facsimile)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2020-A, of the City of Olathe, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

City Treasurer, Olathe, Kansas,
as Note Registrar and Paying Agent

By: _____

Registration Number: _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Olathe, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of July 16, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
City Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.

Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Amy Tharnish

SUBJECT: Consideration of Resolution No. 20-1046 and Ordinance No. 20-22 authorizing the issuance and delivery of the General Obligation Improvement and Refunding Bonds, Series 233.

ITEM DESCRIPTION:

Consideration of Resolution No. 20-1046 and Ordinance No. 20-22 authorizing the issuance and delivery of the General Obligation Improvement and Refunding Bonds, Series 233.

SUMMARY:

As approved by the City Council on June 2, 2020, bids will be received by the City on June 16, 2020, from prospective buyers of the General Obligation Improvement Bonds, Series 233. Accordingly, the bid results will be distributed at the City Council meeting.

Series 233 will be used to fund 17 projects in the approximate amount of \$21,500,639. Series 233 includes 10-year debt structured for level annual debt service. Series 233 will also be used to refund a portion of the City's outstanding Series 218 general obligation bonds, in the approximate amount of \$10,125,000. The refunding will not extend the life of the bonds and is structured for level annual savings.

In addition to the bid approval required above, the City's bond counsel, Gilmore & Bell, has prepared Ordinance No. 20-22 which serves to authorize the issuance and delivery of the bonds, and provides for the levy and collection of annual tax for the payment of the principal and interest for bond Series 233. Resolution No. 20-1046 sets the form and details of and authorizes the delivery of bond Series 233.

Draft copies of the above-mentioned ordinance and resolution are attached. The final versions of these documents will be available at the City Council meeting once the bids have been received and the final bid has been determined.

Standard and Poor's Corporation and Fitch have both reaffirmed the City's general obligation ratings of AA+.

FINANCIAL IMPACT:

The balance of outstanding general obligation bonds after this issue will be approximately \$187,260,000 plus costs of issuing the Series 233 Bonds.

ACTION NEEDED:

Approval of Resolution 20-1046 to authorize the sale and delivery of \$32,240,000 principal amount of General Obligation Improvement and Refunding Bonds, Series 233 and approval of Ordinance No.

MEETING DATE: 6/16/2020

20-22 to authorize issuance of General Obligation Bonds, Series 233.

ATTACHMENT(S):
Draft Ordinance and Resolution

SERIES 233 BOND ORDINANCE AND RESOLUTION

- A. Excerpt of Minutes of Meeting approving sale, approving Ordinance/Bond Resolution
- B. Ordinance
- C. Ordinance Summary for Publication
- D. Bond Resolution

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF OLATHE, KANSAS
HELD ON JUNE 16, 2020**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Present: _____.

Absent: _____.

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Director of Resource Management reported that pursuant to the Notice of Sale, bids for the purchase of General Obligation Improvement and Refunding Bonds, Series 233, dated July 16, 2020, of the City had been received. A tabulation of said bids is set forth as ***EXHIBIT A*** hereto.

Thereupon, the governing body reviewed and considered the bids and it was found and determined that the bid of [PURCHASER NAME], [PURCHASER CITY, STATE], was the best bid for the Bonds, a copy of which is attached hereto as ***EXHIBIT B***.

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 233, OF THE CITY OF OLATHE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Thereupon, Councilmember _____ moved that said Ordinance be passed. The motion was seconded by Councilmember _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. 20-22 was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 233, OF THE CITY OF OLATHE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 20-22 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 20-1046 and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Olathe, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

City Clerk

EXHIBIT A
(BID TABULATION)

EXHIBIT B
(BID OF PURCHASER)

ORDINANCE NO. 20-22

OF

THE CITY OF OLATHE, KANSAS

PASSED

JUNE 16, 2020

**GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 233**

ORDINANCE NO. 20-22

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 233, OF THE CITY OF OLATHE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Olathe, Kansas (the “City”) is a city of the first class and political subdivision, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to K.S.A. 10-101 to 10-125, inclusive, K.S.A. 12-685 *et seq.*, Charter Ordinance No. 74 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the City has authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Number</u>	<u>Project Name</u>	<u>Authorizing Ord./Res.</u>	<u>Authority</u>	<u>Amount*</u>
3-C-030-17	119th and Blackbob Geometric Improvements	17-1013	K.S.A. 12-685 <i>et seq.</i>	\$154,595.39
3-C-105-12	151st Street and Mur-len Geo Imp with Signal	16-1089	K.S.A. 12-685 <i>et seq.</i>	1,805,375.22
3-C-001-15	College Blvd, Lone Elm to Woodland	15-1020	K.S.A. 12-685 <i>et seq.</i>	3,499,441.01
3-C-024-16	K-7 Highway, Santa Fe to Old 56 Highway	18-1024	K.S.A. 12-685 <i>et seq.</i>	5,322,024.23
3-C-106-17	Santa Fe and Blackbob Geometric Improvements	17-1014	K.S.A. 12-685 <i>et seq.</i>	419,738.67
1-B-014-18	Lone Elm Commerce Center Sanitary Sewer Improvements	18-1071	K.S.A. 12-6a01 <i>et seq.</i>	526,472.18
6-C-026-19	Envision Olathe Implementation	19-1012	Charter Ord. No. 74	1,000,000.00
7-C-007-19	Park Street Land Acquisition	19-1038	Charter Ord. No. 74	310,132.88
6-C-001-17	Indian Creek Library	18-1051	Charter Ord. No. 74	947,859.69
3-P-000-20	Street Preservation	20-1003	Charter Ord. No. 74	1,000,000.00
3-R-000-20	Street Reconstruction	19-1063	Charter Ord. No. 74	5,100,000.00
3-TS-000-20	Traffic Signals	20-1008	Charter Ord. No. 74	620,000.00
3-C-093-20	ADA Sidewalk Repair and Replacement	20-1004	Charter Ord. No. 74	130,000.00
3-C-037-20	ATMS Replacement and Repair	20-1005	Charter Ord. No. 74	100,000.00
3-G-000-20	Bridge Repair	20-1006	Charter Ord. No. 74	250,000.00
3-C-009-20	Streetlight LED Conversion	20-1009	Charter Ord. No. 74	275,000.00
3-C-030-19	College Blvd, Cedar Niles to Clare Improvement	19-1083	K.S.A. 12-685 <i>et seq.</i>	<u>40,000.00</u>
Total:				\$21,500,639.27

; and

WHEREAS, the governing body of the City is authorized by law to issue general obligation bonds of the City to pay a portion of the costs of the Improvements; and

*Improvement costs to be financed with proceeds of the Bonds; excludes Costs of Issuance.

WHEREAS, the City previously issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds; and

WHEREAS, the governing body of the City has advertised the sale of the Bonds in accordance with the law hereby awards the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, Charter Ordinance No. 74 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the City’s General Obligation Improvement and Refunding Bonds, Series 233, dated July 16, 2020, authorized by this Ordinance.

“City” means the City of Olathe, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Improvements” means the improvements referred to in the preamble to this Ordinance and any Substitute Improvements.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor’s absence, the duly appointed and/or elected Vice Mayor, Mayor Pro Tem or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Refunded Bonds” means the Series 218 Bonds maturing in the years 2021 to 2031, inclusive, in the aggregate principal amount of \$10,125,000.

“Refunded Notes” means a portion of the Series 2019-A Notes maturing on August 1, 2020 in the aggregate principal amount of \$53,955,000.

“Series 218 Bonds” means the City’s General Obligation Bonds, Series 218, dated May 15, 2011.

“Series 2019-A Notes” means the City’s General Obligation Temporary Notes, Series 2019-A, dated July 18, 2019.

“State” means the State of Kansas.

“Substitute Improvements” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Improvement and Refunding Bonds, Series 233, of the City in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay the costs of the Improvements; (b) pay the costs of issuance of the Bonds; (c) refund the Refunded Bonds; and (d) retire the Refunded Notes.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain public improvements, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

Section 5. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary

or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the governing body of the City on June 16, 2020 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

(PUBLISHED IN THE *GARDNER NEWS* ON JUNE 24, 2020)

SUMMARY OF ORDINANCE NO. 20-22

On June 16, 2020, the governing body of the City of Olathe, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 233, OF THE CITY OF OLATHE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 233 Bonds approved by the Ordinance are being issued to finance certain internal improvements in the City and refund previously issued general obligation bonds of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 100 East Santa Fe. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <http://www.olatheks.org/government/city-clerk/public-notices>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: June 16, 2020.

City Attorney

RESOLUTION NO. 20-1046

OF

THE CITY OF OLATHE, KANSAS

ADOPTED

JUNE 16, 2020

**GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS
SERIES 233**

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RESOLUTION NO. 20-1046

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 233, OF THE CITY OF OLATHE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 20-__ OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the City of Olathe, Kansas (the “Issuer”) is a city of the first class and political subdivision, duly created, organized and existing under the Constitution and laws of the State.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, Charter Ordinance No. 74 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the Treasurer of the State of Kansas, Topeka, Kansas, and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or **“Bond”** means the General Obligation Improvement and Refunding Bonds, Series 233, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Olathe, Kansas.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Dated Date” means July 16, 2020.

“Debt Service Account” means the Debt Service Account for General Obligation Improvement and Refunding Bonds, Series 233 created within the Bond and Interest Fund pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody’s or Standard & Poor’s that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Director of Resource Management” means acting Director of Resource Management, or in the Director of Resource Management’s absence, the duly appointed and/or elected Acting Director of Resource Management of the Issuer.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Escrow Agent” means UMB Bank, Kansas City, Missouri, and its successors and assigns.

“Escrow Agreement” means the Escrow Trust Agreement, dated as of the Dated Date, between the Issuer and the Escrow Agent.

“Escrow Fund” means the Escrow Fund for Refunded Bonds referred to in *Section 501* hereof.

“Escrowed Securities” means the direct, noncallable obligations of the United States of America, as described in the Escrow Agreement.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer’s Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for General Obligation Improvement and Refunding Bonds, Series 233 created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be April 1 and October 1 of each year, commencing October 1, 2020.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor, Mayor Pro Tem or Acting Mayor of the Issuer.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

City Hall
100 East Santa Fe
Olathe, Kansas 66061
Fax: (913) 971-6283

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

- (d) To the Rating Agency(ies):

Fitch Ratings
One State Street Plaza
New York, New York 10004

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

- (e) To the Escrow Agent at:

UMB Bank
1010 Grand Blvd.
Kansas City, Missouri 64106

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.
- (e) With respect to the Escrow Agent, the Manager of the Corporate Trust Department.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. 20-22 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery, plus a reoffering premium of \$_____, less an underwriting discount of \$_____.

“Purchaser” means [PURCHASER NAME], [PURCHASER CITY, STATE], the original purchaser of the Bonds, and any successor and assigns.

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“Rebate Fund” means the Rebate Fund for General Obligation Improvement and Refunding Bonds, Series 233 created pursuant to *Section 501* hereof.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable

redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Bonds” means the Series 218 Bonds maturing in the years 2021 to 2031, inclusive, in the aggregate principal amount of \$10,125,000.

“Refunded Bonds Paying Agent” means the respective paying agent for each series of the Refunded Bonds as designated in the respective Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Bonds.

“Refunded Bonds Redemption Date” means October 1, 2020, for the Series 218 Bonds.

“Refunded Bonds Resolution” means each ordinance and resolution which authorized the Refunded Bonds.

“Refunded Notes” means a portion of the Series 2019-A Notes maturing on August 1, 2020 in the aggregate principal amount of \$53,955,000.

“Refunded Notes Paying Agent” means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

“Refunded Notes Redemption Date” means August 1, 2020.

“Refunded Notes Resolution” means the resolution which authorized the Refunded Notes.

“Replacement Bonds” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 210* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 218 Bonds” means the City’s General Obligation Bonds, Series 218, dated May 15, 2011.

“Series 2019-A Notes” means the City’s General Obligation Temporary Notes, Series 2019-A, dated July 18, 2019.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor’s” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor’s shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

“Verification Report” means the verification report referenced in *Article V* hereof relating to the sufficiency of money and obligations deposited in the Escrow Fund to be applied in accordance with the Escrow Agreement.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been previously authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) pay Costs of Issuance; (c) to refund the Refunded Bonds; and (d) retire the Refunded Notes.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity <u>October 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>	Stated Maturity <u>October 1</u>	Principal <u>Amount</u>	Annual Rate <u>of Interest</u>
2021	\$	%	2027	\$	%
2022		%	2028		%
2023		%	2029		%
2024		%	2030		%
2025		%	2031		%

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record

Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying

Agent pursuant to **Article III** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this **Article II**.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the

Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or

their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated June 9, 2020, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Section (b)(1) of the SEC Rule, the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Section (b)(1) of the SEC Rule, and the appropriate officers of the Issuer are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the SEC Rule.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Director of Resource Management hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby approved and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

Section 214. Authorization of Escrow Agreement. The Issuer is hereby authorized to enter into the Escrow Agreement and the Mayor and Clerk are hereby authorized and directed to execute the Escrow Agreement with such changes therein as such officials may deem appropriate, for and on behalf of and as the act and deed of the Issuer. The Escrow Agent is hereby authorized to carry out, on behalf of the Issuer, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, the Purchaser and Bond Counsel are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities described therein, including, if necessary, the subscription for United States Treasury Securities – State and Local Government Series.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on October 1, 2029, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on October 1, 2028, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

Section 302. Selection of Bonds to be Redeemed.

Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such

redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the State Treasurer. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain public improvements, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Improvement and Refunding Bonds, Series 233.
- (b) Debt Service Account for General Obligation Improvement and Refunding Bonds, Series 233 (within the Bond and Interest Fund).
- (c) Rebate Fund for General Obligation Improvement and Refunding Bonds, Series 233.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

In addition to the Funds and Accounts described above, the Escrow Agreement establishes the following Funds and Accounts to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement:

- (a) Escrow Fund for Refunded Bonds.
- (b) Costs of Issuance Account for General Obligation Improvement and Refunding Bonds, Series 233.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) The sum of \$_____ shall be deposited in the Improvement Fund.
- (c) The sum of \$_____ shall be transferred to the Escrow Agent for deposit in the Costs of Issuance Account and applied in accordance with the Escrow Agreement.
- (d) The remaining balance of the proceeds derived from the sale of the Bonds shall be transferred to the Escrow Agent and deposited in the Escrow Fund and applied in accordance with the Escrow Agreement.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the governing body of the Issuer; (b) paying interest on the Bonds during construction of the Improvements; (c) paying Costs of Issuance; (d) transferring any amounts to the Rebate Fund required by this *Article V*; and (e) retiring the Refunded Notes.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section; (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any

Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds

and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Escrow Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, be credited to the Debt Service Account.

Section 508. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will apply moneys in the Escrow Fund to purchase the Escrowed Securities and to establish an initial cash balance in accordance with the Escrow Agreement. The cash and Escrowed Securities held in the Escrow Fund will be applied by the Escrow Agent solely in the manner authorized by the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Escrow Agreement.

Section 509. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Bonds and the creation of the Escrow Fund, the Issuer shall obtain a Verification Report from an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and obligations required to be deposited with the Escrow Agent pursuant to this *Article V* and the Escrow Agreement, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds in accordance with the Escrow Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of

any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Article III** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys

shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor, Clerk and Director of Resource Management are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution

shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of

receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on June 16, 2020.

(SEAL)

Mayor

ATTEST:

City Clerk

EXHIBIT A
(FORM OF BONDS)

**REGISTERED
NUMBER** __

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF OLATHE
GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BOND
SERIES 233**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: July 16, 2020**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Olathe, in the County of Johnson, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing October 1, 2020 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s)

for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Improvement and Refunding Bonds, Series 233,” aggregating the principal amount of \$[PRINCIPAL AMOUNT] (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.*, K.S.A. 12-685 *et seq.*, K.S.A. 12-6a01 *et seq.*, Charter Ordinance No. 74 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain public improvements, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity, as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the

Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor, and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF OLATHE, KANSAS

[(Facsimile Seal)]

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement and Refunding Bonds, Series 233, of the City of Olathe, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Treasurer of the State of Kansas,
Topeka, Kansas
as Bond Registrar and Paying Agent

By: _____

Registration Number: _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Olathe, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of July 16, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
City Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
Treasurer of the State of Kansas

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Emily Vincent

SUBJECT: Consideration of Ordinance No. 20-23 authorizing issuance of industrial revenue bonds for the KidsTLC, Inc. project.

ITEM DESCRIPTION:

Consideration of Ordinance No. 20-23 authorizing issuance of industrial revenue bonds for the KidsTLC, Inc. project.

SUMMARY:

KidsTLC, Inc. ("TLC") is a Kansas not-for-profit 501 (C) (3) corporation which provides an emergency shelter and related services for abused and neglected children from infancy through age 18 at its Olathe facilities along South Rogers Road.

The City has received from KidsTLC, Inc., a Kansas not-for-profit corporation, a request for the issuance by the City of industrial revenue bonds in two series in the aggregate principal amount of \$7,000,000.

The bonds will be issued to fund various projects for KidsTLC, including pending acquisition and improvement of facilities located at 480 S. Rogers Rd. and other KidsTLC facilities at 400 through 620 S. Rogers Rd., all in the City of Olathe, Kansas. An expansion project is planned on 6 acres of land adjacent to the existing campus along with an approximately 33,000 sq. ft. building.

It is intended that the interest on the bonds be exempt from federal and state income taxation.

Because TLC is a tax-exempt entity and the bonds will be used for a tax-exempt purpose, TLC is not requesting a real property tax abatement with the issuance of the bonds.

A report on this project was on the May 5th Council Agenda.

A TEFRA (Tax Equity and Fiscal Responsibility) hearing was held on May 13th.

FINANCIAL IMPACT:

All costs related to the issuance of the bonds will be paid by KidsTLC, Inc.

ACTION NEEDED:

Approve the ordinance.

ATTACHMENT(S):

Attachment A: Application

Attachment B: Ordinance No. 20-23



CITY OF OLATHE, KANSAS
APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS
(IRB)
Existing Olathe Company

This application is submitted in conformance with the city's tax abatement policy. It is understood that the city may require in lieu payments for property which becomes tax exempt. The attached sheet(s), if any, are submitted as Exhibit A of this application. This application must be submitted within sufficient time to meet procedural requirements of the abatement policy, (refer to the tax abatement calendar).

A non-refundable \$2,000 application / filing fee must accompany this application. If bonds are issued, the City will require an issuance fee of .0025 of the first \$40 million of bonds issued plus .0020 of the amount of bonds issued in excess of \$40 million (issuance fee shall not be less than \$2,500). For warehouse distribution or logistics-type projects the City will require an issuance fee of .0030 of the par amount of bonds being issued (which amount shall not be less than \$2,500). Additionally, the applicant shall be responsible for bond counsel fees, trustee fees and other fees associated with the issuance of the bonds. See Section 6 of Resolution No.19-1071 and contact Bond Council for a more detailed explanation of the fees.

KidsTLC, Inc.

Applicant's Name

EDugan@kidstlc.org

913-764-2887

Applicant's Email Address

Telephone Number

480 S Rogers Road Olathe, KS 66062

Applicant's Address

Dr. Erin Dugan, President and CEO

913-324-3604

Name and Title of Responsible Officer/Contact

Telephone Number

480 S. Rogers Road, Olathe, Kansas 66062

Address (if other than corporate address)

480 S. Rogers Road, Olathe, Kansas 66062

Attorney for Applicant

Gary Church

913-324-3609

Attorney's Email Address

Telephone Number

480 S. Rogers Road, Olathe, Kansas 66062

Attorney's Address

Kansas City Financial Corporation / UMB Bank, N.A.

Bond Purchaser/Underwriter for Applicant

7109 W 80th Street, Overland Park, KS 66204

Bond Purchaser/Underwriter's Address

Telephone Number

Gilmore & Bell, P.C. - Scott Waller

Bond Counsel for Applicant

2405 Grand Boulevard Suite 1100 Kansas City Missouri 64108

816-221-1000

Bond Counsel's Address

Telephone Number

I. BUSINESS INFORMATION

- A. In what line or lines of business is the applicant engaged?

KidsTLC, Inc. is a non-profit 501c3. KidsTLC, Inc. provides services addressing mental and behavioral health, developmental trauma and autism. KidsTLC also provides family support and training. Additional information regarding KidsTL is available at: <https://www.kidstlc.org/about-kidstlc/why-kidstlc/>

- B. Is the applicant (or its parent) a proprietorship, partnership, or corporation (LLC)?

Corporation (LLC)

- C. Year and State of incorporation 1970 Kansas

If proprietorship, partnership, or close corporation, list the names of owners and the approximate amounts owned by each of its principal stockholders.

n/a

- D. List the names and titles of the officers of the applicant firm:

Erin Dugan - President & CEO, Mary Lynn Thomas - CFO, Mark Siegmund, CCOO, Shannon Wickliffe, CDO

- E. Are you pursuing an other incentives offered by another government entity? No
If yes, please indicate below what the other incentives are.

II. THE PROJECT

Briefly describe the nature of the proposed project, including information as to the structure itself (size of building, amount of land to be purchased, etc.), whether it is an expansion of an existing facility or the construction of a new facility, and what products or services are to be manufactured or provided there.

The project includes an expansion project by acquisition of approximately 6 acres of land adjacent to the applicant's existing campus together with an approximately 33,000 sq. ft. building thereon and related improvements and FF&E, as well as additional capital improvements. The plan of finance may also include refinancing of the \$1,686,732 outstanding City of Olathe, Kansas Lease Revenue Bonds (KidsTLC Project) Series 2013 which financed wellness center project construction and improvements on the existing KidsTLC campus. Approximate costs of the 2020 project are listed below.

A. Approximate amount requested for:

Land (Attach a legal description of property as <u>Exhibit A</u>)	\$ 1,000,000
Building	\$ 4,600,000
Machinery and Equipment	\$ 1,260,000
Pollution Control Facilities	\$
Other Costs*	\$ 140,000
Total	\$ 7,000,000

* State other costs:

Additionally, the applicant may fund capitalized interest, debt services reserves and issuance costs using bond proceeds or other available funds.

B. Does the applicant, or its parent, presently have offices or industrial facilities located in Olathe, Kansas?

Yes If yes, please describe below.

KidsTLC's operations are based out of the campus facility ranging from 480 S Rogers Road Olathe Kansas to 620 S. Rogers Road, Olathe Kansas 66062 . Adjunct offices are located at 401 S. Clairborne Olathe Kansas

C. Will you be relocating from your existing Olathe facilities to new facilities constructed by this project?

No If yes, what will you be doing with your existing facilities after relocating?

This is a expansion plan - there is some consideration to closing the 401 S. Clairborne location, which is currently primarily being used for expanded office space. The final plans are to be determined.

D. Where is the location of the project?

400 S Rogers Rd to 620 S. Rogers Road, Olathe, Kansas 66062. 400 S Rogers is the expanded location

E. Is the prospective location properly zoned? Yes

If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

Present zoning is understood to be permissible for existing operations

F. Describe the type of buildings to be constructed and type of machinery and equipment to be financed:

Acquisition of land and existing building for renovation to become additional facilities of the applicant to be used for the applicant's mission, including without limitation to provide 50 additional beds for the Psychiatric Residential facility which serves children from ages 5 to 18 years of age.

G. Will the applicant be in direct competition with other local firms? No

If yes, name the firms and describe the nature of the competition:

KidsTLC does not believe they will be in direct competition with other local firms, as KidsTLC is the only PRTF in Johnson County that provides these services.

H. Are adequate public streets and utilities available to the proposed site? Yes

I. Specify if unusual demands for water and sewer will be made:

None

J. Per the City IRB policy, an applicant is required to use City of Olathe solid waste service upon the start of the abatement period. Please indicate that you understand this requirement by answering yes: Yes

If you have a current existing contract with another contractor, please indicate below when that will expire. If you have any extenuating circumstances that would result in the City not being able to adequately serve your needs, please indicate those below:

K. What percentage of usable floor space will be occupied by applicant? 100%

What percentage will be occupied by other occupants? _____ If known, indicate each occupant below:

L. Name and address of construction contractor and/or architect:

This is still to be determined as bids are being placed for this contract.

M. How many persons will be employed at the project? 392

Will this project represent an increase in employment opportunities in Olathe, Kansas? Yes

** Please complete Appendix I on page 10.*

N. Briefly describe the approximate number of persons to be employed by the project at all levels.

(e.g. - management, office, skilled and unskilled):

In addition to the current staffing of 244 , we anticipate hiring an additional 148 people

O. What dollar amount and percentage of the applicant's total projected annual sales for the next ten (10) years, is expected to be generate by the project?

Approximately \$9M dollars a year will be generated for the expansion of this program and is expected to maintain this over the next 10 years. This represents approximately 37% of our annual sales

P. What percentage of sales will be sold locally? n/a Is this percentage increasing, decreasing, or remaining stable from the current trend? Remaining stable

Q. What is the estimated annual amount of merchandise and services purchased locally by the applicant?
n/a

R. Is there likelihood for expansion of the proposed facility within three (3) years? No
If such expansion is contemplated, please describe below:

III. FINANCING

A. Have arrangements been for the marketing of the bonds? Yes

If yes, please proceed to answer 1 - 7.

If no, please proceed to answer 8 - 12.

1. Describe interest rate structure and term of bonds below:
Adjustable rates fixed for five year periods and reset by formula

2. Will the applicant pledge any assets other than the project itself to secure the bonds?

•Yes - pledge certain gross revenues and certain real mortgaged property (to be determined), subject and subordinate to certain permitted encumbrances, including a lien on certain receivables granted to an existing lender

3. Will a bond and interest reserve be provided for? No If yes, state amount and source of funding.

4. Does the applicant have any major contractual arrangements that would tend to assure, or be a detriment to, the successful financing and marketing of the proposed bonds? No If yes, describe below:

5. Has a bond underwriter determined whether or not the bonds are marketable? No

If yes, describe its determination below:

n/a Private Placement

6. Indicate whether bonds will be publicly or privately placed. Privately

7. Does the applicant, or its parent, intend to purchase all or any part of the proposed bond issue?
NO

8. What portion of the project will be financed from funds other than bond proceeds, and what is the source of such funds?

KidsTLC anticipates 100% of the project will be funded over the next 5 years from a Capital Campaign fund that will begin later this year. This bond will be used for initial capital acquisition to allow for the development and expansion of our services.

9. What will be the applicant's equity investment? Please describe:

KidsTLC anticipates equity and additional contributions may become available within the next few years to help fund the project. The amounts to be received are not yet known. The bonds may include redemption features allowing pre-payment to the extent of pledged contributions that may be received in the future.

10. Has the applicant considered conventional financing? Yes

11. Indicate name of primary officer, institution name, and address of trustee and/or fiscal agent.

Doug Hare UMB Bank, N.A., as bond trustee, 928 Grand Boulevard, 12th Floor

12. Proposed date of issuing bonds: June 2020

B. List below previous participation in IRB financing:

\$1,250,000 - March 2010

\$4,250,000 - August 2013

Prior to the contractor starting construction on the project, the applicant shall notify the City Clerk whether or not to proceed with an application for a sales tax exemption from the state of Kansas. Prior to, or at completion, of the project, the applicant shall inform the City Clerk to proceed with the issuance of the industrial revenue bonds and filing with the state board of tax appeals for a tax abatement on the project.

V. TAXES

A. What is the requested tax abatement term in years? n/a Percentage requested
 %

B. If a Fixed PILOT payment is proposed for the project, please outline proposed structure:

- C. Under normal circumstances, the City will require payment in lieu of payments for property which becomes tax exempt. If tax abatement is requested, please describe special features or benefits of the project, which would justify tax abatements at the requested percentage and term. Include information about other local revenues associated with the project, such as sales taxes and franchise fees.

VI. CERTIFICATION OF APPLICANT

Applicant understands and agrees to pay all fees described on Page 1 of this application.

Applicant agrees to comply with the provisions of Chapter 2.82 of the Olathe Municipal Code (the "Code") regarding Public Art for the Project, or to pay the necessary payment to the City's Public Art Fund.

It is understood that a performance agreement shall be required, as set forth in the City's tax abatement policy, for applications requesting tax abatement. I hereby swear that the foregoing and attached information dated this 23rd day of April 2020, is true and correct to the best of my knowledge.

Applicant understands that the City reserves the right to ask for additional financial information, including, but not limited to financial reports, credit ratings, shareholder reports, on-going litigation information and proforma statements.

Signed 
Name

By 
Title of Responsible Officer

APPENDIX I*
EMPLOYMENT INFORMATION
APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

State law requires a fiscal impact analysis be performed prior to the issuance of a tax abatement. Information provided in sections below of Appendix I is essential in order for the city to meet this requirement.

Current number of employees at firm's present site. ²⁴⁴ _____

Occupational Classification	Total	Average Starting Wage	Average Maximum Wage	Number By County of Residence *
Administrative Support Workers	20	\$14.16 hourly	\$63,000 annual	Johnson See Attachment 10 Other 10
Executive/Senior Level Officials and Managers	4	\$120,000 annual	\$225,000 Annual	Johnson 3 Other 1
First/Mid-Level Officials and Managers	37	\$35,000 annual	\$120,000 Annual	Johnson 23 Other 14
Professionals	44	\$20.76 hourly	\$70,000 annual	Johnson 26 Other 18
Sales Worker	3	\$28 hourly	\$62,000 annual	Johnson 3 Other 0
Service Workers and Technicians	136	\$13.50 hourly	\$55,000	Johnson 69 Other 67

Exhibit "A"

Legal Description

Real property in the City of Olathe, County of Johnson, State of Kansas, described as follows:

TRACT 1:

ALL THAT PART OF TRACT B, BLOCK 1, HAVENCROFT INDUSTRIAL PARK, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT B; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 472.12 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID TRACT 418.39 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID TRACT 571.42 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTHERLY ALONG THE WESTERLY LINE 430 FEET TO BEGINNING.

TRACT 2:

THE SOUTH 12 FEET OF THE NORTH 212 FEET OF THE EAST 472.12 FEET OF TRACT B, BLOCK 1, HAVENCROFT INDUSTRIAL PARK, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS.

TRACT 3:

A NON-EXCLUSIVE EASEMENT FOR DRIVEWAY AND UTILITIES FOR THE BENEFIT OF TRACTS 1 AND 2, AS CREATED BY THE DRIVEWAY AND UTILITY EASEMENT DATED JULY 8, 1969, FILED JULY 10, 1969, AS FILE NO. 834413, IN MISC. BOOK 197, AT PAGE 557, OVER, UNDER AND ACROSS THE LAND DESCRIBED AS FOLLOWS:

THE SOUTH 10 FEET OF THE NORTH 222 FEET OF THE EAST 472.12 FEET OF TRACT B, BLOCK 1, HAVENCROFT INDUSTRIAL PARK, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

APN: DP30100001 000B4

(Summary on last page of this document
to be published in *The Gardner News* on Wednesday, June 24, 2020)

ORDINANCE NO. 20-23

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF OLATHE, KANSAS OF ITS LEASE REVENUE BONDS (KIDSTLC, INC. PROJECT), IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000, TO PROVIDE FUNDS TO ACQUIRE, CONSTRUCT AND EQUIP A PROJECT FOR KIDSTLC, INC. AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the City of Olathe, Kansas (the “City”) is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (collectively, the “Act”), to issue revenue bonds, the proceeds of which shall be used for the purpose of paying all or part of the cost of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling facilities for agricultural, commercial, hospital, industrial, natural resources, recreational development and manufacturing purposes and to enter into leases or lease-purchase agreements with any person, firm or corporation for such facilities; and

WHEREAS, pursuant to the Act, the City proposes to issue in the aggregate principal amount of \$7,000,000 its (a) Lease Revenue Bonds (KidsTLC, Inc. Project) Series 2020A, dated the date of their initial issuance, in the principal amount of \$6,000,000 (the “Series 2020A Bonds”) and (b) Taxable Lease Revenue Bonds (KidsTLC, Inc. Project) Series 2020B, dated the date of their initial issuance, in the principal amount of \$1,000,000 (the “Series 2020B Bonds” and together with the Series 2020A Bonds, the “Bonds”), for the purposes of (1) acquiring, constructing and equipping certain physical and mental health facilities of KidsTLC, Inc., a Kansas not-for-profit corporation (the “Corporation”), and (2) paying certain costs of issuance, all as further described in the hereinafter referred to Bond Indenture and Lease Agreement; and

WHEREAS, the Bonds will be issued under a Bond Trust Indenture (the “Bond Indenture”), by and between the City and UMB Bank, N.A., as bond trustee (the “Bond Trustee”); and

WHEREAS, simultaneously with the execution and delivery of the Bond Indenture, the Corporation will enter into a Base Lease Agreement (the “Base Lease Agreement”), by and between the Corporation, as lessor, and the City, as lessee, to lease the Project (as defined in the Bond Indenture) to the City; and

WHEREAS, simultaneously with the execution and delivery of the Bond Indenture and the Base Lease Agreement, the City will enter into a Lease Agreement (the “Lease Agreement”), by and between the City, as lessor, and the Corporation, as lessee, pursuant to which the Project will be acquired, constructed and equipped and pursuant to which the City will lease the Project to the Corporation, and the Corporation will agree to pay Basic Lease Payments (as defined in the Bond Indenture) sufficient to pay the principal of and premium, if any, and interest on, the Bonds; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City execute and deliver certain documents and that the City take certain other actions as herein provided;

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

Section 1. Findings and Determinations. The City hereby makes the following findings and determinations with respect to the Corporation and the Bonds to be issued by the City, based upon representations made to the City:

- (a) The Corporation has properly requested the City's assistance in financing the costs of the Project;
- (b) The issuance of the Bonds for the purpose of providing funds to finance the costs of the Project is in furtherance of the public purposes set forth in the Act; and
- (c) The Bonds are being issued for a valid purpose under and in accordance with the provisions of the Act.

Section 2. Authorization of the Bonds. The City is hereby authorized to issue the Bonds in the aggregate principal amount of \$7,000,000, which shall be issued under and secured by and shall have the terms and provisions set forth in the Bond Indenture. The Bonds shall bear interest at adjustable interest rates as provided in the Bond Indenture, and shall mature in principal installments with final maturity dates in a year not after the year 2050, and shall have such redemption provisions, including premiums, and other terms as set forth in the Bond Indenture. The final terms and number of series of the Bonds shall be specified in the Bond Indenture upon the execution thereof, and the signatures of the officers of the City executing such Bond Indenture shall constitute conclusive evidence of their approval and the City's approval thereof.

Section 3. Limited Obligations. The Bonds shall be special, limited obligations of the City payable solely from the sources and in the manner as provided in the Bond Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Bond Indenture) to the Bond Trustee and in favor of the owners of the Bonds, as provided in the Bond Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State of Kansas (the "State") or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Lease Agreement and the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. No breach by the City of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the City or any charge upon its general credit or against its taxing power.

Section 4. Authorization and Approval of Documents. The following documents are hereby approved in substantially the forms presented to the City (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver each of such documents (the "City Documents") with such changes therein (including the dated date thereof) as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval and the City's approval thereof:

- (a) Bond Indenture providing for the issuance thereunder of the Bonds and setting forth the terms and provisions applicable to the Bonds, including a pledge and assignment by the City of the Trust Estate to the Bond Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Bond Indenture;
- (b) Base Lease Agreement under which the Corporation will lease to the City the property financed and refinanced with the proceeds of the Bonds in consideration of the City's deposit of the proceeds of the Bonds into the funds described in the Bond Indenture;

(c) Lease Agreement under which the City will make the proceeds of the Bonds available to the Corporation for the purposes herein described in consideration of payments which will be sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds; and

(d) Tax Compliance Agreement among the City, the Corporation and the Bond Trustee, pursuant to which the requirements relating to the federal tax status of the Series 2020A Bonds are set forth.

Section 5. Execution of Bonds and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds by manual or facsimile signature and to deliver the Bonds to the Bond Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Bond Indenture. The Mayor of the City is hereby authorized and directed to execute and deliver the City Documents for and on behalf of and as the act and deed of the City. The City Clerk or the Deputy City Clerk of the City is hereby authorized and directed to attest, by manual or facsimile signature, to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. Further Authority. In connection with the issuance of the Bonds, and at any time in the future in connection with the Bonds or any other bonds issued by the City for the benefit of the Corporation, the City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such other documents, certificates, notices and instruments, including, without limitation, any amendments of existing documents for the Bonds or other bonds issued by the City for the benefit of the Corporation, any purchase contract, credit enhancement and security documents, arbitrage certificate, closing certificates and tax forms, as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Bonds may be further separated or combined into different or additional series and subseries of the Bonds. The City Documents may be further separated or combined, which documents as so separated or combined shall constitute "City Documents," and the City may re-designate any series or subseries of the Bonds or otherwise change the designations for any series or subseries of the Bonds

Section 7. Effective Date. This Ordinance shall take effect and be in full force immediately upon its adoption by the Governing Body of the City and publication in the official newspaper of the City.

PASSED by the Governing Body of the City of Olathe, Kansas this 16th day of June, 2020.

Michael E. Copeland
Mayor

[SEAL]

ATTEST:

Brenda Long
City Clerk

(PUBLISHED IN *THE GARDNER NEWS* ON WEDNESDAY, JUNE 24, 2020)

SUMMARY OF ORDINANCE NO. 20-23

On June 16, 2020, the Governing Body of the City of Olathe, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF OLATHE, KANSAS OF ITS LEASE REVENUE BONDS (KIDSTLC, INC. PROJECT), IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000, TO PROVIDE FUNDS TO ACQUIRE, CONSTRUCT AND EQUIP A PROJECT FOR KIDSTLC, INC. AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

The bonds approved by the Ordinance are being issued in an aggregate principal amount not to exceed \$7,000,000, as part of a plan of finance for the purposes of (1) acquiring, constructing and equipping certain physical and mental health facilities of KidsTLC, Inc., a Kansas not-for-profit corporation (the "Corporation"), and (2) paying certain costs of issuance, all as further set forth in the Bond Indenture and Lease Agreement described in the Ordinance. The bonds shall be special, limited obligations of the City payable from lease payments to be made by the Corporation in amounts sufficient to pay the principal of and redemption premium, if any, and interest on the Bonds. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State of Kansas (the "State") or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Lease Agreement and the Bond Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 100 East Santa Fe Street. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at <http://www.olatheks.org/government/city-clerk/public-notice>.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State.

DATED: June 16, 2020

Ronald R. Shaver
City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Resource Management
STAFF CONTACT: Dianna Wright/Emily Vincent
SUBJECT: Report on 2021 Community Development Block Grant (CDBG) funding recommendations.

ITEM DESCRIPTION:
Report on 2021 Community Development Block Grant (CDBG) funding recommendations.

SUMMARY:

The City of Olathe has a long-standing cooperative agreement with Johnson County for receiving CDBG funds. As a result of the agreement, the City of Olathe receives 41% of the County's CDBG funds. The projected 2021 allocation amount is estimated to be \$328,000. The City of Olathe and Johnson County utilize the same CDBG application, guidelines and procedures. Olathe is responsible for advertising CDBG grant funding availability, conducting a public hearing, which took place April 21, 2020, overseeing the Olathe application and review process, and making funding recommendations. Olathe received seventeen grant applications, and on May 29, 2020 grant applicants were given an opportunity to present their proposals to a review committee comprised of city staff and community individuals. Recommendations from the committee are as follows;

Public Facilities and Housing -

- City of Olathe Full-Time Community Enhancement Office to conduct inspections on private property in identified low to moderate income areas. \$81,000
- City of Olathe Sidewalk Gap Program that constructs missing sidewalk links and replaces sidewalk ramps to meet ADA requirements in older parts of the City. This specific location would improve pedestrian mobility in the neighborhood that feeds into the neighboring Washington Elementary School and Santa Fe Trail Middle school. \$94,800
- City of Olathe Housing Rehab Program Administration to help maintain property values and neighborhood quality for low to moderate income eligible homeowners by addressing safety issues, age and disrepair. The administration costs cover employee salaries, benefits, office supplies, software, and marketing costs. \$80,000
- Friends of Johnson County Development Services (JCDS) to make accessibility modifications to a 5-bedroom home they own and operate in Olathe. Modifications include widening doorways and remodeling bathrooms. \$23,000

Public Services -

- City of Olathe Taxi Coupon Program to provide safe reliable, door to door transportation service for lower income, older adult, and disabled citizens to destinations within the City of Olathe. Through an RFP proposal a transportation company is selected to service this program and an electronic card system is used to document the usage. \$28,200

MEETING DATE: 6/16/2020

- Catholic Charities on Northeast Kansas Olathe Family Support Center to assist with supporting stable housing to prevent homelessness for low to moderate income households in the City of Olathe through rental and utility assistance. \$11,300
- Salvation Army Emergency and Homeless Prevention Program to provide assistance to qualifying Olathe residents. Assistance includes past due rent/utility payments to encourage stability and prevent homelessness. \$9,700

If additional funds are allocated by the federal government, the committee is recommending the public services funds be disbursed between all three public service programs and the public facility and housing funds be disbursed to the City of Olathe Sidewalk Gap program. If funds are reduced by federal government, the committee recommends the funds be reduced between the same programs just listed.

FINANCIAL IMPACT:

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

ACTION NEEDED:

Accept the report.

ATTACHMENT(S):

None.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Resource Management

STAFF CONTACT: Dianna Wright/Amy Tharnish

SUBJECT: Report on 2019 external audit and Comprehensive Annual Financial Report.

ITEM DESCRIPTION:

Report on 2019 external audit and Comprehensive Annual Financial Report.

SUMMARY:

The CPA firm of Allen, Gibbs & Houlik, L.C. (AGH) has completed the City's annual audit for the year ended December 31, 2019. The audit addressed items contained in the attached documents: Comprehensive Annual Financial Report (CAFR), Single Audit Report, and Auditor Communications.

AGH has issued an unqualified opinion of the City's financial statements. This means that the financial statements are presented fairly in all material respects.

The City has received the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for the 2018 CAFR and is submitting the 2019 CAFR for review in this program. The City has been recognized with this award for the past 41 consecutive years.

The CAFR is included as an electronic attachment. Bound copies will be available at the Council Meeting on June 16th. An electronic copy of the CAFR will be available on the City's website after the Council Meeting.

The Single Audit Report addresses the City's compliance with federal grants. There were no financial statement findings.

Auditor Communications is a summary of the audit for the Mayor, Council, and Management as required by auditing standards.

A representative of AGH will be present at Tuesday night's meeting to answer any questions regarding these reports.

FINANCIAL IMPACT:

No direct impact; however, the unqualified opinion is critical for ensuring that the City maintains its favorable bond ratings.

ACTION NEEDED:

Receive reports, no action required.

ATTACHMENT(S):

A: Comprehensive Annual Financial Report (CAFR)

MEETING DATE: 6/16/2020

B: Single Audit Report

C: Auditor Communications

City of Olathe, Kansas

2019 Comprehensive Annual

Financial Report

For Year Ended December 31, 2019



City of Olathe, Kansas

Comprehensive Annual Financial Report

Year Ended December 31, 2019

Principal Officials

Mayor

Michael Copeland

City Council

John Bacon

Karin Brownlee

Larry Campbell

Wesley McCoy

Jim Randall

Marge Vogt

City Manager

J. Michael Wilkes

Assistant City Manager

Susan E. Sherman

City Clerk

Emily Vincent

Legal Counsel

Ronald R. Shaver

Prepared by Department of Resource Management

Dianna Wright, Director Resource Management

Amy Tharnish, CPA, Assistant Director Finance Services

Loretta Morgan, Accounting Manager

Scott McDonald, Senior Accountant



City of Olathe, Kansas
Comprehensive Annual Financial Report
Year Ended December 31, 2019

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Introductory Section



June 8, 2020

Honorable Mayor, Members of the City Council, and Citizens of the City of Olathe, Kansas

Finance Services is pleased to present the Comprehensive Annual Financial Report (CAFR) of the City of Olathe, Kansas (the City), for the fiscal year ended December 31, 2019.

The responsibility for accuracy, completeness, and fairness of the data presented, including all disclosures, rests with the City. We believe the report, as presented, is accurate in all material aspects and is presented in a manner designed to fairly set forth the financial position and results of the City, on a Government-wide and Fund basis. It is our belief that all disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included. To enhance the reader's understanding of these financial statements, note disclosures have been included as an integral part of this document.

This report was prepared by the City's Finance Services staff in accordance with generally accepted accounting principles (GAAP), which are uniform minimum standards and guidelines for financial accounting and reporting in the United States. This report is intended to provide sufficient information to permit the assessment of stewardship and accountability and to demonstrate legal compliance.

The City's financial statements have been audited by Allen, Gibbs, & Houlik (the Auditor) as required by K.S.A. 75-1122. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City for fiscal year ended December 31, 2019 are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The Auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended December 31, 2019, are fairly presented in conformity with GAAP. The Auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City was part of a broader, federally mandated "Single Audit" designed to meet the special needs of Federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and compliance with legal requirements involving the administration of federal awards. These reports are available in the City's separately issued Single Audit Report. The costs of a control should not exceed the benefits to be derived. The objective is to provide reasonable, rather than absolute assurance, that the financial statements are free of any material misstatements.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the Auditor.

In evaluating the City as a reporting entity, management has considered all potential component units. Determination of whether an entity is controlled by, or dependent on, the City is made on the basis of budget adoption, taxing authority, outstanding debt secured by revenues or general obligations of the City, or the City's obligation to fund any deficit that may occur. As required by GAAP, the City has included the Olathe Public Housing Authority's activities in its financial statements as a discretely presented component unit.

Profile of the City

Olathe has always been an important destination – just as it is today. Among its earliest visitors were those who traveled the Santa Fe Trail, whether they were turn-of-the-century freighters ferrying cargo to the Southwest, farm families on the move to Oregon, or stagecoach travelers stopping at Mahaffie Stagecoach Stop and Farm while making their way west. Olathe played a vital role in Western expansion as the site where three historic trails – the Santa Fe, Oregon, and California trails – converged.

The City was founded in 1857. Its name was derived from the Shawnee Indian word for “beautiful” and is pronounced “o-LAY-tha.” The City operates under a Council-Manager form of government. The mayor is elected at-large for a four-year term. Four of the six council members are elected on a non-partisan basis by wards for four-year terms. The other two council members are elected on a non-partisan basis by the city at large for a four-year term. The City Manager is appointed by the Mayor and City Council as the chief administrative officer of the City and is charged with the efficient and effective administration of the City.

As a city in a free state, Olathe was the scene of Civil War clashes. After the war, businesses opened, churches and cultural centers were built, and the community flourished. Olathe is home to Mid-America Nazarene University, the largest private college in the State, and the Kansas School for the Deaf, a 15-acre campus founded in 1861. Today, Olathe is a full-service community operating its own water, wastewater, and refuse programs as well as a full array of public safety, public works, and development and support services.

Olathe has encountered tremendous growth over the last several decades and evolved into the dynamic community it is today. Olathe is the county seat of Johnson County, Kansas, the Greater Kansas City area’s most affluent and fastest-growing county. Olathe’s strong and steady growth began about 50 years ago. Olathe was still a small, rural town in the 1960s with a population of just over 10,000. Olathe began to experience a tremendous amount of growth that continues today; adding nearly 30,000 new residents between 1990 and 2000. The City estimates the 2018 population to be 141,116 making it the second largest city in Johnson County and the fourth largest city in the State. Olathe has blossomed not only into a full-blown city, but also a strong suburban community in the southwest portion of the metropolitan Kansas City area.

The City is also financially accountable for a legally separate housing authority; which is reported as a component unit in the City’s financial statements.

Expenditures are authorized in a budget, approved by the City Council, as required by State Statute. Expenditures cannot exceed the budgeted amount for each fund. Budgetary control is maintained through the use of an encumbrance system. As purchase orders are issued, corresponding amounts of appropriations are reserved with the use of encumbrances, for later payment, so that appropriations may not be overspent. Kansas Statutes also require unencumbered cash to be on hand before an obligation can be incurred. Budget-to-actual comparisons are provided in this report for each individual fund for which an appropriated budget has been adopted.

Factors Affecting Financial Condition

Local economy The City is a fast-growing community with an average of over four new residents every day. The recent expansion of industrial and commercial businesses provides new jobs for local and regional residents. The City has transformed from a bedroom community into a force in the Kansas City Metropolitan Area. It continues to be an attractive location for both families and businesses. Some recent City awards include Tree City USA designation for the 37th consecutive year, 2019 Top 100 Healthiest Workplaces, 2019 Healthiest Employer by the Kansas City Business Journal, Gold Level Healthy KC Certified, American Public Works Association Reaccreditation, and Commission on Fire Accreditation International Accredited Agency. At the end of 2019, the City’s unemployment rate was 2.2% compared to 3.8% for the State of Kansas and the national rate of 4.0%.

Long-term financial planning The City prepares a five-year Capital Improvement Plan (CIP). The CIP includes estimated costs for constructing, upgrading, and replacing the City’s physical infrastructures. The fiscal

year 2019-2023 CIP includes project costs totaling an estimated \$434 million. Of the \$124 million of funding for 2019, 54% is projected to come from funding sources other than General Obligation Debt (i.e., cash and intergovernmental revenues). In preparing the capital budget, needs are assessed, public improvements are prioritized, and costs are projected. This budget is reviewed biannually as projects are re-prioritized and the financial condition of the City is evaluated. The City has been building fund balance in the Debt Service Fund for several years. This will keep the mill levy rate fairly constant as several major projects are bonded (Indian Creek Library, Street Reconstruction, 143rd Street, Pflumm to Quivira, and the Lake Olathe/Park Master Plan).

In addition to the infrastructure projects contained in the CIP, the City works closely with the Olathe Chamber of Commerce to aggressively promote economic development by attracting companies to locate or relocate facilities to Olathe. Retail Manufacturing/Warehouse and Office development continues to grow throughout the City. In 2019, nearly 1,559,000 square feet of new space opened for an investment of \$148 million. Through economic initiatives, approximately 2,900 jobs were created or retained in 2019. Example of retail projects in 2019 include:

- Olathe Library - \$19 million investment.
- Holiday Inn Express - \$11 million investment
- Courtyard by Marriott - \$12 million investment
- Bank of Blue Valley - \$2 million investment
- CarMax - \$5 million investment
- Home Advisors / Angie's List - \$9.5 million investment.
- Medical office 119th & Ridgeview - \$2 million investment
- Honeywell - \$20 million investment
- Faith Technologies* - \$38.5 million investment

Relevant financial policies The Organizational Scorecard (Scorecard) is a tool that helps to align business activities with strategic priorities. It allows management to plan and monitor program results from four perspectives: Satisfied Customer, Financially Strong, Effective Organization, and Engaged Workforce. The City's Scorecard helps manage progress toward strategic targets, promote continuous improvement in efficiency, and provide better service delivery and value for tax dollars invested.

Fiscal principles have also been established to ensure the City meets its responsibility to citizens to carefully account for public funds, manage municipal finances wisely, and plan for adequate funding of City services and improvements. These principles provide the framework for day-to-day decision making and are the foundation for long term financial stability. Fiscal principles are reviewed by the City Manager and finance staff on a periodic basis to ensure the City is prepared for changing circumstances and economic conditions. The fiscal principles are listed below.

1. The City will continuously evaluate its financial position to ensure stability of the City to its citizens.
2. The City will minimize the use of long-term debt to finance major projects to avoid placing debt on future tax payers.
3. The City will provide a balanced revenue structure which is responsive to economic conditions.
4. The budget will be prepared in a way that all current revenues will pay the costs of all current expenditures (balanced budget).
5. The City Council will hold public hearings which will allow public input on budgetary spending.
6. The budget will establish legal fund level spending limits.
7. The budget will establish maintenance reserves to allow for maintenance of capital assets.
8. The budget will apply one-time cash revenues to non-recurring expenditures.
9. The budget will address major capital improvement priorities which have been prioritized by the City Council.
10. The City will maintain City services through innovative budgeting procedures and fiscal management to maintain the current mill levy rate.

Major initiatives Stewardship has allowed the City to remain on solid financial footing. Being financially resilient has allowed the City to maintain its fund balance at the Council target of 30%. It has met maintaining the mill levy which has been constant since 1990 and remains so in the 2020 budget. It has allowed the City to be viewed very favorably by rating agencies. The City enjoys AA+ rating with Standard and Poor's and Fitch. Stewardship has also led the City to invest in its assets to ensure costs are planned for and controlled over the entire journey rather than draining reserves or neglecting maintenance. In 2014, Olathe voters approved a 3/8 cent sales tax to ensure streets are maintained at the most cost-effective level. The 2020 budget increases cash going to that program to stay ahead of the street maintenance curve.

Providing excellent services at an excellent value has been and continues to be a consistent driver for the City. While citizen satisfaction remains exceptionally high, the trend of employees per 1,000 residents continues to decline. Rather than relying solely on additional manpower, the City has achieved those results through community partnerships, public engagement, fostering a culture of innovation and excellences within its employees, and technology. The 2019 DirectionFinder survey results demonstrate the City continues to be a leader in the Kansas City metro and the nation in overall satisfaction as rated by residents. The survey shows the majority of residents in Olathe (74%) are satisfied with the overall value received for the taxes and fees.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Olathe for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended December 31, 2018. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports.

To be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report (CAFR), whose contents conform to program standards. Such CAFR must satisfy both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. The City has received a Certificate of Achievement for the last 41 consecutive years. We believe our current CAFR continues to conform to the Certificate of Achievement Program requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The Government Finance Officers Association of the United States and Canada (GFOA) awarded an Award for Outstanding Achievement in Popular financial Reporting (PAFR) for fiscal year ended December 31, 2018. This is the first year the City has received this award.

The preparation of this report could not have been accomplished without the professional, efficient and dedicated services of the staff of the Resource Management Department. We want to express our appreciation to all members of the department that contributed to its preparation. Special thanks are extended to Loretta Morgan (Accounting Manager) and Scott McDonald (Senior Accountant), for their primary role in preparation of this CAFR. We would also like to thank the City Council and City Manager for the direction and support necessary to plan and conduct the financial operations of the City in a responsible, sound manner. Finally, we would like to extend the City's thanks to Allen, Gibbs, & Houlik for the cooperation and professional assistance provided during the audit of the City's 2019 financial records.

Respectfully submitted,



Dianna Wright
Director of Resource Management



Amy Tharnish, CPA
Assistant Director of Finance Services



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Olathe
Kansas**

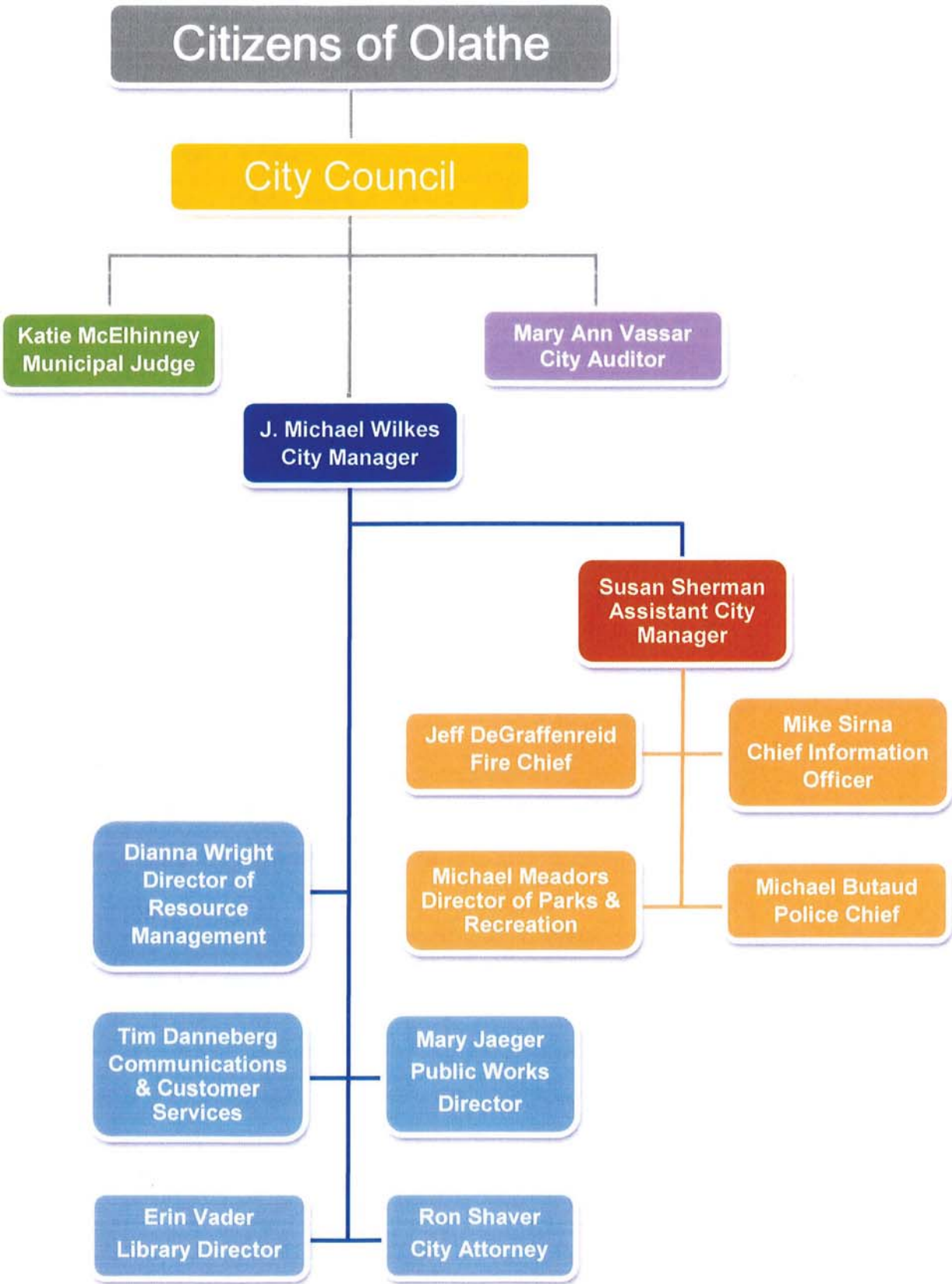
For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

December 31, 2018

Christopher P. Morill

Executive Director/CEO

Organizational Chart



Financial Section

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Members of the City Council
City of Olathe, Kansas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Olathe, Kansas (the City), as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the *Kansas Municipal Audit and Accounting Guide*, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Olathe, Kansas as of December 31, 2019 and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements and schedules and the introductory and statistical sections listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing

In accordance with *Government Auditing Standards*, we have also issued our report dated June 8, 2020 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The

purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government* Auditing Standards in considering City's internal control over financial reporting and compliance.

Allen, Gibbs & Houlik, L.C.
CERTIFIED PUBLIC ACCOUNTANTS

June 8, 2020
Wichita, Kansas



Management's Discussion and Analysis

As management of the City of Olathe (City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2019. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal which can be found on pages iii – vi of this report, the City's basic financial statements which begin on page 17, and the related notes to the basic financial statements which begin on page 35.

Financial Highlights

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources as of December 31, 2019 by \$874,198,596 (net position). Of this amount, \$86,513,864 (unrestricted net position) may be used to meet the City's ongoing obligations.
- The City's total net position increased by \$24,150,180. Governmental donated capital assets were \$10,767,992 and business-type donated capital assets were \$4,445,642. Sales tax decreased \$570,760 from 2018. The reason for the decrease is a large rebate of use tax from a state incentive program.
- As of December 31, 2019, the City's governmental funds reported combined ending fund balances of \$113,429,095, a decrease of \$41,608,277 from the prior year. The primary reasons for the decrease in fund balance of the City's governmental funds were attributable to the payment of refunded bonds in escrow (\$24,710,000) and the increase in capital expenditures from capital projects (\$14,643,822).
- At December 31, 2019, the fund balance for the general fund was \$30,925,240 or 31.3% of general fund revenues.
- The City's total debt, including temporary notes, increased by \$14,181,809 during 2019 to a total of \$425,507,524. The key factor in this increase was issuance of \$54,817,201 of temporary notes.
- The Total OPEB Liability as of the close of 2019 is \$27,399,493.
- The Total KPERS OPEB Liability as of the close of 2019 is \$2,251,032.
- The Net Pension Liability as of the end of the year is \$79,216,778.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned, but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The government activities of the City include general government, public safety, public works, and community services. The business-type activities of the City include water and sewer and solid waste.

The government-wide financial statements include not only the City (known as the primary government), but also the legally separate entity for which the City is financially accountable. Financial information for the discretely presented component unit (Olathe Public Housing Authority) is reported separately from the financial information presented for the primary government.

Fund financial statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between the governmental funds and governmental activities.

The City maintains 19 individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Debt Service Fund, Capital Projects Fund, and Special Tax Financing Fund (debt service), all of which are considered to be major funds. Data from the other 15 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements on pages 90 – 93 of this report.

The City adopts an annual appropriated budget for the General Fund. A budgetary comparison statement has been provided for this fund to demonstrate compliance with this budget.

Proprietary funds

The City maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water and sewer operations and solid waste operation. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its central garage, risk management, vehicle replacement, personal computer replacement activities, and building maintenance. These five services predominantly benefit governmental rather than business-type functions. Therefore, they have been included with the governmental activities in the government-wide financial statements.

Proprietary fund financial statements provide the same type of information as the government-wide financial statements, only in more detail. The internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements on pages 112 – 115 of this report.

Notes to the Basic Financial Statements

The notes to the basic financial statements begin on page 35. They provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of the City's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$874,198,596 at December 31, 2019. The City's net position increased by \$24,150,180. Governmental activities increased net position by \$16,036,914 while business-type activities increased net position by \$8,113,266 in 2019.

City of Olathe, Kansas
Net Position

	Governmental Activities		Business-type Activities		Totals	
	2019	2018	2019	2018	2019	2018
Current and other assets	\$ 278,930,963	\$ 289,584,991	\$ 71,110,817	\$ 73,216,534	\$ 350,041,780	\$ 362,801,525
Capital assets	719,345,960	678,019,607	374,558,837	356,726,341	1,093,904,797	1,034,745,948
Total assets	998,276,923	967,604,598	445,669,654	429,942,875	1,443,946,577	1,397,547,473
Deferred outflows of resources	16,348,283	16,054,290	2,534,253	2,139,376	18,882,536	18,193,666
Long-term liabilities	309,092,160	326,994,318	140,814,941	132,744,120	449,907,101	459,738,438
Other liabilities	81,715,483	51,029,203	1,875,078	1,895,821	83,590,561	52,925,024
Total liabilities	390,807,643	378,023,521	142,690,019	134,639,941	533,497,662	512,663,462
Deferred inflows of resources	54,619,770	52,474,488	513,085	554,773	55,132,855	53,029,261
Net position						
Invested in capital assets	459,371,993	468,020,359	250,360,224	239,764,049	709,732,217	707,784,408
Restricted	69,937,182	116,031,761	8,015,333	7,018,082	77,952,515	123,049,843
Unrestricted	39,888,618	(30,891,241)	46,625,246	50,105,406	86,513,864	19,214,165
Total net position	\$ 569,197,793	\$ 553,160,879	\$ 305,000,803	\$ 296,887,537	\$ 874,198,596	\$ 850,048,416

By far the largest portion of the City's net position (81.2%) reflects its investments in capital assets (e.g., land, buildings, infrastructure, machinery, and equipment); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these are not available for future spending. Although the City's investments in its capital assets is reported net of related debt, it should be noted that the resources needed to repay the debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

A portion of the City's net position, \$77,952,515 (8.9%), represents resources that are subject to external restrictions on how they may be used. Debt service restrictions of \$63,137,181 have decreased \$10,039,859 from the prior year.

The remaining balance of the net position of \$86,513,864 (\$39,888,618 governmental activities and \$46,625,246 business-type activities) is unrestricted and may be used to meet the City's ongoing obligations to citizens and creditors.

**City of Olathe, Kansas
Changes in Net Position**

	Governmental Activities		Business-type Activities		Totals	
	2019	2018	2019	2018	2019	2018
Revenues:						
Program revenues:						
Charges for services	\$ 23,348,854	\$ 25,199,448	\$ 61,645,522	\$ 62,059,667	\$ 84,994,376	\$ 87,259,115
Operating grants and contributions	3,212,795	2,548,814	-	-	3,212,795	2,548,814
Capital grants and contributions	24,823,201	17,409,373	4,445,642	2,813,011	29,268,843	20,222,384
General revenues:						
Property taxes	54,297,724	51,746,347	-	-	54,297,724	51,746,347
Other taxes	83,395,601	84,323,828	-	-	83,395,601	84,323,828
Interest	4,679,309	3,013,147	1,323,989	861,184	6,003,298	3,874,331
Other	3,162,265	4,497,232	1,421,749	1,341,098	4,584,014	5,838,330
Total revenues	196,919,749	188,738,189	68,836,902	67,074,960	265,756,651	255,813,149
Expenses:						
General government	33,634,434	31,670,765	-	-	33,634,434	31,670,765
Public safety	56,203,958	53,518,929	-	-	56,203,958	53,518,929
Public works	65,535,157	45,025,053	-	-	65,535,157	45,025,053
Community services	16,129,998	16,270,619	-	-	16,129,998	16,270,619
Interest on long-term debt	7,275,226	7,294,666	-	-	7,275,226	7,294,666
Water and sewer	-	-	48,649,227	43,452,685	48,649,227	43,452,685
Solid waste	-	-	14,178,471	13,945,482	14,178,471	13,945,482
Total expenses	178,778,773	153,780,032	62,827,698	57,398,167	241,606,471	211,178,199
Excess before transfers	18,140,976	34,958,157	6,009,204	9,676,793	24,150,180	44,634,950
Transfers	(2,104,062)	3,441,360	2,104,062	(3,441,360)	-	-
Change in net position	16,036,914	38,399,517	8,113,266	6,235,433	24,150,180	44,634,950
Net position, beginning of year,	553,160,879	514,761,362	296,887,537	290,652,104	850,048,416	805,413,466
Net position, end of year	\$ 569,197,793	\$ 553,160,879	\$ 305,000,803	\$ 296,887,537	\$ 874,198,596	\$ 850,048,416

Governmental activities

Governmental revenues increased \$8,181,560 or 4% over the prior year. Taxes increased by \$1,623,150. Capital grants and contributions increased \$7,413,828.

Governmental expenses increased \$24,998,741 or 16.3%. General government activities increased \$1,963,669. Public Safety increased \$2,685,029. Public works expenses increased \$20,510,104. Community services decreased \$140,621. Part of the increase in public works is because of an increase in capital expenditures in capital projects.

Business-type activities

Business-type activities increased the City's net position by \$8,113,266. A key element of the changes between 2018 and 2019 was capital contributions from developers. This continues to be a major source of revenue for the Water and Sewer Utility. Capital contributions increased net position by \$4,445,642 in 2019.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The general fund is the main operating fund of the City. At the end of 2019, unassigned fund balance of the general fund was \$30,662,381 and the total fund balance was \$30,925,240 which is 31.1% and 31.3% of the total general fund revenues, respectively.

The fund balance of the City's general fund increased by \$411,672 during 2019. The revenues increased by \$299,998 (0.3%). Expenditures increased by \$2,983,593 (3.3%). Transfers in increased \$257,311 while transfers out decreased by \$1,364,916.

The debt service fund has a total fund balance of \$45,262,320; \$16,741,852 of which is restricted for the payment of debt service. The net decrease in the fund balance during the current year in debt service was \$5,696,500. The decrease was caused by the payment of refunded bonds in escrow.

The capital projects fund decreased its fund balance by \$34,043,157 during 2019. Due to the increased economy, the City has increased capital projects. The capital improvement expenditures increased by \$14,643,822.

The special tax financing levy fund has a restricted fund balance of \$7,428,008 at the end of 2019. The fund balance increased by \$1,194,741 during the year. The primary reason for the increase is an increase in sales tax revenue of \$380,199.

Proprietary funds

The City's proprietary funds financial statements provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water and Sewer Fund at the end of 2019 was \$39,491,359; and the Solid Waste Fund was \$(1,094,388). The total change in net position for the Water and Sewer Utility and Solid Waste were \$5,443,275 and \$323,635, respectively. Other factors concerning the finances of these funds have already been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

During the year, revenues were less than budgetary estimates by \$1,887,970 (1.9%). Sales taxes were \$3,464,546 less than budget due to a rebate of use tax for an incentive program from the state. Franchise fees were \$783,195 below budget due to a decrease in electric franchise fees. Total expenditures were less than budgetary estimates by \$24,308,661 (20.7%). As part of the budgeting process the City budgets for a contingency reserve for unforeseen expenditures. Of the total difference in the budgeted expenditures, \$22,495,191 is due to the restricted reserve. Public safety was over budget by \$463,146 (0.9%) due to overtime costs.

Capital Asset and Debt Administration

Capital assets

The City's investment in capital assets for its governmental and business-type activities as of December 31, 2019, totaled \$1,093,904,797 (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements, vehicles and equipment, park and pool facilities, storm sewers, bridges, streets, and water and sewer lines. More detailed information about the City's capital assets is presented in Note 5 to the Basic Financial Statements.

City of Olathe, Kansas Capital Assets

	Governmental Activities		Business-type Activities		Totals	
	2019	2018	2019	2018	2019	2018
Land	\$ 110,795,342	\$ 109,198,405	\$ 4,593,804	\$ 4,622,031	\$ 115,389,146	\$ 113,820,436
Other nondepreciable assets	67,645	67,145	-	-	67,645	67,145
Land improvements	76,240	76,240	-	-	76,240	76,240
Buildings	119,475,336	112,336,740	33,778,295	33,778,295	153,253,631	146,115,035
Machinery & equipment	81,397,681	73,546,149	4,815,047	4,838,406	86,212,728	78,384,555
Swimming pools	10,021,514	10,021,514	-	-	10,021,514	10,021,514
Water system	-	-	222,833,825	209,901,704	222,833,825	209,901,704
Sewer system	-	-	205,302,302	202,543,397	205,302,302	202,543,397
Infrastructure	821,216,552	804,534,352	-	-	821,216,552	804,534,352
Books and materials	4,247,280	4,150,084	-	-	4,247,280	4,150,084
Construction in progress	153,723,791	111,808,070	33,403,750	23,867,627	187,127,541	135,675,697
Total capital assets	1,301,021,381	1,225,738,699	504,727,023	479,551,460	1,805,748,404	1,705,290,159
Less accumulated depreciation	581,675,421	547,719,092	130,168,186	122,825,119	711,843,607	670,544,211
Total capital assets (net)	\$ 719,345,960	\$ 678,019,607	\$ 374,558,837	\$ 356,726,341	\$ 1,093,904,797	\$ 1,034,745,948

Major additions to the capital assets this year include:

- Storm Sewer Mill Creek-Parkway & Harold
- Building Meadow Lane Trail
- Indoor Firing Range

Long-term debt

As of December 31, 2019, the City had total bonded debt outstanding of \$297,554,629. Of this amount, \$173,795,000 is comprised of debt backed by the full faith and credit of the City and \$23,209,629 is special obligation tax increment financing debt and transportation development district debt payable solely from the specific TIF or TDD revenues. The remainder of the City's debt represents bonds secured solely by specific revenue sources (i.e., revenue bonds). More detailed information about the City's long-term debt is presented in Note 6 to the basic financial statements.

City of Olathe, Kansas
Outstanding Debt
General Obligation and Revenue Bonds

	Governmental Activities		Business-type Activities		Totals	
	2019	2018	2019	2018	2019	2018
General obligation bonds	\$ 165,145,000	\$ 190,005,000	\$ 8,650,000	\$ 9,945,000	\$ 173,795,000	\$ 199,950,000
Special obligation bonds	23,209,629	24,754,653	-	-	23,209,629	24,754,653
Revenue bonds	3,075,000	-	97,475,000	86,885,000	100,550,000	86,885,000
Total	\$ 191,429,629	\$ 214,759,653	\$ 106,125,000	\$ 96,830,000	\$ 297,554,629	\$ 311,589,653

The City's total debt, including temporary notes, increased by \$14,181,809 (3.4%) during 2019. The City issued \$54,817,201 of temporary notes and \$21,115,000 of general obligation bonds in 2018.

The rating for the City's general obligation bonds is a "AA+" rating from Standard & Poor's (S&P) and from Fitch Ratings (Fitch). The rating for the Water and Sewer Utility revenue bonds is a "AA" rating from S&P.

State statutes limit the amount of general obligation debt a government entity may issue to 30% of its total assessed valuation. The current debt limitation for the City is \$669,510,564 which is significantly in excess of the City's outstanding general obligation bonds.

Certain other financial information and operating data regarding the City is available in the Official Statement dated August 1, 2019 related to the City's General Obligation Series 232, and General Obligation Temporary Notes Series 2019-A. The financial information and operating data contained in these Official Statements are incorporated herein by reference.

Economic Factors and Next Year's Budget

Olathe is Listening – Based on Council expectation, the City is in its strongest position to date to listen to taxpayers. While the DirectionFinder survey continues to play the most critical role in identifying taxpayer priorities, the City has become more adept at obtaining and measuring data, creating and implementing new feedback tools, and ensuring the community has ample avenues to provide their guidance on how their tax dollars should be invested.

Olathe is Safe – National rankings and accreditations continue to show Olathe is a very safe city, and taxpayers fully expect it to remain so. The budget and CIP focus on public safety, adding a new fire station in west Olathe to support growth and demand, as well as eight fire fighters to fully staff it. It includes a new fire training center, creating cost and time savings for critical staff training in Olathe, as well as two new community enhancement officers.

Olathe is Moving – The budget and CIP include important infrastructure projects addressing traffic flow and congestion and maintenance of City assets. This includes additional funding for the City's annual street maintenance program and 18 major street improvement projects for traffic congestion and maintenance. The budget also includes 10 stormwater projects and a maintenance technician to assess culverts and other street crossings.

Olathe is Active – The budget and CIP include parks and trails enhancements to align with the voter-approved park sales tax. Those include the redevelopment of Lake Olathe and improvements to Cedar Lake Park, improvement to Lone Elm Park, and the new Cedar Creek Streamway Trail. To maintain the investments in Lake Olathe, the budget includes two dedicated park maintenance positions. It also includes two positions to construct and maintain the growing

inventory of medians and entry features throughout the City. With the opening of the new Indian Creek Library, the budget includes resources to support the active and programmed library space of today and tomorrow.

Requests for information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any information provided in this report or requests for additional financial information should be addressed to the Department of Resource Management, City of Olathe, 100 E. Santa Fe, Olathe, Kansas 66061. The Olathe Public Housing Authority does not issue separate financial statements.



Basic Financial Statements

City of Olathe, Kansas
Statement of Net Position
December 31, 2019

	Primary Government			Discretely Presented Component Unit
	Governmental Activities	Business-type Activities	Total	
Assets				
Cash, cash equivalents, and investments	\$ 174,824,346	\$ 46,706,930	\$ 221,531,276	\$ 823,866
Cash held by trustee or restricted	1,541,753	8,015,333	9,557,086	-
Receivables (net of allowance)				
Taxes	67,700,946	-	67,700,946	-
Special assessments	31,407,591	-	31,407,591	-
Accounts	1,059,634	7,229,831	8,289,465	40,572
Accrued interest	2,932,643	-	2,932,643	-
Loans	3,818,516	-	3,818,516	-
Internal balances	(8,228,275)	8,228,275	-	-
Due from other governments	3,417,925	-	3,417,925	-
Inventories and other prepaid items	444,884	930,448	1,375,332	-
Capital assets:				
Land and construction in progress	264,586,778	37,997,554	302,584,332	442,111
Other capital assets, net of accumulated depreciation	454,759,182	336,561,283	791,320,465	1,857,705
Other assets	11,000	-	11,000	-
Total assets	<u>998,276,923</u>	<u>445,669,654</u>	<u>1,443,946,577</u>	<u>3,164,254</u>
Deferred Outflows of Resources				
Deferred pension	13,926,131	1,837,821	15,763,952	-
Deferred OPEB	1,361,938	259,417	1,621,355	-
Deferred KPERS OPEB	399,935	224,964	624,899	-
Deferred amounts on refunding	660,279	212,051	872,330	-
Total deferred outflows of resources	<u>16,348,283</u>	<u>2,534,253</u>	<u>18,882,536</u>	<u>-</u>
 Total assets and deferred outflows of resources	<u>\$ 1,014,625,206</u>	<u>\$ 448,203,907</u>	<u>\$ 1,462,829,113</u>	<u>\$ 3,164,254</u>
Liabilities				
Accounts and other current liabilities	\$ 19,133,050	\$ 1,500,012	\$ 20,633,062	\$ 142,548
Interest payable	7,765,232	134,891	7,900,123	-
Temporary notes	54,817,201	-	54,817,201	-
Deposits	-	240,175	240,175	-
Unearned revenue	-	-	-	-
Noncurrent liabilities:				
Due within one year	41,366,583	9,726,454	51,093,037	-
Due in more than one year	198,713,089	120,884,197	319,597,286	74,367
Net pension liability	69,012,488	10,204,290	79,216,778	-
Total liabilities	<u>390,807,643</u>	<u>142,690,019</u>	<u>533,497,662</u>	<u>216,915</u>
Deferred Inflows of Resources				
Property taxes levied for a subsequent period	52,495,017	-	52,495,017	-
KPERS pension	1,054,728	278,140	1,332,868	-
KPERS OPEB	103,668	50,877	154,545	-
OPEB	966,357	184,068	1,150,425	-
Total Deferred Inflows of Resources	<u>54,619,770</u>	<u>513,085</u>	<u>55,132,855</u>	<u>-</u>
Net Position				
Net investment in capital assets	459,371,993	250,360,224	709,732,217	2,299,816
Restricted for:				
Debt service	55,121,848	8,015,333	63,137,181	-
Public safety	351,792	-	351,792	-
Capital improvements	4,039,090	-	4,039,090	-
Community services	6,958,999	-	6,958,999	-
General government	3,465,453	-	3,465,453	-
Unrestricted	39,888,618	46,625,246	86,513,864	647,523
Total net position	<u>569,197,793</u>	<u>305,000,803</u>	<u>874,198,596</u>	<u>2,947,339</u>
 Total liabilities, deferred inflows of of resources, and net position	<u>\$ 1,014,625,206</u>	<u>\$ 448,203,907</u>	<u>\$ 1,462,829,113</u>	<u>\$ 3,164,254</u>

See accompanying notes to the basic financial statements

City of Olathe, Kansas
Statement of Activities
For the Year Ended December 31, 2019

Functions / Programs	Expenses	Program Revenues			Net (Expense) Revenue
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary government					
Governmental activities					
General government	\$ 33,634,434	\$ 4,852,589	\$ 1,644,513	\$ -	\$ (27,137,332)
Public safety	56,203,958	3,607,841	1,188,230	282,531	(51,125,356)
Public works	65,535,157	8,752,953	63,243	24,182,621	(32,536,340)
Community services	16,129,998	6,135,471	316,809	358,049	(9,319,669)
Interest on long-term debt	7,275,226	-	-	-	(7,275,226)
Total governmental activities	<u>178,778,773</u>	<u>23,348,854</u>	<u>3,212,795</u>	<u>24,823,201</u>	<u>(127,393,923)</u>
Business-type activities					
Water and sewer	48,649,227	45,700,559	-	4,445,642	1,496,974
Solid waste	14,178,471	15,944,963	-	-	1,766,492
Total business-type activities	<u>62,827,698</u>	<u>61,645,522</u>	<u>-</u>	<u>4,445,642</u>	<u>3,263,466</u>
Total primary government	<u>\$ 241,606,471</u>	<u>\$ 84,994,376</u>	<u>\$ 3,212,795</u>	<u>\$ 29,268,843</u>	<u>\$ (124,130,457)</u>
Nonmajor discretely presented component unit					
Olathe Public Housing Authority	<u>\$ 4,406,709</u>	<u>\$ 449,021</u>	<u>\$ 3,712,978</u>	<u>\$ 146,844</u>	<u>\$ (97,866)</u>

See accompanying notes to the basic financial statements

City of Olathe, Kansas
Statement of Activities
For the Year Ended December 31, 2019

	Primary Government			Discretely Presented Component Unit
	Governmental Activities	Business-type Activities	Total	
Changes in net position				
Net (expense) revenue	<u>\$ (127,393,923)</u>	<u>\$ 3,263,466</u>	<u>\$ (124,130,457)</u>	<u>\$ (97,866)</u>
General revenues				
Taxes:				
Property taxes, levied for general purpose	33,912,931	-	33,912,931	-
Property taxes, levied for debt service	20,384,793	-	20,384,793	-
Sales tax	69,958,462	-	69,958,462	-
Franchise taxes	11,638,652	-	11,638,652	-
Transient guest tax	1,798,487	-	1,798,487	-
Unrestricted investment earnings	4,679,309	1,323,989	6,003,298	1,164
Miscellaneous	3,162,265	1,421,749	4,584,014	41,412
Transfers - internal activities	(2,104,062)	2,104,062	-	-
Total general revenues and transfers	<u>143,430,837</u>	<u>4,849,800</u>	<u>148,280,637</u>	<u>42,576</u>
Change in net position	<u>16,036,914</u>	<u>8,113,266</u>	<u>24,150,180</u>	<u>(55,290)</u>
Net position - beginning of year	<u>553,160,879</u>	<u>296,887,537</u>	<u>850,048,416</u>	<u>3,002,629</u>
Net position - end of year	<u><u>\$ 569,197,793</u></u>	<u><u>\$ 305,000,803</u></u>	<u><u>\$ 874,198,596</u></u>	<u><u>\$ 2,947,339</u></u>

See accompanying notes to the basic financial statements

City of Olathe, Kansas
Balance Sheet
Governmental Funds
December 31, 2019

		Debt Service			Other	Total
	General	Debt Service	Special Tax Financing	Capital Projects	Governmental Funds	Governmental Funds
Assets						
Cash, cash equivalents, and investments	\$ 27,751,945	\$ 42,950,890	\$ 5,242,588	\$ 59,840,533	\$ 20,577,043	\$ 156,362,999
Cash held by trustee	-	-	1,541,753	-	-	1,541,753
Receivables (net of allowance)						
Taxes	31,404,198	19,654,228	3,876,842	-	12,765,678	67,700,946
Accounts	145,391	-	-	-	781,646	927,037
Accrued interest	2,932,643	-	-	-	-	2,932,643
Special assessments	-	31,407,591	-	-	-	31,407,591
Loans	-	-	-	-	3,818,516	3,818,516
Due from other funds	1,442,344	-	-	-	-	1,442,344
Due from other governments	111,943	-	-	1,682,778	1,606,058	3,400,779
Prepaid assets	109,998	-	-	-	44,704	154,702
Total assets and deferred outflows of resources	<u>\$ 63,898,462</u>	<u>\$ 94,012,709</u>	<u>\$ 10,661,183</u>	<u>\$ 61,523,311</u>	<u>\$ 39,593,645</u>	<u>\$ 269,689,310</u>
Liabilities and Fund Balances						
Liabilities						
Accounts payable	\$ 7,774,662	\$ -	\$ 133,175	\$ 2,970,918	\$ 647,427	\$ 11,526,182
Accrued payroll	4,998,945	-	-	-	-	4,998,945
Due to other funds	-	-	-	1,289,528	1,442,344	2,731,872
Temporary notes	-	-	-	54,817,201	-	54,817,201
Total liabilities	<u>12,773,607</u>	<u>-</u>	<u>133,175</u>	<u>59,077,647</u>	<u>2,089,771</u>	<u>74,074,200</u>
Deferred Inflows of Resources						
Property taxes levied for a subsequent period	20,087,519	19,654,228	3,100,000	-	9,653,270	52,495,017
Unavailable revenue - intergovernmental	100,000	-	-	-	482,741	582,741
Unavailable revenue - special assessments	-	29,096,161	-	-	-	29,096,161
Unavailable revenue - other	12,096	-	-	-	-	12,096
Total deferred inflows of resources	<u>20,199,615</u>	<u>48,750,389</u>	<u>3,100,000</u>	<u>-</u>	<u>10,136,011</u>	<u>82,186,015</u>
Fund balances						
Nonspendable	109,998	-	-	-	44,704	154,702
Restricted	-	16,741,852	7,428,008	2,445,664	12,967,019	39,582,543
Committed	-	-	-	-	14,356,140	14,356,140
Assigned	152,861	28,520,468	-	-	-	28,673,329
Unassigned	30,662,381	-	-	-	-	30,662,381
Total fund balances	<u>30,925,240</u>	<u>45,262,320</u>	<u>7,428,008</u>	<u>2,445,664</u>	<u>27,367,863</u>	<u>113,429,095</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 63,898,462</u>	<u>\$ 94,012,709</u>	<u>\$ 10,661,183</u>	<u>\$ 61,523,311</u>	<u>\$ 39,593,645</u>	<u>\$ 269,689,310</u>

See accompanying notes to the basic financial statements

City of Olathe, Kansas
Reconciliation of the Balance Sheet of Governmental Funds
To the Statement of Net Position
December 31, 2019

Total fund balance - all governmental funds \$ 113,429,095

Amounts reported for governmental activities in the statement of net position are different because

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. 719,345,960

Land and construction in progress	\$	264,586,778
Capital assets being depreciated		1,036,434,603
Accumulated depreciation		(581,675,421)

Some liabilities, including bonds payable and compensated absences, are not due and payable in the current period and, therefore, are not reported in the funds. (316,857,392)

Interest payable		(7,765,232)
Noncurrent liabilities:		
Due within one year		
General obligation bonds		(23,092,323)
Special obligation bonds		(15,854,629)
Revenue bonds		(105,000)
Compensated absences		(2,314,631)
Due in more than one year		
General obligation bonds		(161,960,757)
Special obligation bonds		(7,355,000)
Revenue bonds		(2,970,000)
Compensated absences		(1,956,151)
Total OPEB liability		(24,471,181)
Pension liability		(69,012,488)

Long-term assets or deferred outflows of resources are not available to pay current period expenditures and are therefore deferred in the fund statements. 43,914,528

Special assessments		29,096,161
Deferred refunding		660,279
Deferred outflows - pension		13,926,131
Deferred outflows - KPERS OPEB		399,935
Deferred outflows - OPEB		1,361,938
Deferred inflows - KPERS pension		(1,054,728)
Deferred inflow - OPEB		(966,357)
Deferred inflows - KPERS OPEB		(103,668)
Deferred inflows - other		12,096
Due from other governments		582,741

Internal service funds are used by management to charge costs of certain activities, such as insurance, purchasing, and fleet maintenance to certain funds. The assets and liabilities of certain internal service funds are included in governmental activities in the statement of net position. 9,365,602

Internal service fund capital assets, net		(28,629,021)
Internal service fund compensated absences		143,710
Internal service fund net position		46,079,188
Internal service fund due to business-type		(8,228,275)

Net position of governmental activities \$ 569,197,793

See accompanying notes to the basic financial statements

City of Olathe, Kansas
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2019

		Debt Service			Other	Total
	General	Debt Service	Special Tax Financing	Capital Projects	Governmental Funds	Governmental Funds
Revenues						
Taxes:						
Property	\$ 20,888,757	\$ 20,384,793	\$ 2,996,839	\$ -	\$ 10,027,335	\$ 54,297,724
Sales	50,969,434	424,913	3,493,999	-	15,070,116	69,958,462
Franchise	11,638,652	-	-	-	-	11,638,652
Transient guest	-	-	416,391	-	1,382,096	1,798,487
Special assessments	-	5,694,851	-	-	-	5,694,851
Intergovernmental	1,207,182	-	-	6,880,185	6,547,409	14,634,776
Licenses and permits	2,568,592	-	-	-	-	2,568,592
Fines, forfeitures, and penalties	3,154,619	-	-	-	135,255	3,289,874
Charges for services	6,177,071	-	-	-	11,313,317	17,490,388
Use of money and property	1,195,136	1,285,989	145,496	1,011,772	658,329	4,296,722
Miscellaneous	911,315	21,344	-	360,617	645,904	1,939,180
Total revenues	<u>98,710,758</u>	<u>27,811,890</u>	<u>7,052,725</u>	<u>8,252,574</u>	<u>45,779,761</u>	<u>187,607,708</u>
Expenditures						
Current:						
General government	22,877,570	89,865	111,423	-	8,797,826	31,876,684
Public safety	51,748,507	-	-	-	1,527,760	53,276,267
Public works	10,652,244	-	-	-	3,367,493	14,019,737
Community services	8,147,225	-	-	-	7,912,165	16,059,390
Capital improvements	-	-	3,467,661	80,555,818	-	84,023,479
Debt service:						
Principal retirements	950	21,265,000	1,545,024	-	150,000	22,960,974
Interest and fiscal charges	23	7,813,256	733,876	245,306	77,914	8,870,375
Total expenditures	<u>93,426,519</u>	<u>29,168,121</u>	<u>5,857,984</u>	<u>80,801,124</u>	<u>21,833,158</u>	<u>231,086,906</u>
Excess of revenues over (under) expenditures	<u>5,284,239</u>	<u>(1,356,231)</u>	<u>1,194,741</u>	<u>(72,548,550)</u>	<u>23,946,603</u>	<u>(43,479,198)</u>
Other financing sources (uses)						
Issuance of general obligation bonds	-	-	-	14,204,654	-	14,204,654
Payment to refunded bond escrow	-	(24,710,000)	-	-	-	(24,710,000)
Issuance of refunding bonds	-	10,094,579	-	-	-	10,094,579
Bond premium	-	1,352,590	-	1,878,445	-	3,231,035
Insurance proceeds	-	-	-	-	664,211	664,211
Transfers in	7,147,180	9,131,260	-	28,264,808	1,675,076	46,218,324
Transfers out	(12,019,747)	(208,698)	-	(5,842,514)	(29,760,923)	(47,831,882)
Total other financing sources (uses)	<u>(4,872,567)</u>	<u>(4,340,269)</u>	<u>-</u>	<u>38,505,393</u>	<u>(27,421,636)</u>	<u>1,870,921</u>
Net changes in fund balances	<u>411,672</u>	<u>(5,696,500)</u>	<u>1,194,741</u>	<u>(34,043,157)</u>	<u>(3,475,033)</u>	<u>(41,608,277)</u>
Fund balances - beginning of year	<u>30,513,568</u>	<u>50,958,820</u>	<u>6,233,267</u>	<u>36,488,821</u>	<u>30,842,896</u>	<u>155,037,372</u>
Fund balances - end of year	<u>\$ 30,925,240</u>	<u>\$ 45,262,320</u>	<u>\$ 7,428,008</u>	<u>\$ 2,445,664</u>	<u>\$ 27,367,863</u>	<u>\$ 113,429,095</u>

See accompanying notes to the basic financial statements

City of Olathe, Kansas
Reconciliation of the Statement of Revenues,
Expenditures, and Changes in Fund Balances of Governmental Funds
To the Statement of Activities
For the Year Ended December 31, 2019

Net change in fund balances - all governmental funds \$ (41,608,277)

Amounts reported for governmental activities in the statement of activities are different because

Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeded depreciation in the current period. 25,797,015

Capital outlay	\$ 57,583,832	
Depreciation	(31,786,817)	

The issuance of long-term debt provides current financial resources to governmental funds, but issuing debt increase long-term liabilities in the statement of net assets. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net assets. This is the amount by which proceeds exceeded repayments. 20,575,431

Principal payments	22,960,974	
Proceeds of general obligation bonds	(24,299,233)	
Payment to refund bond escrow	24,710,000	
Premium	(3,231,035)	
OPEB	331,797	
KPERS OPEB	102,928	

Some expenses in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. (2,280,484)

Compensated absences	(109,593)	
Pension	(4,069,088)	
Interest expense	1,898,197	

Revenues in the statement of activities that do not provide current financing resources are not reported as revenues in the funds. 7,570,895

Special assessments	(1,868,278)	
Donated capital assets	10,767,992	
Deferred refunding	(118,328)	
Capital grant	(1,210,491)	

Internal service funds are used by management to charge costs of certain activities, such as insurance, purchasing, and fleet maintenance to certain funds. The net revenue (expense) of certain internal service funds is reported with governmental activities. 5,982,334

Change in net position of governmental activities \$ 16,036,914

See accompanying notes to the basic financial statements



City of Olathe, Kansas
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
Budget and Actual - Budgetary Basis
For the Year Ended December 31, 2019

	Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes:			
Property	\$ 20,776,043	\$ 20,888,757	\$ 112,714
Sales	54,433,980	50,969,434	(3,464,546)
Franchise	12,421,847	11,638,652	(783,195)
Intergovernmental	1,099,452	1,207,182	107,730
Licenses and permits	2,282,606	2,568,592	285,986
Fines, forfeitures, and penalties	2,593,500	3,154,619	561,119
Charges for services	6,019,800	6,177,071	157,271
Use of money and property	282,000	1,195,136	913,136
Miscellaneous	689,500	911,315	221,815
Total revenues	<u>100,598,728</u>	<u>98,710,758</u>	<u>(1,887,970)</u>
Expenditures			
General government	31,864,656	9,723,588	22,141,068
Administration	3,351,606	3,090,342	261,264
Legal	3,665,876	3,532,553	133,323
Information technology services	4,663,871	3,901,412	762,459
Resource management	2,976,818	2,674,165	302,653
Public safety	51,305,823	51,768,969	(463,146)
Public works	11,065,898	10,422,827	643,071
Community services	8,125,768	8,097,799	27,969
Contingency	500,000	-	500,000
Total expenditures	<u>117,520,316</u>	<u>93,211,655</u>	<u>24,308,661</u>
Excess of revenues over expenditures	<u>(16,921,588)</u>	<u>5,499,103</u>	<u>22,420,691</u>
Other financing sources (uses)			
Transfers in	7,146,559	7,147,180	621
Transfers out	<u>(12,720,162)</u>	<u>(12,019,746)</u>	<u>700,416</u>
Total other financing sources (uses)	<u>(5,573,603)</u>	<u>(4,872,566)</u>	<u>701,037</u>
Net change in fund balance	<u>\$ (22,495,191)</u>	<u>626,537</u>	<u>\$ 23,121,728</u>
Fund balance - beginning of year - budget basis		<u>30,145,842</u>	
Fund balance - end of year - budget basis		<u>30,772,379</u>	
Encumbrances incurred and outstanding		<u>152,861</u>	
Fund balance - end of year - GAAP basis		<u>\$ 30,925,240</u>	

City of Olathe, Kansas
Statement of Net Position
Proprietary Funds
December 31, 2019

	Business-type Activities - Enterprise Funds			Governmental Activities -
	Major			
	Water and Sewer Fund	Solid Waste Fund	Total	Internal Service Funds
Assets				
Current assets:				
Cash and cash equivalents	\$ 45,225,694	\$ 1,481,236	\$ 46,706,930	\$ 18,461,347
Accounts receivable (net of allowance)	5,619,487	1,610,344	7,229,831	132,597
Due from other governments	-	-	-	17,146
Inventories and other prepaid items	930,448	-	930,448	290,182
Total current assets	51,775,629	3,091,580	54,867,209	18,901,272
Noncurrent assets:				
Restricted assets:				
Cash and cash equivalents	8,015,333	-	8,015,333	-
Due from other funds	-	-	-	1,289,528
Other	-	-	-	11,000
Total restricted assets	8,015,333	-	8,015,333	1,300,528
Capital assets:				
Capital assets not being depreciated				
Land	3,338,799	1,255,005	4,593,804	-
Construction in progress	33,403,750	-	33,403,750	-
Total capital assets not being depreciated	36,742,549	1,255,005	37,997,554	-
Capital assets being depreciated				
Buildings	33,778,295	-	33,778,295	-
Machinery and equipment	3,062,969	1,752,078	4,815,047	65,649,957
Water system	222,833,825	-	222,833,825	-
Sewer system	205,302,302	-	205,302,302	-
Total capital assets being depreciated	464,977,391	1,752,078	466,729,469	65,649,957
Less accumulated depreciation	(128,836,005)	(1,332,181)	(130,168,186)	(37,020,936)
Total capital assets (net of accumulated depreciation)	372,883,935	1,674,902	374,558,837	28,629,021
Total noncurrent assets	380,899,268	1,674,902	382,574,170	29,929,549
Total assets	432,674,897	4,766,482	437,441,379	48,830,821
Deferred Outflows of Resources				
Deferred pension	1,266,198	571,623	1,837,821	-
Deferred OPEB	194,563	64,854	259,417	-
Deferred KPERS OPEB	156,225	68,739	224,964	-
Deferred amounts on refunding	212,051	-	212,051	-
Total deferred outflows of resources	1,829,037	705,216	2,534,253	-
Total assets and deferred outflows of resources	\$ 434,503,934	\$ 5,471,698	\$ 439,975,632	\$ 48,830,821

See accompanying notes to the basic financial statements

City of Olathe, Kansas
Statement of Net Position
Proprietary Funds
December 31, 2019

	Business-type Activities - Enterprise Funds			Governmental Activities -
	Major			Internal Service Funds
	Water and Sewer Fund	Solid Waste Fund	Total	
Liabilities				
Current liabilities:				
Accounts and claims payable	\$ 1,487,125	\$ 12,887	\$ 1,500,012	\$ 2,596,923
Interest payable	134,891	-	134,891	-
Compensated absences	594,446	202,741	797,187	133,910
Current portion of general obligation bonds	1,330,000	-	1,330,000	-
Current portion of capital leases	1,556,751	-	1,556,751	-
Current portion of revolving loan	1,369,707	-	1,369,707	-
Current portion of revenue bonds	4,672,809	-	4,672,809	-
Total current liabilities	<u>11,145,729</u>	<u>215,628</u>	<u>11,361,357</u>	<u>2,730,833</u>
Noncurrent liabilities:				
Compensated absences	168,281	55,173	223,454	9,800
General obligation bonds	7,320,000	-	7,320,000	-
Capital leases, net	992,747	-	992,747	-
Revolving loan, net	12,304,672	-	12,304,672	-
Revenue bonds, net	94,863,978	-	94,863,978	-
Total KPERS OPEB liability	552,380	243,047	795,427	-
Total OPEB liability	3,287,940	1,095,979	4,383,919	-
Net pension liability	7,086,313	3,117,977	10,204,290	-
Deposit	240,175	-	240,175	11,000
Total noncurrent liabilities	<u>126,816,486</u>	<u>4,512,176</u>	<u>131,328,662</u>	<u>20,800</u>
Total liabilities	<u>137,962,215</u>	<u>4,727,804</u>	<u>142,690,019</u>	<u>2,751,633</u>
Deferred Inflows of Resources				
KPERS pension	193,152	84,988	278,140	-
KPERS OPEB	35,331	15,546	50,877	-
OPEB	121,222	62,846	184,068	-
Total deferred inflows of resources	<u>349,705</u>	<u>163,380</u>	<u>513,085</u>	<u>-</u>
Net position				
Net investment in capital assets	248,685,322	1,674,902	250,360,224	28,629,021
Restricted for bond requirements	8,015,333	-	8,015,333	-
Unrestricted	39,491,359	(1,094,388)	38,396,971	17,450,167
Total net position	<u>296,192,014</u>	<u>580,514</u>	<u>296,772,528</u>	<u>46,079,188</u>
Total liabilities and net position	<u>\$ 434,503,934</u>	<u>\$ 5,471,698</u>		<u>\$ 48,830,821</u>

Reconciliation to government-wide statement of net position:

Adjustments to reflect the consolidation of internal service fund activities related to enterprise funds	8,228,275
Net position of business-type activities	<u>\$ 305,000,803</u>

See accompanying notes to the basic financial statements



City of Olathe, Kansas
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds
For the Year Ended December 31, 2019

	Business-type Activities - Enterprise Funds			Governmental Activities -
	Major			
	Water and Sewer Fund	Solid Waste Fund	Total	Internal Service Funds
Operating revenues				
Charges for services	\$ 45,700,559	\$ 15,944,963	\$ 61,645,522	\$ 38,761,204
Intergovernmental	-	-	-	17,146
Miscellaneous	1,218,977	98,417	1,317,394	-
Total operating revenues	<u>46,919,536</u>	<u>16,043,380</u>	<u>62,962,916</u>	<u>38,778,350</u>
Operating expenses				
Water production	6,481,651	-	6,481,651	-
Wastewater treatment	9,717,089	-	9,717,089	-
Water and sewer maintenance	4,726,406	-	4,726,406	-
Administration and general	16,626,948	4,408,525	21,035,473	18,577,978
Equipment maintenance	-	-	-	6,553,216
Sanitation expense	-	6,291,211	6,291,211	-
Transfer station expense	-	4,660,627	4,660,627	-
Depreciation	7,265,508	100,918	7,366,426	5,769,425
Total operating expenses	<u>44,817,602</u>	<u>15,461,281</u>	<u>60,278,883</u>	<u>30,900,619</u>
Operating income	<u>2,101,934</u>	<u>582,099</u>	<u>2,684,033</u>	<u>7,877,731</u>
Nonoperating revenues (expenses)				
Interest income	1,286,909	37,080	1,323,989	382,589
Interest expense	(4,895,171)	-	(4,895,171)	-
Gain from sale of equipment	-	104,355	104,355	558,874
Total nonoperating revenues (expenses)	<u>(3,608,262)</u>	<u>141,435</u>	<u>(3,466,827)</u>	<u>941,463</u>
Net income (loss) before transfers and capital contributions	<u>(1,506,328)</u>	<u>723,534</u>	<u>(782,794)</u>	<u>8,819,194</u>
Transfers in	2,503,961	101	2,504,062	14,748
Transfers out	-	(400,000)	(400,000)	(505,252)
Capital contributions	4,445,642	-	4,445,642	-
Change in net position	<u>5,443,275</u>	<u>323,635</u>	<u>5,766,910</u>	<u>8,328,690</u>
Net position - beginning of year	<u>290,748,739</u>	<u>256,879</u>		<u>37,750,498</u>
Net position - end of year	<u>\$ 296,192,014</u>	<u>\$ 580,514</u>		<u>\$ 46,079,188</u>

Reconciliation to government-wide statement of activities:

Adjustment to reflect the consolidation of internal service funds activities related to enterprise funds.

2,346,356

Change in net position of business-type activities

\$ 8,113,266

See accompanying notes to the basic financial statements

City of Olathe, Kansas
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2019

	Business-type Activities - Enterprise Funds			Governmental Activities -
	Major			
	Water and Sewer Fund	Solid Waste Fund	Total	Internal Service Funds
Cash Flows from Operating Activities				
Receipts from customers and users	\$ 47,407,435	\$ 16,025,203	\$ 63,432,638	\$ 38,654,230
Payments to suppliers	(25,902,630)	(9,906,639)	(35,809,269)	(21,923,220)
Payments to employees	(12,514,641)	(5,419,240)	(17,933,881)	(2,909,076)
Net cash provided by (used in) operating activities	8,990,164	699,324	9,689,488	13,821,934
Cash Flows from Noncapital Financing Activities				
Transfers from other funds	2,503,961	101	2,504,062	14,748
Transfers to other funds	-	(400,000)	(400,000)	(505,252)
Net cash provided by (used in) noncapital financing activities	2,503,961	(399,899)	2,104,062	(490,504)
Cash Flows from Capital and Related Financing Activities				
Acquisitions and construction of capital assets	(19,851,471)	-	(19,851,471)	(10,530,771)
Proceeds from sales of capital assets	-	132,582	132,582	558,874
Proceeds from revenue bonds	16,360,000	-	16,360,000	-
Principal paid on revenue bonds	(5,770,000)	-	(5,770,000)	-
Principal paid on general obligation bonds	(1,295,000)	-	(1,295,000)	-
Interest paid on revenue bonds	(4,091,214)	-	(4,091,214)	-
Interest paid on general obligation bonds	(297,394)	-	(297,394)	-
Principal paid on revolving loans	(1,326,010)	-	(1,326,010)	-
Interest paid on revolving loans	(421,044)	-	(421,044)	-
Principal paid on capital lease	(1,467,805)	-	(1,467,805)	-
Interest paid on capital lease	(81,401)	-	(81,401)	-
Net cash (used in) capital and related financing activities	(18,241,339)	132,582	(18,108,757)	(9,971,897)
Cash Flows from Investing Activities				
Interest received	1,286,909	37,080	1,323,989	382,588
Net cash provided by investing activities	1,286,909	37,080	1,323,989	382,588
Net increase (decrease) in cash and cash equivalents	(5,460,305)	469,087	(4,991,218)	3,742,121
Cash and cash equivalents - beginning of year	58,701,332	1,012,149	59,713,481	14,719,226
Cash and cash equivalents - end of year	\$ 53,241,027	\$ 1,481,236	\$ 54,722,263	\$ 18,461,347

See accompanying notes to the basic financial statements

City of Olathe, Kansas
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2019

	Business-type Activities - Enterprise Funds			Governmental Activities -
	Major			Internal Service Funds
	Water and Sewer Fund	Solid Waste Fund	Total	
Reconciliation of operating income to net cash provided by (used in) operating activities				
Operating income	\$ 2,101,934	\$ 582,099	\$ 2,684,033	\$ 7,877,731
Adjustments to reconcile operating income to cash provided by (used in) operating activities				
Depreciation	7,265,508	100,918	7,366,426	5,769,425
Changes in assets and liabilities				
(Increase) decrease in receivables	(487,899)	(80,240)	(568,139)	(68,860)
(Increase) in deferred outflows	(292,076)	(102,801)	(394,877)	-
(Increase) decrease in inventories	28,994	-	28,994	34,933
Decrease in due from other funds	-	-	-	104,369
Increase (decrease) in accounts and claims payable	32,225	840	33,065	102,520
Increase in net pension liability	236,853	104,215	341,068	-
(Decrease) in deferred inflows	(44,954)	3,266	(41,688)	-
Increase in total KPERS OPEB liability	70,119	30,852	100,971	-
Increase in total OPEB liability	136,021	45,341	181,362	-
(Decrease) in deposits	(40,775)	-	(40,775)	-
Increase in compensated absences	(15,786)	14,834	(952)	1,816
Total adjustments	<u>6,888,230</u>	<u>117,225</u>	<u>7,005,455</u>	<u>5,944,203</u>
Net cash provided by (used in) operating activities	<u>\$ 8,990,164</u>	<u>\$ 699,324</u>	<u>\$ 9,689,488</u>	<u>\$ 13,821,934</u>
Noncash investing capital and financing activities:				
Contributed capital assets	\$ 4,445,642	\$ -	\$ 4,445,642	\$ -

See accompanying notes to the basic financial statements



Notes to the Basic Financial Statements

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

1. Summary of Significant Accounting Policies

The City of Olathe, Kansas (the City) was incorporated February 20, 1857 under the provisions of K.S.A. 12-101, et seq. The City operates under a Council-Manager form of government and provides the following services as authorized by its charter: public safety (police and fire), highways and streets, sanitation, health and social services, culture/recreation, education, public improvements, water and sewer, planning and zoning, and general administrative services.

This summary of significant accounting policies of the City is presented to assist in understanding the City's basic financial statements. The basic financial statements and notes are representations of the City's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America (GAAP) as applicable to local governments and have been consistently applied in the preparation of the basic financial statements. The following is a summary of the more significant policies:

a. Reporting Entity

An elected seven member council (including the Mayor) governs the City. As required by GAAP, the financial statements present data for all departments and funds of the City, including all boards and commissions (the primary government, herein referred to as the City) and a component unit, an entity for which the City is considered to be financially accountable.

The determination of financial accountability includes consideration of a number of criteria including: (1) the appointment of a voting majority of an entity's governing authority and the ability of the primary government to impose its will on the entity, (2) the potential for the entity to provide specific financial benefits to, or impose specific financial burdens on, the primary government, and (3) the entity's fiscal dependency on the primary government.

b. Individual Component Unit Disclosures

Discretely Presented Component Unit – The discretely presented component unit is presented in a separate column in the government-wide financial statements to emphasize it is legally separate from the primary government.

The Olathe Public Housing Authority (the Authority) is a separate legal entity governed by a seven member board, which is appointed by the City Council. Although City employees perform administration of various programs, management of the Authority has responsibility for its own operations. The City provides a significant portion of the Authority's support and property. The Authority does not issue separate financial statements.

c. Basis of Presentation – Fund Accounting

The accounting system is organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

The City's funds are grouped into two broad fund categories for basic financial statement presentation purposes. Governmental funds include the general, special revenue, debt service, and the capital projects funds. Proprietary funds include enterprise and internal service funds.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

d. Basis of Accounting

Government-wide Financial Statements

The statement of net position and the statement of activities display information about the City (the primary government) as a whole. Internal service funds and other interfund activities are eliminated to avoid “doubling up” revenues and expenses. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from the legally separate component unit for which the primary government is financially accountable.

The government-wide financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. This is the same approach used in the preparation of the proprietary fund financial statements, but differs from the manner in which governmental fund financial statements are prepared. Therefore, each of the governmental fund financial statements includes a reconciliation with brief explanations to better identify the relationship between the governmental fund’s statements and the government-wide statements.

The government-wide statement of activities presents a comparison between expenses and program revenues for each program of the governmental activities. Expenses are specifically associated with a service, program, or department and are therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program is self-financing or draws from the general revenues of the City.

Fund Financial Statements

Fund financial statements report detailed information about the City. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. The major individual enterprise funds are reported as separate columns in the proprietary fund financial statements. Nonmajor funds are aggregated and presented in a single column on the governmental and proprietary fund financial statements.

The City reports the following major governmental funds:

General

The General Fund is the main operating fund of the City. It accounts for all financial resources of the general government, except those accounted for and reported in another fund.

Debt Service

The Debt Service Fund accounts for the accumulation of resources for, and the payment of, long-term general obligation debt principal, interest, and related costs.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

Special Tax Financing

The Special Tax Financing Fund accounts for ad valorem and sales tax monies received from the increased assessed values of the tax increment financing (TIF) districts and its sales activities, the transportation development district (TDD) sales activities, and the Community Improvement District (CID) sales activities. This fund is considered a debt service fund.

Capital Projects

The Capital Projects Fund accounts for the financing and construction of street improvement projects, water and sewer improvement projects, and various other citywide improvement projects.

The City reports the following major proprietary funds:

Water and Sewer

The Water and Sewer Fund accounts for the activities of the sewage treatment plant, sewage pumping stations, collection systems, and the water distribution system.

Solid Waste

The Solid Waste Fund accounts for the provision of solid waste collection and disposal services to the residents and businesses of the City.

Proprietary Funds

Proprietary funds use the flow of economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. All assets and liabilities (whether current or noncurrent) associated with a proprietary fund's activities are included on its statement of net assets.

Proprietary funds include the following fund types:

Enterprise Funds account for operations that are financed and operated in a manner similar to private business enterprises, as the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Internal Service Funds account for the financing of goods and services, such as insurance and fleet management, provided to other departments or agencies of the City on a cost reimbursement basis.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and of the City's internal service funds are charges for services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

Governmental Funds

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized as they are both measurable and available to finance the City's current operations.

"Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Significant revenues, which are considered susceptible to accrual, include property taxes, sales taxes, franchise taxes, interest, and certain state and federal grants and entitlements. Expenditures, including capital outlays, are recorded in all nonproprietary fund types when the related liability is both measurable and incurred except for general obligation debt principal and interest which are reported as expenditures in the year due.

In applying the susceptible-to-accrual concept to intergovernmental revenues, the legal and contractual requirements of the numerous individual programs are used as guidance. There are, however, essentially two types of these revenues. In one, monies must be expended on the specific purposes or project before any amounts will be paid to the City; therefore, revenues are recognized based on the expenditures recorded. In the other, monies are virtually unrestricted as to purpose of expenditure and nearly irrevocable, i.e., revocable only for failure to comply with prescribed compliance requirements. These resources are reflected as revenues at the time of receipt or earlier if they meet the measurable and available criteria.

Licenses and permits, fines and forfeitures, charges for services and miscellaneous revenues are recorded when received in cash because they are generally not measurable until actually received.

In accordance with state statutes, projects financed in part by special assessments are financed through issuance of general obligation bonds of the City and are retired from the Debt Service Fund. Special assessments are recorded as unearned revenues in the year the assessments are levied. Special assessments paid in full prior to the issuance of bonds are recorded as revenue in the capital project fund. Special assessments received after the issuance of bonds are recorded as revenue in the Debt Service Fund.

e. Cash and Cash Equivalents

In the statement of cash flows for the proprietary funds, cash and cash equivalents include cash held in financial institutions and investments with original maturities less than three months.

f. Accounts Receivable

Accounts receivable result primarily from water, sewer, and sanitation services accounted for in the Water and Sewer Fund and the Solid Waste Fund (Enterprise Funds).

g. Inventories and Other Prepaid Items

Inventories are stated at cost using the first-in/first out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

Certain payments represent costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

h. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g. streets, traffic signals, sewers, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost at or above the capitalization threshold listed below and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Capital assets of the primary government, as well as the component units, are depreciated using the straight-line method over the following estimated useful lives:

		Capitalization Threshold
Buildings and improvements	40 years	\$ 100,000
Vehicles and equipment	4 - 20 years	5,000
Water system	75 years	50,000
Sewage system	75 years	50,000
Streets	20 years	100,000
Storm sewer	40 years	25,000
Traffic signals	30 years	25,000
Land	Not Depreciated	25,000

i. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position includes a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. The City has three items that qualify for reporting in this category. One is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. In addition, there is the deferred change in proportion dealing with OPEB and pensions and contributions made after the measurement date. These represent a consumption of net position that applies to future periods and is not recognized as an outflow of resources until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. The City has

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

nonexchange revenue transactions where a receivable has been recorded because property taxes were levied, but the resources cannot be used until a future period. This item has been reported as deferred inflow on the government-wide statement of net position. In addition, nonexchange revenue transactions for intergovernmental, special assessments, and loan related transactions have receivables recorded, but resources are not available on the modified accrual basis and therefore are recorded as deferred inflows in the governmental funds. Also a deferred inflow of resources dealing with OPEB and pension is reported for the differences between expected and actual experience, the net difference between projected and actual earnings on pension investments, and changes of assumptions.

j. Budgets and Budgetary Accounting

Applicable Kansas statutes require budgets be legally adopted for all funds unless exempt by a specific statute. Specific funds exempt from legally adopted budgets are all federal and state assistance funds and capital projects funds. Specific special revenue funds exempt from legally adopted budgetary requirements include the Reimbursable Programs, Grants, and Cemetery Funds. Controls over spending in funds which are not subject to legal budgets are maintained by the use of the internal spending limits established by management.

Funds requiring legally adopted budgets are the General, Fire Levy, Motor Fuel Tax, Library Operating, Economic Development and Tourism, Special Park and Recreation, Special Alcohol, Storm Water, Park Sales Tax, Street Maintenance Sales Tax, Recreation, Special Tax Financing, Debt Service, Water and Sewer, Solid Waste, and all Internal Service Funds.

The annual operating budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Revenues are recognized on the modified accrual basis. Expenditures include disbursements, accounts payable, and encumbrances.

Encumbrances are commitments of funds for unperformed contracts for goods and services. Encumbrance accounting is used, to the extent necessary, to ensure effective budgetary control and accountability and to facilitate effective cash planning and control in governmental funds. Encumbered appropriations which will be honored at year-end are included with the fund balance classifications to which resources had already been classified. If the balance had not been previously classified (general fund only), it is included within assigned. Subsequent year's appropriations will provide the authority to complete these transactions; they do not constitute either expenditures or liabilities of the fund.

All unencumbered appropriations lapse at year-end. Accordingly, the actual data presented in the budgetary comparison statements include encumbrances and, consequently, differ from the expenditure data presented in the basic financial statements prepared in accordance with GAAP.

The Debt Service Fund budget is prepared to provide a basis for a level ad valorem tax levy through the tax year life of the outstanding debt. Therefore, the timing of the amounts levied for the principal reduction does not necessarily correspond to the timing of the payment of principal maturities.

The statutes provide for the following sequence and timetable in the adoption of budgets:

- (1) Preparation of the budget for the succeeding calendar year on or before August 1 of each year.
- (2) Publication of the proposed budget on or before August 5 of each year.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

(3) A minimum of 10 days notice of a public hearing, published in a local newspaper on or before August 15 of each year on the proposed budget.

(4) Adoption of the final budget on or before August 25 of each year.

Kansas statutes permit transferring budgeted amounts between line items within an individual fund; however, such statutes prohibit creating expenditures in excess of the total amount of the adopted budget of expenditures of individual funds. The City Manager can transfer appropriations within a fund without the approval of the governing body; however, total appropriations are not to exceed the fund's total budgeted amount.

k. Retirement Plans

Substantially all full-time City employees are members of the Kansas Public Employees Retirement System (KPERS) or the Kansas Police and Fire Retirement Plan (KP&F) (a cost-sharing multiple-employer public employee retirement system). The City's policy is to fund all pension costs accrued; such costs are determined annually by the State.

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pension expense, information about the fiduciary net position of the KPERS, and additions to/deductions from KPERS fiduciary net position have been determined on the same basis as they are reported by KPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

l. Compensated Absences

The City's policy permits employees to accumulate a maximum of 8 weeks of vacation time. Accumulated unpaid vacation for the governmental funds is included as a liability in the government-wide financial statements. Accumulated unpaid vacation for proprietary funds is included as a liability in both the fund and government-wide financial statements.

The City's policy permits employees to accumulate an unlimited amount of sick leave. The current policy is to compensate employees for 25% of unused accumulated sick leave based on a maximum of 960 hours upon retirement. The employee must be eligible for KPERS or KP&F retirement to qualify.

m. Interfund Transactions

Permanent reallocation of resources between funds of the reporting entity is classified as interfund transfers. For purpose of the statement of activities, all interfund transfers between individual governmental funds have been eliminated.

n. Equity Classifications

In the government-wide statements, equity is shown as net position and classified into three components:

(1) Net investment in capital assets – consisting of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages notes, or other borrowings that are attributable to the acquisitions, construction, or improvements of those assets.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

(2) Restricted net position – consisting of net position with constraints placed on their use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation. The City first utilizes restricted resources to finance qualifying activities.

(3) Unrestricted net position – All other net position that does not meet the definition of “restricted” or “net investment in capital assets.”

In the governmental funds, equity is shown as fund balance and classified into five components:

- (1) Nonspendable – inherently nonspendable
- (2) Restricted – externally enforceable limitations on use
- (3) Committed – self – imposed limitations set in place prior to the end of the period at the highest level of decision making
- (4) Assigned – limitation resulting from intended use
- (5) Unassigned – residual net resources

o. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

p. New Accounting Standards Adopted

For the year ended December 31, 2019, the City implemented GASB Statement No. 83, *Certain Asset Retirement Obligations*. The objective of this Statement is to enhance comparability of financial statements among governments by establishing uniform criteria for governments to recognize and measure certain AROs, including obligations that may not have been previously reported. This Statement also will enhance the decision-usefulness of the information provided to financial statement user by requiring disclosure related to those AROs.

For the year ended December 31, 2019, the City implemented GASB Statement No.84, *Fiduciary Activities*. The objective of this Statement is to enhance consistency and comparability by (1) establishing specific criteria for identifying activities that should be reported as fiduciary activities and (2) clarifying whether and how business-type activities should report their fiduciary activities.

For the year ended December 31, 2019, the City implemented GASB Statement No. 88, *Accounting for Interest Cost Incurred before the End of a Construction Period*. The objective of this Statement is to improve financial reporting by providing users of financial statement with essential information that currently is not consistently provided. In addition, information about resources to liquidate debt and the risk associated with the changes in terms associated with debt will be disclosed.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

For the year ended December 31, 2019, the City implemented GASB Statement No. 90, *Majority Equity Interests-an amendment of GASB Statements No. 14 and No. 61*. The objective of this Statement is to improve financial reporting by providing users of financial statement with essential information related to presentation of majority equity interests in legally separate organization that previously was reported inconsistently. In addition, requiring reporting of information about the cost of services to be provided by the component unit in relation to the consideration provided to acquire the component unit. that currently is not consistently provided.

2. Deposits and Investments

The City combines idle cash from all funds for the purpose of increasing income through investment activities. Investments are carried at fair value, which approximates cost. Interest income on investments and appreciation/depreciation in fair value investments are allocated to the governmental fund types and proprietary fund types on the basis of average monthly cash balances. State statutes authorize the City to invest in fully collateralized or fully insured money market accounts, time deposits, the State of Kansas Municipal Investment Pool, direct debt securities of the United States, and fully collateralized repurchase agreements. The State of Kansas Municipal Investment Pool is operated by the State Treasurer and is not a SEC registered pool. The Pooled Money Investment Board (PMIB) provides the regulatory oversight for this pool. The fair value of the City's position in the pool is the same as the value of the City's pool shares.

Facts and Assumptions – The City holds investments that are measured at fair value on a recurring basis. Since investing is not a core part of the City's mission, the City determines that the disclosures related to these investments only need to be disaggregated by major type. The City chooses a narrative format for the fair value disclosures.

The City categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the assets. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The City has the following recurring fair value measurements as of December 31, 2019:

Government Agencies of \$36.7 million are valued using observable inputs (Level 2 inputs).
U.S. Treasury Notes of \$5.0 million are valued using quoted market prices (Level 1 inputs).
State investment pool of \$10.4 million are valued using net asset value (Level 1 inputs).

Interest Rate Risk and Reconciliation of Cash and Investments to the Statement of Net Position – As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits its investment maturities to less than four years. Listed as follows are the City's investments with maturity dates.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

Cash, Cash Equivalents, and Investments	Maturities	Fair Value
State investment pool - overnight	6 months or less	\$ 10,446,181
Government Agency	12-Feb-20	10,014,005
Government Agency	28-Sep-20	4,990,844
Government Agency	10-Jan-20	4,998,322
Government Agency	15-Oct-20	5,045,270
Government Agency	1-May-20	4,995,388
Government Agency	1-May-20	1,666,461
Government Agency	20-Apr-20	4,996,000
Treasury Note	31-Jan-20	4,998,400
Total investments		52,150,871
Certificates of deposit		148,000,000
Cash held by trustee		1,541,753
Restricted cash deposits		8,015,333
Unrestricted cash deposits		21,380,405
Total cash, cash equivalents, and investments		<u>\$ 231,088,362</u>

Credit Risk – State law limits investments to Temporary Notes of the City, Collateralized Certificates of Deposit, Collateralized Repurchase Agreements, U.S. Treasury Obligations, the Kansas Municipal Investment Pool, Commercial Bank Savings Accounts, U.S. Government Agency Securities, U.S. Government Sponsored Corporation's Instruments, and Multiple Client Investment Pools. The City's policy on credit risk follows state statutes. As of December 31, 2019, City funds not held in depository accounts had been invested in Certificates of Deposit, Government Sponsored Corporation Instruments, Guaranteed Investment Contracts, and the Kansas Municipal Investment Pool (rated AAf/S1 by Standard & Poor's).

Concentration of Credit Risk – At December 31, 2019, of total cash and investment, the City invested \$148 million, or 64%, in certificates of deposit, \$36.7 million or 16% in Government Sponsored Corporation's Instruments ((FHLMC (32%), FFCB (27%) and FHLB (41%)) – (all rated Aaa by Moody's)), \$5.0 million or 2% in Treasury Notes, \$10.4 million or 5% in the Kansas Municipal Investment Pool, and \$21.3 million, or 9%, in unrestricted cash deposit accounts. The City also has \$9.5 million or 4% of cash that is held by trustee or restricted.

Custodial Credit Risk – For deposits or investments, custodial credit risk is the risk that, in the event of the failure of the bank or counterparty, the City will not be able to recover the value of its deposits, investments, or collateral securities that are in the possession of an outside party. The City's policy for deposits and investments follows state statutes. At December 31, 2019, all of the City's deposits were fully insured by federal depository insurance or otherwise collateralized by securities held in the City's name. The City has \$36,706,290 of Government Agencies and \$4,998,400 of U.S. Treasury Notes that are held by the investment counterparty.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

3. Taxes and Special Assessments

Taxes and special assessments revenue by fund type, including interest and penalties, as of December 31, 2019 are as follows:

	Major		Other	
	General	Debt Service	Special Tax Financing	Governmental Funds
				Total
Property tax	\$ 20,888,757	\$ 20,384,793	\$ 2,996,839	\$ 10,027,335
Sales tax	50,969,434	424,913	3,493,999	15,070,116
Franchise tax	11,638,652	-	-	-
Transient guest tax	-	-	416,391	1,382,096
Special assessment	-	5,694,851	-	-
	<u>\$ 83,496,843</u>	<u>\$ 26,504,557</u>	<u>\$ 6,907,229</u>	<u>\$ 26,479,547</u>
				<u>\$ 143,388,176</u>

Taxes and special assessments receivable by fund type as of December 31, 2019 are as follows:

	Major		Other	
	General	Debt Service	Special Tax Financing	Governmental Funds
				Total
Property tax	\$ 20,087,516	\$ 19,654,228	\$ 3,100,000	\$ 9,653,270
Sales tax	9,283,758	-	670,149	2,741,136
Franchise tax	2,032,924	-	-	-
Transient guest tax	-	-	106,693	371,272
Special assessment	-	31,407,591	-	-
	<u>\$ 31,404,198</u>	<u>\$ 51,061,819</u>	<u>\$ 3,876,842</u>	<u>\$ 12,765,678</u>
				<u>\$ 99,108,537</u>

The City's Property tax is levied each November 1 on the assessed value as of the prior January 1 for all property located in the City. November 1 also serves as the lien date. The assessed values are established by the Johnson County Assessor. The assessed value for property (excluding motor vehicle) located in the City as of November 1, 2018 on which the 2019 levy was based was \$2,022,941,525.

The City's property tax levies per \$1,000 assessed valuation for the year ended December 31, 2019 were as follows:

Fund	Levy
General	\$ 9.921
Special revenue	4.769
Debt service	9.707
	<u>\$ 24.397</u>

The City's property taxes for 2019 were assessed in November of 2018 and distributed to the City in 2019 in accordance with state statutes. Property taxes are due in total by December 31 following the levy date, or they may be paid in equal installments if paid by December 20 (first installment) and the following May 10 (second installment).

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

State statutes prohibit the County Treasurer from distributing taxes collected in the year levied prior to January 1 of the ensuing year. Therefore taxes levied in the current year are recorded as taxes receivable and deferred inflows of resources at year-end and are recognized as revenue, net of estimated uncollectible and delinquent amounts, in the year they become due.

4. Intergovernmental Receivables and Revenue

Amounts due from other governments as of December 31, 2019 are as follows:

	Major		Internal	Other	
	General	Capital Projects	Service Vehicle Replacement	Governmental Funds	Total
Federal					
Department of Housing and Urban Development	\$ -	\$ -	\$ -	\$ 118,976	\$ 118,976
FEMA	-	-	-	126,152	126,152
Department of Justice	-	-	-	26,134	26,134
State					
Department of Revenue	100,000	-	-	1,179,955	1,279,955
Department of Transportation	11,943	326,503	17,146	6,646	362,238
				3,802	3,802
Local					
Kansas City Area Transportation Authority	-	-	-	28,201	28,201
MARC	-	-	-	16,259	16,259
Johnson County	-	1,356,275	-	99,933	1,456,208
	<u>\$ 111,943</u>	<u>\$ 1,682,778</u>	<u>\$ 17,146</u>	<u>\$ 1,606,058</u>	<u>\$ 3,417,925</u>

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

Intergovernmental revenues for the year ended December 31, 2019 consisted of the following:

	Major		Internal Service	Other	
	General	Capital Projects	Vehicle Replacement	Governmental Funds	Total
Federal					
Department of Housing and Urban Development	\$ -	\$ -	\$ -	\$ 554,217	\$ 554,217
FEMA	-	-	-	443,284	443,284
Department of Justice	-	-	-	62,530	62,530
State					
Liquor Tax	519,093	-	-	1,038,186	1,557,279
State Highway Connecting Links	63,243	-	-	-	63,243
Special Highway	-	-	-	3,838,285	3,838,285
Library State Aid	-	-	-	39,152	39,152
Department of Aging	-	-	-	48,082	48,082
Department of Wildlife and Parks	-	-	-	6,803	6,803
Department of Transportation	-	2,444,934	17,146	48,347	2,510,427
County					
Street improvements	-	4,312,965	-	62,931	4,375,896
Herritage Trust	-	-	-	6,431	6,431
Local					
MARC	-	-	-	12,503	12,503
Kansas City Area Transportation Authority	-	-	-	166,658	166,658
Olathe Medical Center				220,000	220,000
Unified School District 233	624,846	122,286	-	-	747,132
	<u>\$ 1,207,182</u>	<u>\$ 6,880,185</u>	<u>\$ 17,146</u>	<u>\$ 6,547,409</u>	<u>\$ 14,651,922</u>

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

5. Capital Assets

Capital Asset activity for the year ended December 31, 2019 was as follows:

	Restated Beginning of Year	Additions	Retirements	End of Year
Governmental activities				
Capital assets, not being depreciated				
Land	\$ 109,198,405	\$ 1,596,937	\$ -	\$ 110,795,342
Art collection	20,845	-	-	20,845
Kansas Room Collection / Genealogy	46,300	500	-	46,800
Construction in progress	111,808,070	55,464,435	13,548,714	153,723,791
Total capital assets, not being depreciated	<u>221,073,620</u>	<u>57,061,872</u>	<u>13,548,714</u>	<u>264,586,778</u>
Capital assets being depreciated				
Land improvements	76,240	-	-	76,240
Buildings	112,336,740	7,138,596	-	119,475,336
Machinery and equipment	73,546,149	11,055,736	3,204,204	81,397,681
Swimming pools	10,021,514	-	-	10,021,514
Infrastructure	804,534,352	16,682,200	-	821,216,552
Books and materials	4,150,084	498,521	401,325	4,247,280
Total capital assets being depreciated	<u>1,004,665,079</u>	<u>35,375,053</u>	<u>3,605,529</u>	<u>1,036,434,603</u>
Less accumulated depreciation for				
Land improvements	(34,245)	(3,338)	-	(37,583)
Buildings	(34,552,170)	(2,741,881)	-	(37,294,051)
Machinery and equipment	(46,966,738)	(6,453,735)	(3,198,588)	(50,221,885)
Swimming pools	(6,730,979)	(517,901)	-	(7,248,880)
Infrastructure	(456,340,447)	(27,419,806)	-	(483,760,253)
Books and materials	(3,094,513)	(419,581)	(401,325)	(3,112,769)
Total accumulated depreciation	<u>(547,719,092)</u>	<u>(37,556,242)</u>	<u>(3,599,913)</u>	<u>(581,675,421)</u>
Total capital assets being depreciated, net	<u>456,945,987</u>	<u>(2,181,189)</u>	<u>5,616</u>	<u>454,759,182</u>
Governmental activities capital assets, net	<u>\$ 678,019,607</u>	<u>\$ 54,880,683</u>	<u>\$ 13,554,330</u>	<u>\$ 719,345,960</u>

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

	Beginning of Year	Additions	Retirements	End of Year
Business-type activities				
Capital assets, not being depreciated				
Land	\$ 4,622,031	\$ -	\$ 28,227	\$ 4,593,804
Construction in progress	23,867,627	20,781,508	11,245,385	33,403,750
Total capital assets, not being depreciated	<u>28,489,658</u>	<u>20,781,508</u>	<u>11,273,612</u>	<u>37,997,554</u>
Capital assets being depreciated				
Buildings	33,778,295	-	-	33,778,295
Machinery and equipment	4,838,406	-	23,359	4,815,047
Water system	209,901,704	12,932,121	-	222,833,825
Sewer system	202,543,397	2,758,905	-	205,302,302
Total capital assets being depreciated	<u>451,061,802</u>	<u>15,691,026</u>	<u>23,359</u>	<u>466,729,469</u>
Less accumulated depreciation for				
Buildings	(13,336,110)	(810,774)	-	(14,146,884)
Machinery and equipment	(3,184,577)	(407,098)	(23,359)	(3,568,316)
Water system	(61,607,339)	(3,477,321)	-	(65,084,660)
Sewer system	(44,697,093)	(2,671,233)	-	(47,368,326)
Total accumulated depreciation	<u>(122,825,119)</u>	<u>(7,366,426)</u>	<u>(23,359)</u>	<u>(130,168,186)</u>
Total capital assets being depreciated, net	<u>328,236,683</u>	<u>8,324,600</u>	<u>-</u>	<u>336,561,283</u>
Business-type activities capital assets, net	<u>\$ 356,726,341</u>	<u>\$ 29,106,108</u>	<u>\$ 11,273,612</u>	<u>\$ 374,558,837</u>

	Beginning of Year	Additions	Retirements	End of Year
Component unit				
Capital assets, not being depreciated				
Land	\$ 442,111	\$ -	\$ -	\$ 442,111
Total capital assets, not being depreciated	<u>442,111</u>	<u>-</u>	<u>-</u>	<u>442,111</u>
Capital assets being depreciated				
Buildings and improvements	8,615,751	41,886	-	8,657,637
Machinery and equipment	227,436	4,027	1,674	229,789
Total capital assets being depreciated	<u>8,843,187</u>	<u>45,913</u>	<u>1,674</u>	<u>8,887,426</u>
Less accumulated depreciation for				
Buildings	(6,586,286)	(231,085)	-	(6,817,371)
Machinery and equipment	(209,684)	(3,664)	(998)	(212,350)
Total accumulated depreciation	<u>(6,795,970)</u>	<u>(234,749)</u>	<u>(998)</u>	<u>(7,029,721)</u>
Total capital assets being depreciated, net	<u>2,047,217</u>	<u>(188,836)</u>	<u>676</u>	<u>1,857,705</u>
Component units capital assets, net	<u>\$ 2,489,328</u>	<u>\$ (188,836)</u>	<u>\$ 676</u>	<u>\$ 2,299,816</u>

City of Olathe, Kansas
Notes to the Basic Financial Statements
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Depreciation expense was charged to functions/programs of the primary government as follows:

Government activities

General government	\$ 1,165,088
Public safety	1,223,109
Public works	28,119,839
Community services	1,278,781
Capital assets held by the government's internal service funds are charged to the various functions based on their usage of assets	5,769,425
Total depreciation expense for governmental activities	<u>\$ 37,556,242</u>

Business-type activities

Water and sewer	\$ 7,265,508
Solid Waste	100,918
Total depreciation expense for business-type activities	<u>\$ 7,366,426</u>

6. Debt

Short-term debt

The following is a summary of the short-term debt transactions of the City for the year ended December 31, 2019.

	<u>Beginning of Year</u>	<u>Additions</u>	<u>Retirements</u>	<u>End of Year</u>	<u>Due in One Year</u>
Governmental					
Temporary notes	<u>\$ 27,118,915</u>	<u>\$ 54,817,201</u>	<u>\$ 27,118,915</u>	<u>\$ 54,817,201</u>	<u>\$ 54,817,201</u>

	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>End of Year</u>
Temporary Notes			
Street and sidewalk improvements	3.00%	1-Aug-20	\$ 37,096,577
Citywide improvements	3.00%	1-Aug-20	17,269,728
Water and sewer improvements	3.00%	1-Aug-20	450,896
			<u>\$ 54,817,201</u>

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

Long-term debt

The following is a summary of long-term debt transactions for the year ended December 31, 2019.

	Beginning of Year	Additions	Retirements	End of Year	Due in One Year
Governmental					
General obligation bonds	\$ 190,005,000	\$ 21,115,000	\$ 45,975,000	\$ 165,145,000	\$ 20,650,000
Special obligations bonds	24,754,653	-	1,545,024	23,209,629	15,854,629
Revenue bonds	-	3,225,000	150,000	3,075,000	105,000
Capitalized leases	951	-	951	-	-
Compensated absences	4,159,373	3,890,625	3,779,216	4,270,782	2,314,631
Total KPERS OPEB liability	1,270,882	266,693	81,970	1,455,605	-
Total OPEB liability	22,063,427	2,408,708	1,456,561	23,015,574	-
	242,254,286	30,906,026	52,988,722	220,171,590	38,924,260
Add: bond issuance premium	19,073,571	3,188,794	2,352,454	19,909,911	2,442,449
Deduct: bond discount	(1,957)	-	(126)	(1,831)	(126)
Total governmental debt	261,325,900	34,094,820	55,341,050	240,079,670	41,366,583
Business-type					
General obligation bonds	9,945,000	-	1,295,000	8,650,000	1,330,000
Revenue bonds	86,885,000	16,360,000	5,770,000	97,475,000	4,420,000
KDHE revolving loan	15,000,389	-	1,326,010	13,674,379	1,369,707
Capitalized leases	4,029,068	-	1,479,570	2,549,498	1,556,751
Compensated absences	1,021,593	1,287,787	1,288,739	1,020,641	797,187
Total KPERS OPEB liability	694,456	135,864	34,893	795,427	-
Total OPEB liability	4,202,557	458,802	277,440	4,383,919	-
	121,778,063	18,242,453	11,471,652	128,548,864	9,473,645
Add: bond issuance premium	1,555,042	1,325,281	292,865	2,587,458	310,237
Deduct: bond discount	(452,207)	(138,721)	(65,257)	(525,671)	(57,428)
Total business-type debt	122,880,898	19,429,013	11,699,260	130,610,651	9,726,454
Total primary government	\$ 384,206,798	\$ 53,523,833	\$ 67,040,310	\$ 370,690,321	\$ 51,093,037

Projects financed in part by special assessments are financed by the issuance of general obligation bonds of the City and are backed by the full faith and credit of the City, and are included within the General Obligation Bonds and are retired from the Debt Service Fund.

Upon authorization for the issuance of general obligation bonds for certain improvements, Kansas law permits temporary financing of such improvements by the issuance of general obligation notes. General obligation notes issued may not exceed the aggregate amount of bonds authorized, are interest bearing, and have a maturity date not later than four years from the date of issuance of such general obligation notes.

Compensated absences and OPEB liabilities have typically been liquidated by the General, Water and Sewer, Solid Waste, and Central Garage Funds.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

Bonds

	<u>Original Issue</u>	<u>Original Issue Interest Rate</u>	<u>Maturity Date</u>	<u>End of Year</u>
General Obligation Bonds				
Governmental activities				
2009 Series 212 improvement bonds	\$ 21,650,000	2.00 - 4.25	1-Oct-29	\$ 345,000
2010 Series 216 improvement bonds	1,203,000	1.50 - 4.30	1-Oct-20	140,000
2010 Series 217 improvement bonds	7,015,000	1.00 - 4.30	1-Oct-20	755,000
2011 Series 218 improvement bonds	28,100,000	2.00 - 5.00	1-Oct-31	12,370,000
2012 Series 221 refunding and improvement	6,505,000	2.00 - 2.375	1-Oct-24	2,565,000
2013 Series 222 refunding and improvement	27,330,000	2.00 - 5.00	1-Oct-33	17,550,000
2014 Series 223 improvement bonds	9,315,000	1.50 - 5.00	1-Oct-24	6,690,000
2014 Series 224 refunding	4,260,000	3.00 - 4.00	1-Oct-20	540,000
2014 Series 225 improvement bonds	12,905,000	1.00 - 3.90	1-Sep-35	11,295,000
2015 Series 226 improvement bonds	11,695,000	2.50 - 5.00	1-Oct-25	6,895,000
2015 Series 227 refunding	8,290,000	2.00 - 4.00	1-Oct-27	4,310,000
2016 Series 228 refunding and improvement	25,315,000	0.98 - 2.54	1-Oct-31	19,385,000
2016 Series 229 improvement	5,765,000	0.90 - 2.55	1-Oct-26	4,215,000
2017 Series 230 refunding and improvement	27,525,000	2.50 - 5.00	1-Oct-29	25,525,000
2018 Series 231 improvement bonds	34,170,000	4.00 - 5.00	1-Oct-28	31,450,000
2019 Series 232 improvement bonds	21,115,000	3.00 - 5.00	1-Oct-30	21,115,000
				<u>165,145,000</u>
Business-type activities				
2011 Series 220 refunding	17,510,000	2.00 - 4.00	1-Jul-25	8,650,000
Total General Obligation Bonds				<u>\$ 173,795,000</u>

	<u>Original Issue</u>	<u>Original Issue Interest Rate</u>	<u>Maturity Date</u>	<u>End of Year</u>
Governmental activities				
Special Obligation Bonds				
2006 Series Olathe Gateway TIF	\$ 13,030,000	4.75 - 5.00	1-Mar-26	\$ 7,769,555
2006 Series Olathe Gateway TDD	9,195,000	4.75 - 5.00	1-Dec-28	7,060,074
2007 Series West Village TIF	16,565,000	5.00 - 5.50	1-Sep-26	8,380,000
				<u>\$ 23,209,629</u>

2006 Olathe Gateway TIF

The City has pledged 100% of the incremental increase in ad valorem tax revenues and 100% of the incremental increase in the City's sales tax revenues to repay the \$13,030,000 in tax increment financing bonds issued in December 2006 to finance the redevelopment of the Olathe Gateway. The bonds are payable solely from the incremental ad valorem and sales taxes generated by Olathe Gateway. Incremental taxes were projected to produce \$21,199,063, payable through March 2026. As of December 31, 2019, total principal and interest remaining on the bonds was \$10,882,576. For 2019, principal and interest paid and total incremental tax revenues were \$605,000 and \$612,077, respectively.

Due to the insufficiency of funds to cover the principal on the Bonds for the September 1, 2011, debt service payment, the Trustee has determined that an "event of default" has occurred under the Indenture and has declared the principal of all bonds outstanding and the interest accrued thereon to be immediately due and payable. The Bonds are special, limited obligations of the City. Neither the Bonds nor the interest thereon constitute a general obligation or indebtedness of, nor is the payment thereof guaranteed by the City.

City of Olathe, Kansas
Notes to the Basic Financial Statements
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2006 Olathe Gateway TDD

The City has pledged 100% of the transportation development district sales tax (1%) on the selling of tangible personal property or rendering or furnishing of services within the transportation district to repay the \$9,195,000 in transportation development district bonds issued in December 2006 to finance the redevelopment of the Olathe Gateway. The bonds are payable solely from the transportation development district tax revenue generated by Olathe Gateway. Incremental taxes were projected to produce \$19,042,625 over the life of the bonds. As of December 31, 2019, total principal and interest remaining on the bonds was \$10,057,287, payable through December 2028. For 2019, principal and interest paid and total incremental tax revenues were \$230,000 and \$291,751, respectively.

Due to the insufficiency of funds to cover the principal on the Bonds for the June 1, 2011, debt service payment, the Trustee has determined that an "event of default" has occurred under the Indenture and has declared the principal of all bonds outstanding and the interest accrued thereon to be immediately due and payable. The Bonds are special, limited obligations of the City. Neither the Bonds nor the interest thereon constitute a general obligation or indebtedness of, nor is the payment thereof guaranteed by the City.

2007 West Village TIF

The City has pledged 100% of the incremental increase in ad valorem tax revenues and 100% of the incremental increase in the City's sales tax revenues to repay the \$16,565,000 in tax increment financing bonds issued in July 2007 to finance the redevelopment of the West Village. The bonds are payable solely from the incremental ad valorem and sales taxes generated by the West Village. Incremental taxes were projected to produce \$32,108,898 over the life of the bonds. As of December 31, 2019, total principal and interest remaining on the bonds was \$10,117,184, payable through September 2026. For 2019, principal and interest and total incremental tax revenues were \$1,442,925 and \$1,713,303, respectively.

	<u>Original Issue</u>	<u>Original Issue Interest Rate</u>	<u>Maturity Date</u>	<u>End of Year</u>
Revenue Bonds				
Governmental activities				
2019 Stormwater System revenue bonds	3,225,000	3.00 - 5.000	1-Oct-38	\$ 3,075,000
Business-type activities				
2010 Water and Sewer System revenue bonds	\$ 6,540,000	0.60 - 5.800	1-Jul-30	3,830,000
2010 Water and Sewer System revenue bonds	8,050,000	1.00 - 5.700	1-Jul-35	5,850,000
2010 Water and Sewer System revenue bonds	36,280,000	1.00 - 6.000	1-Jul-36	27,465,000
2012 Water and Sewer System revenue bonds	9,585,000	2.00 - 3.000	1-Jul-32	6,605,000
2015 Water and Sewer System revenue bonds	18,895,000	2.00 - 5.000	1-Jul-35	16,005,000
2017 Water and Sewer System revenue bonds	11,340,000	3.00 - 4.000	1-Jul-37	10,280,000
2018 Water and Sewer System revenue bonds	11,580,000	3.00 - 5.000	1-Jul-38	11,205,000
2019 Water and Sewer System revenue bonds	16,360,000	3.00 - 5.000	1-Jul-39	16,235,000
Total revenue bonds				<u>\$ 100,550,000</u>

City of Olathe, Kansas
Notes to the Basic Financial Statements
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KDHE revolving loans

The City entered into a loan agreement with KDHE for the Cedar Creek Wastewater Treatment Plant Sludge Project. The loan was entered into on July 16, 2003 with an interest rate of 2.69% and a maximum amount of \$2,207,863. As of December 31, 2019, \$2,207,863 had been drawn on this loan and the payback amount was \$670,648. Principal payments of \$122,780 were made in 2019. The payback period for the amount of the loan remaining is 20 years. The loan payment began in 2005 when the project was completed.

The City entered into a loan agreement with KDHE for the Cedar Creek Wastewater Treatment Plant Pump Station Project. The loan was entered into on March 7, 2006 with an interest rate of 2.42% and a maximum amount of \$768,500. As of December 31, 2019, \$768,500 had been drawn on this loan and the payback amount was \$342,982. Principal payments of \$44,004 were made in 2019. The payback period for the amount of the loan remaining is 20 years. The loan payment began in 2007 when the project was completed.

The City entered into a loan agreement with KDHE for the 42" Finished Water Transmission Project. The loan was entered into on November 13, 2007 with an interest rate of 3.11% and a maximum amount of \$16,883,916. As of December 31, 2019, \$16,883,916 had been drawn on this loan and the payback amount was \$9,907,661. Principal payments of \$923,711 were made in 2019. The payback period for the amount of the loan remaining is 20 years. The loan payment began in 2009 when the project was completed.

The City entered into a loan agreement with KDHE for the Cedar Creek Wastewater Treatment Plant Expansion Project. The loan was entered into on March 9, 2009 with an interest rate of 2.55% and a maximum amount of \$4,221,984. As of December 31, 2019, \$4,221,984 had been drawn on this loan and the payback amount was \$2,753,087. Principal payments of \$235,515 were made in 2019. The payback period for the amount of the loan remaining is 20 years. The loan payment began in 2010 when the project was completed.

Annual debt service requirements to maturity for Governmental Activities are as follows:

Year	Governmental Activities							
	General Obligation Bonds		Revenue Bonds		Special Obligation Bonds		Totals	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2020	\$ 20,650,000	\$ 6,750,644	\$ 105,000	\$ 119,419	\$ 15,854,629	\$ 6,555,703	\$ 36,609,629	\$ 13,425,766
2021	18,415,000	5,696,372	110,000	114,169	1,110,000	388,380	19,635,000	6,198,921
2022	17,660,000	4,916,372	120,000	108,669	1,205,000	326,659	18,985,000	5,351,700
2023	17,790,000	4,222,497	125,000	102,669	1,300,000	259,600	19,215,000	4,584,766
2024	17,300,000	3,481,452	130,000	96,419	1,405,000	186,588	18,835,000	3,764,459
2025 - 2029	61,425,000	8,149,007	750,000	382,645	2,335,000	130,488	64,510,000	8,662,140
2030 - 2034	11,000,000	1,096,470	900,000	226,064	-	-	11,900,000	1,322,534
2035 - 2038	905,000	35,295	835,000	71,888	-	-	1,740,000	107,183
	165,145,000	34,348,109	3,075,000	1,221,942	23,209,629	7,847,418	191,429,629	43,417,469
Due within one year	20,650,000	6,750,644	105,000	119,419	15,854,629	6,555,703	36,609,629	13,425,766
Due in more than one year	\$ 144,495,000	\$ 27,597,465	\$ 2,970,000	\$ 1,102,523	\$ 7,355,000	\$ 1,291,715	\$ 154,820,000	\$ 29,991,703

City of Olathe, Kansas
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Annual debt service requirements to maturity for Business-type Activities are as follows:

Year	Business-type Activities							
	General Obligation Bonds		Revenue Bonds		KDHE Revolving Loan		Totals	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2020	\$ 1,330,000	\$ 274,731	\$ 4,420,000	\$ 4,089,977	\$ 1,369,707	\$ 394,655	\$ 7,119,707	\$ 4,759,363
2021	1,370,000	221,531	4,580,000	3,905,472	1,414,855	353,924	7,364,855	4,480,927
2022	1,435,000	180,431	4,770,000	3,710,864	1,461,503	311,839	7,666,503	4,203,134
2023	1,475,000	137,381	4,940,000	3,520,832	1,509,702	268,357	7,924,702	3,926,570
2024	1,495,000	93,131	5,125,000	3,301,206	1,559,505	223,428	8,179,505	3,617,765
2025 - 2029	1,545,000	48,281	28,610,000	13,053,923	6,359,107	449,911	36,514,107	13,552,115
2030 - 2034	-	-	29,395,000	6,910,038	-	-	29,395,000	6,910,038
2035 - 2039	-	-	15,635,000	1,288,571	-	-	15,635,000	1,288,571
	8,650,000	955,486	97,475,000	39,780,883	13,674,379	2,002,114	119,799,379	42,738,483
Due within one year	1,330,000	274,731	4,420,000	4,089,977	1,369,707	394,655	7,119,707	4,759,363
Due in more than one year	\$ 7,320,000	\$ 680,755	\$ 93,055,000	\$ 35,690,906	\$ 12,304,672	\$ 1,607,459	\$ 112,679,672	\$ 37,979,120

The City has pledged future water customer revenues, net of specified operating expenses, to repay \$100,550,000 (\$3,830,000 Series 2010A, \$5,850,000 Series 2010B, \$27,465,000 Series 2010C, \$6,605,000 Series 2012, \$16,005,000 Series 2015, \$10,280,000 Series 2017, \$11,205,000 Series 2018, and \$16,235,000 for Series 2019) in water system revenue bonds. Proceeds from the bonds provide financing for several new improvements to the City's water and sewer system. The bonds are payable solely from water customer net revenues and are payable through 2037. The total principal and interest remaining to be paid on the bonds is \$137,255,883. Principal and interest paid for the current year were \$5,770,000 and \$3,871,201, respectively.

Water & Sewer Revenue Bonds						
Fiscal Year	Revenues	Current Expenses	Net Revenue Available for Debt Service	Principal Requirement	Interest Requirement	Coverage
2019	\$ 48,206,445	\$ 37,317,966	\$ 10,888,479	\$ 3,845,000	\$ 3,960,837	1.39

In July 2019, the City issued General Obligation Bonds Series 232 in the amount of \$21,115,000 for the purpose of funding various municipal improvements and pay principal and interest on certain temporary notes of the City. The bonds mature serially on October 1, 2020 through October 1, 2030.

K.S.A. 10-308 restricts the level of the authorized and outstanding bonded indebtedness of the City to not more than 30% of the assessed valuation of the City. For purposes of calculating the legal debt margin of the City, the following types of bonds are excluded from the total indebtedness of the City: (a) bonds issued for the purpose of acquiring, enlarging, extending, or improving any storm or sanitary sewer system or any municipal utility, and (b) bonds issued to pay for the costs of improvements to intersections of streets and alleys or that portion of any street immediately in front of City or school district property.

As of December 31, 2019, based on the assessed valuation as of December 15, 2019 of \$2,231,701,879, the general obligation debt limit was \$669,510,564 which, after reduction for outstanding eligible general obligation bonds and notes totaling \$227,750,000, and increases for exempt projects financed with outstanding general obligation bonds and notes totaling \$46,236,550 and amounts available for debt service of \$45,262,320, provides a general obligation debt margin of \$533,259,434.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

Capitalized Leases

	<u>End of Year</u>
Business-type activities:	
4.07% interest lease for fitness equipment, payable in monthly principal and interest payments of \$948 through August 2020	\$ 9,714
2.350% interest lease for water meters, payable in quarterly principal and interest payments ranging from \$477,397 to \$321,419 starting in February 2012 through February 2023	2,539,784
Total capital leases for business-type activities	<u>\$ 2,549,498</u>

The assets acquired through capital leases are as follows:

	<u>Business-type Water & Sewer</u>
Asset:	
Machinery and equipment	\$ 35,077
Water system	12,876,265
Less: Accumulated depreciation	(7,790,064)
Total	<u>\$ 5,121,278</u>

Annual debt service requirements to maturity are as follows:

<u>Year</u>	<u>Business-type Activities Payments</u>
2020	\$ 1,603,143
2021	1,003,849
	<u>2,606,992</u>
Less interest	57,495
Total	<u>\$ 2,549,497</u>

7. Refunded Debt

In 2019, the City issued Water and Sewer Revenue Bonds Series 2019 part of which was to refund Water and Sewer Revenue Bond Series 2009 (\$1,925,000). The sale result yielded \$183,196 of net present value savings. Also in 2019, the City issued General Obligation Bonds Series 232 part of which was to refund General Obligation Bond Series 215 (\$9,360,000) and General Obligation Series 219 (\$2,135,000). The sale result yielded \$1,146,541 of net present value savings.

City of Olathe, Kansas
Notes to the Basic Financial Statements
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8. Fund Balances

In the fund financial statements, governmental funds report fund balance in five different classifications.

- a. **Nonspendable.** Assets legally or contractually required to be maintained or are not in spendable form. Such constraint is binding until the legal requirement is repealed or the amounts become spendable.
- b. **Restricted.** Assets with externally imposed constraints, such as those mandated by creditors, grantors, and contributors, or laws and regulations. Such constraint is binding unless modified or rescinded by the applicable external body, laws, or regulations.
- c. **Committed.** Assets with a purpose formally imposed by ordinance by the City Council, binding unless modified or rescinded by the City Council.
- d. **Assigned.** Assets constrained by the expressed written intent of the City Council (only possible if any fund balance is budgeted to be used in the next year), City Manager, Director of Resource Management, or designee. The designee is only allowed to assign for the purpose of encumbrances. Various people are allowed to approve encumbrances based upon the dollar amount per the City Council approved Purchasing Policy. Encumbrances shall be considered as assigned unless they specifically meet the requirements to be restricted or committed.
- e. **Unassigned.** All amounts not included in the other fund balance classifications. The general fund shall be the only fund to report positive unassigned fund balance. All other governmental funds may report negative unassigned fund balance.

For unrestricted fund balance, committed amounts should be reduced first, followed by assigned amounts, followed by unassigned amounts. It is the goal of the City to maintain a minimum fund balance in the general fund of 15% of revenues, with an annual target of 30% of revenues. The following chart details the components of fund balance for the City at December 31, 2019.

City of Olathe, Kansas
Components of Fund Balance
December 31, 2019

	Major				Nonmajor Other Governmental Funds	Total Governmental Funds
	General	Debt Service	Special Tax Financing	Capital Projects		
Fund Balances:						
Non Spendable:	\$ 109,998	\$ -	\$ -	\$ -	\$ 44,704	\$ 154,702
Restricted for:						
Debt service	-	16,741,852	7,428,008	-	-	24,169,860
Public safety - fire levy	-	-	-	-	272,019	272,019
Public safety - reimbursable programs	-	-	-	-	79,773	79,773
Public works - motor fuel tax	-	-	-	-	379,665	379,665
Public works - Street Maintenance	-	-	-	-	1,213,761	1,213,761
Sales Tax	-	-	-	-		
Public works - Capital projects	-	-	-	2,445,664	-	2,445,664

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

City of Olathe, Kansas
Components of Fund Balance
December 31, 2019

	Major				Nonmajor	
	General	Debt Service	Special Tax Financing	Capital Projects	Other Governmental Funds	Total Governmental Funds
Fund Balances:						
Community services - special alcohol	-	-	-	-	1,005,791	1,005,791
Community services - Park sales tax	-	-	-	-	1,537,680	1,537,680
Community services - grants	-	-	-	-	4,204,586	4,204,586
Community services - reimbursable programs	-	-	-	-	210,942	210,942
General government - reimbursable programs	-	-	-	-	787,024	787,024
General government - library	-	-	-	-	3,275,778	3,275,778
Committed to:						
Public works - storm water	-	-	-	-	2,016,426	2,016,426
Public works - future street improvement	-	-	-	-	7,580,870	7,580,870
Community services - special park & recreation	-	-	-	-	2,182,425	2,182,425
Community services - Recreation	-	-	-	-	752,946	752,946
Community services - Cemetery	-	-	-	-	593,949	593,949
General government - Economic Development	-	-	-	-	1,229,524	1,229,524
Assigned to:						
Debt service	-	28,520,468	-	-	-	28,520,468
Public safety - encumbrances	53,988	-	-	-	-	53,988
Public works - encumbrances	22,783	-	-	-	-	22,783
Community services - encumbrances	16,235	-	-	-	-	16,235
General government encumbrances	59,855	-	-	-	-	59,855
Unassigned:	30,662,381	-	-	-	-	30,662,381
Total fund balances:	\$30,925,240	\$45,262,320	\$ 7,428,008	\$ 2,445,664	\$27,367,863	\$ 113,429,095

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

9. Interfund Activities

Interfund transactions for the year were as follows:

Transfers from	Transfer to							Total
	General	Debt Service	Major Capital Projects	Water & Sewer	Solid Waste	Internal Service Funds	Other Governmental Funds	
General	\$ -	\$ 4,849,644	\$ 6,633,625	\$ -	\$ -	\$ -	\$ 536,478	\$ 12,019,747
Capital Projects	621	2,507,062	-	2,503,961	101	-	830,769	5,842,514
Other Governmental Funds	7,146,559	1,774,554	20,725,931	-	-	14,748	99,131	29,760,923
Debt Service	-	-	-	-	-	-	208,698	208,698
Proprietary Funds								
Solid Waste	-	-	400,000	-	-	-	-	400,000
Internal Service Funds	-	-	505,252	-	-	-	-	505,252
Total proprietary funds	-	-	905,252	-	-	-	-	905,252
Totals	\$ 7,147,180	\$ 9,131,260	\$ 28,264,808	\$ 2,503,961	\$ 101	\$ 14,748	\$ 1,675,076	\$ 48,737,134

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from funds collecting the receipts to the debt service fund as debt service payments are due, and (3) use unrestricted revenues collected in various funds to finance various programs accounted for in other funds in accordance with budgetary authorization. Any transfers within the government funds have been eliminated in the government-wide statement of activities.

Interfund receivable/payable balances as of December 31, 2019 were as follows:

	Receivables	Payables
Fund Statements		
General	\$ 1,442,344	\$ -
Other governmental funds		1,442,344
Vehicle replacement	1,289,528	
Capital projects	-	1,289,528
	<u>\$ 2,731,872</u>	<u>\$ 2,731,872</u>
Government-Wide Statements		
Governmental	\$ (8,228,275)	\$ -
Business-type	-	8,228,275

10. Pension Plans

The City participates in the Kansas Public Employees Retirement System (KPERS) and the Kansas Police and Firemen's Retirement System (KP&F). Both are part of a cost-sharing, multiple-employer defined benefit pension plan as defined in Governmental Accounting Standards Board Statement No. 67, *Financial Reporting for Pensions*. The pension plan is administered by KPERS, a body corporate and an

City of Olathe, Kansas
Notes to the Basic Financial Statements
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instrumentality of the State of Kansas. KPERS provides benefit provisions to the following statewide pension groups under one plan, as provided by K.S.A. 74, article 49 (1) public employees (which includes State/School employees and local employees), (2) Police and Firemen, and (3) judges. Substantially all public employees in Kansas are covered by KPERS. Participation by local political subdivisions is optional, but irrevocable once elected. KPERS issues a stand-alone comprehensive annual financial report which is available on the KPERS website at www.kpers.org or may be obtained by writing to KPERS (611 S. Kansas Avenue, Suite 100, Topeka, Kansas 66603-3803) or by calling 1-888-275-5737.

Benefits

Benefits are established by statute and may only be changed by the General Assembly. Members (except Police and Firemen) with ten or more years of credited service, may retire as early as age 55 (Police and Firemen may be age 50 with 20 years of credited service), with an actuarially reduced monthly benefit. Normal retirement is at age 65, age 62 with ten years of credited service, or whenever a members combined age and years of credited service equal 85 "points" (Police and Firemen normal retirement ages are 60 with 15 years of credited service, age 55 with 20 years, age 50 with 25 years, or any age with 36 years of service). Monthly retirement benefits are based on a statutory formula that includes final average salary and years of service. When ending employment, members may withdraw their contributions from their individual accounts, including interest. Members who withdraw their accumulated contributions lose all rights and privileges of membership.

Members choose one of seven payment options for their monthly retirement benefits. At retirement, a member may receive a lump-sum payment of up to 50% of the actuarial present value of the member's lifetime benefit. The monthly retirement benefit is then permanently reduced based on the amount of the lump sum. Benefit increases, including ad hoc post-retirement increases, must be passed into law by the Kansas Legislature. Benefit increases are under the authority of the Legislature and the Governor of the State of Kansas.

The 2012 Kansas Legislature made changes affecting new hires, current members, and employers. A new KPERS 3 cash balance retirement plan for new hires starting January 1, 2015 was created. Normal retirement age for KPERS 3 is 65 with five years of service or 60 with 30 years of service. Early retirement is available at age 55 with ten years of service with a reduced benefit. Monthly benefit options are an annuity benefit based on the account balance at retirement.

For all pension coverage groups, the accumulated contributions and interest are deposited into and disbursed from the membership accumulated reserve fund as established by K.S.A. 74-4922.

Contributions

Member contributions are established by state law and are paid by the employee according to the provisions of Section 414 (h) of the Internal Revenue Code. State law provides that the employer contribution rates are determined based on the results of an annual actuarial valuation. The contributions and assets of all groups are deposited in the KPERS Fund established by K.S.A. 74-4921. All of the retirement systems are funded on an actuarial reserve basis.

For fiscal years beginning in 1995, Kansas legislation established statutory limits on increases in contribution rates for KPERS employers. Annual increases in the employer contribution rates related to subsequent benefit enhancements are not subject to these limitations. The statutory cap increase over the prior year contribution rate is 1.2% of total payroll for the fiscal year ended June 30, 2019.

City of Olathe, Kansas
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The actuarially determined employer contribution rate and statutory contribution rate for local government employees are both 8.89%. The actuarially determined employer contribution rate and statutory contribution rate for police and firemen are both 22.13%. Member contribution rates as a percentage of eligible compensation for the fiscal year ended June 30, 2019 are 6% for local government employees and 7.15% for police and firemen.

Employer Allocations

Although KPERS administers one cost-sharing multiple-employer defined pension plan, separate (sub) actuarial valuations are prepared to determine the actuarial determined contribution rate by group. Following this method, the measurement of the collective net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense are determined separately for each group in the plan. To facilitate the separate (sub) actuarial valuations, KPERS maintains separate accounts to identify additions, deductions, and fiduciary net position applicable to each group. The allocation percentages presented for each group in the schedule of employer and nonemployer allocations are applied to amounts presented in the schedules of pension amounts by employer and nonemployer.

The allocation percentages for the City's share of the collective pension amounts as of June 30, 2019 and 2018 were based on the ratio of its contributions to the total of the employer and nonemployer contribution group for the fiscal years ended June 30, 2019 and 2018, respectively. The contributions used exclude contributions made for prior service, excess benefits, and irregular payments. At June 30, 2019, the City's proportion was 7.006% (2.157% for local government employees and 4.849% for police and firemen) which was an increase of 0.094% from its proportion measured at June 30, 2018.

Net Pension Liability

As of December 31 2019 and 2018 the City reported a liability of \$79,216,778 (\$30,136,906 for local government employees and \$49,079,872 for police and firemen) and \$75,531,640 (\$29,158,100 for local government employees and \$46,373,540 for police and firemen), respectively, for its proportionate share of the net pension liability.

The total pension liability was determined by an actuarial valuation as of December 31, 2018, which was rolled forward to June 30, 2019, using the following actuarial assumptions:

Inflation	2.75%
Salary increases, including wage increases	3.50 to 12.00%, including inflation
Long-term rate of return, net of investment expense, and including price inflation	7.75%

Mortality rates were based on the RP-2014 Mortality Tables, with age setbacks and age set forwards as well as other adjustments based on different membership groups. Future mortality improvements are anticipated using Scale MP-2016.

The actuarial assumptions used in the December 31, 2018 valuation were based on the results of an actuarial experience study conducted for the period January 1, 2013 through December 31, 2015. The experience study is dated November 18, 2016.

The long term expected rate of return of pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates

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of return by the target asset allocation percentage. Best estimates of arithmetic real rates of return for each major asset class as of the most recent experience study, dated November 18, 2016, as provided by KPERS investment consultant, are summarized in the following table:

Asset Class	Long-Term Target Allocation	Long-Term Expected Real Rate of Return
Global equity	47.00%	6.85%
Fixed income	13.00%	1.25%
Yield driven	8.00%	6.55%
Real return	11.00%	1.71%
Real estate	11.00%	5.05%
Alternatives	8.00%	9.85%
Short-term investments	2.00%	-0.25%
Total	<u>100.00%</u>	

Discount Rate

The discount rate used to measure the total pension liability was 7.75%. The projection of cash flows used to determine the discount rate was based on member and employer contributions as outlined below:

In KPERS, the State/School and Local groups do not necessarily contribute the full actuarial determined rate. Based on legislation first passed in 1993 and subsequent legislation, the employer contribution rates certified by the Board may not increase by more than the statutory cap. The statutory cap for Fiscal Year 2019 was 1.2 percent.

In recent years, the Legislature has made several changes to statutory rates that deviate from the scheduled contribution increases set under the caps established in 2012 for State/School group. Under 2015SB 4, the previously certified State/School statutory rate for Fiscal Year 2015 of 11.27 percent was reduced to 8.65 percent for the last half of the fiscal year as part of the Governor's Allotment. The same session, SB 228 recertified statutory rates for the State/School group to 10.91 percent for Fiscal Year 2016 and 10.81 percent for Fiscal Year 2017 in anticipation of the issuance of \$1 billion in pension obligation bonds. Legislation in the 2016 session (SB 161) provided for the delay of up to \$100 million in State and School contributions to the Pension Plan. Legislation passed by the 2017 Legislature removed the repayment provisions included in SB 161.

In addition, 2017 S Sub. For Sub. HB 2052 delayed \$64.1 million in Fiscal Year State/School contributions to be repaid over 20 years in level dollar installments. The first year payment of \$6.4 million was paid in full at the beginning of Fiscal Year 2019 and appropriations for Fiscal Year 2019 were made at the statutory contribution rate of 12.01 percent for the State/School group. Additional legislation in the 2017 Session (Senate Sub for HB 2002) provided for a reduction of \$194 million from the previously certified contribution rate of 13.21 percent in the State/School contributions for Fiscal Year 2019. Like the Fiscal Year 2017 reduction, it is to be paid back over a 20 year period, beginning in Fiscal Year 2020. Therefore, both reductions will be accounted for as long-term receivable by the Pension Plan. The 2019 Legislature passed House Sub for Sen Bill 109, which directed on behalf payments of \$56 million and \$82 million be made to the System. The \$56 million payment was received by the System on June 30, 2018 and recorded as Fiscal Year 2018 contributions. The \$82 million was received July 1, 2019 and was recorded as Fiscal Year 2019 contributions. The 2019 Legislative session passed Senate Bill 9 which authorized a transfer for \$115 million to KPERS received in March 2019.

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Based on employer contribution history as described above, it is a reasonable estimate that the State/School groups contribution rate may not be certified at the statutory rate. It has been assumed that contribution rates will be made within the same range as have been seen in the past few years, between 11 to 12 percent. Using this assumption actuarial modeling indicates that employer contribution rates for the State/School group are sufficient to avoid a depletion date.

Sensitivity of the City Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability as of June 30, 2019 calculated using the discount rate of 7.75%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.75%) or one percentage point higher (8.75%) than the current rate:

	1% Decrease (6.75%)	Discount Rate (7.75%)	1% Increase (8.75%)
Local government	\$ 45,010,098	\$ 30,136,906	\$ 17,695,750
Police and Firemen	69,647,900	49,079,872	31,860,489
Total	<u>\$ 114,657,998</u>	<u>\$ 79,216,778</u>	<u>\$ 49,556,239</u>

Pension Expense

For the year ended December 31, 2019, the City recognized pension expense of \$13,884,209 (\$4,634,204 local government employees and \$9,250,005 for police and firemen), which includes the changes in the collective net pension liability, projected earning on pension plan investments, and the amortization of deferred outflows of resources and deferred inflows of resources for the current period.

Deferred Outflows of Resources and Deferred Inflows of Resources

At December 31, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources Local Government	Deferred Inflows of Resources Local Government	Deferred Outflows of Resources Business Type	Deferred Inflows of Resources Business Type	Deferred Outflows of Resources Police and Firemen	Deferred Inflows of Resources Police and Firemen	Total Deferred Outflows of Resources	Total Deferred Inflows of Resources
Differences between actual and expected experience	\$ 43,631	\$ 501,986	\$ 22,337	\$ 256,987	\$ 2,772,703	\$ 90,963	\$ 2,838,671	\$ 849,936
Net differences between projected and actual earnings on investments	468,953	-	240,075	-	987,853	-	1,696,881	-
Changes in assumptions	609,213	40,399	311,880	20,683	1,738,609	54,341	2,659,702	115,423
Changes in proportion	1,300,441	833	685,832	469	1,843,993	366,206	3,830,266	367,508
Contributions after measurement date	1,200,293	-	577,697	-	2,960,442	-	4,738,432	-
Total	<u>\$ 3,622,531</u>	<u>\$ 543,218</u>	<u>\$ 1,837,821</u>	<u>\$ 278,140</u>	<u>\$ 10,303,600</u>	<u>\$ 511,510</u>	<u>\$ 15,763,952</u>	<u>\$ 1,332,868</u>

Contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent year. The remaining amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

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Notes to the Basic Financial Statements
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Year Ended December 31:	Local Government	Police and Firemen
2020	\$ 1,457,407	\$ 3,052,532
2021	307,187	1,367,626
2022	665,471	1,595,656
2023	420,289	790,207
2024	10,650	25,627
Thereafter	-	-

11. Commitments and Contingent Liabilities

Reimbursable Developer's Cost

The City has pledged revenues (property tax and sales tax) from development areas to repay eligible developers' costs associated with each project. These obligations represent redeveloper project costs that have been certified as eligible for reimbursement from the incremental taxes attributable to each project. The City is only obligated for the amounts of incremental taxes received attributable to the projects. Any deficiencies are the responsibility of the developer. The remaining certified project costs to be repaid as of December 31, 2019 totaled \$25,670,468.

Encumbrances

Listed below are the encumbrances by fund for the City as of December 31, 2019.

	Major	Nonmajor	
	General	Other Governmental Funds	Total Governmental Funds
Restricted for:			
Community services	\$ -	\$ -	\$ -
General government	-	-	-
Committed to:			
Public works	-	12,181	12,181
Community services	-	2,923	2,923
General government	-	7,372	7,372
Assigned to:			
Public safety	53,988	-	53,988
Public works	20,319	-	20,319
Community services	18,699	-	18,699
General government	59,855	-	59,855
Total encumbrances	<u>\$ 152,861</u>	<u>\$ 22,476</u>	<u>\$ 175,337</u>

Commitments

As of December 31, 2019, uncompleted capital project authorizations compared with project costs from inception (excluding expenditures for general obligation notes, general obligation note interest, note and bond issuance costs and transfers of unused funds back to the funding source) were as follows:

City of Olathe, Kansas
Notes to the Basic Financial Statements
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	Project Authorizations	Costs - Project Inception to December 31, 2019
Street improvements	\$ 277,617,811	\$ 158,080,160
Citywide improvements	172,507,955	137,873,699
Water and sewer lines	67,787,311	41,974,073
	<u>\$ 517,913,077</u>	<u>\$ 337,927,932</u>

The City has entered into an agreement with Johnson County Indian Creek Middle Basin Main Sewer District No. 1 (the Sewer District) for the transportation and treatment of sewage. The agreement, which is effective for a period of 99 years from August 28, 1984, provides for the transportation of sewage to the county treatment plant and sets billing standards. The City will be billed by the Sewer District for operation, and maintenance, and capital improvements costs in the same manner as other Sewer District users. The City will then be responsible for allocating these costs to City property owners.

The City has estimated the costs to be billed under the agreement for the next three years to be as follows:

	Operation and Maintenance	Capital Improvements	Total
2020	\$ 3,575,580	\$ 1,004,590	\$ 4,580,170
2021	3,959,955	1,070,089	5,030,044
2022	4,385,650	1,139,859	5,525,509

Litigation

There are claims and/or lawsuits to which the City is a party as a result of law enforcement activities, injuries and various other matters and complaints arising in the ordinary course of City activities. The City's management and legal counsel anticipate that potential claims against the City not covered by insurance would not materially affect the financial position of the City.

12. Risk Management

The City's risk management activities are reported separately in an Internal Service Fund. The City's risk management activities cover both the primary reporting unit and discretely presented component unit, the Authority. The insurance programs administered are property and various types of liability. The City uses a commercial insurance program with various levels of coverage.

The City has a deductible of \$25,000 per occurrence for all property damage losses, \$25,000 per occurrence for auto liability and auto property losses, \$25,000 per occurrence for general liability losses, \$25,000 per occurrence for police liability losses, and \$25,000 per occurrence for public official liability losses. The City's deductible would be limited to \$25,000 should more than one line of coverage be involved in any single occurrence/event. The City maintains a loss reserves fund for pending claims and for claims incurred, but not reported. The City believes that there is no potential liability as of December 31, 2019 which will exceed coverage and the funds reserved. There were no significant reductions in insurance coverage during 2019. No significant settlements in excess of insurance coverage have been paid in the last three years.

Effective January 1, 1998, the City was granted a self-insured permit by the Kansas Workers' Compensation Division. The City had previously been a member of a self-insured pool for 11 years. As a stand-alone workers' compensation self-insured, the City must comply with very strict procedural and funding standards monitored by the Kansas Workers' Compensation Division. The City has recorded a

City of Olathe, Kansas
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liability of \$696,387 that represents the estimated future cost of claims made and claims incurred, but not reported at December 31, 2019. All is considered due within one year and is included in accounts and claims payable in the Statement of Net Position.

Changes in the balances of workers' compensation claims liabilities during the past two years are as follows:

	<u>Beginning of Year</u>	<u>Additions</u>	<u>Deletions</u>	<u>End of Year</u>
2018	\$ 1,318,367	\$ 338,061	\$ 730,219	\$ 926,209
2019	926,209	596,441	826,263	696,387

Employee health and dental insurances are self-insured by the City. The City has an accrued liability for various insurance claims payable including claims incurred, but not yet paid of \$928,954 at December 31, 2019. All is considered due within one year and is included in accounts and claims payable in the Statement of Net Position.

Changes in the balances of health and dental insurance claims liabilities during the past two years are as follows:

	<u>Beginning of Year</u>	<u>Additions</u>	<u>Deletions</u>	<u>End of Year</u>
2018	\$ 978,000	\$13,636,698	\$ 13,637,698	\$ 977,000
2019	977,000	14,020,468	14,068,514	928,954

The risk management claims payable are based on claims adjusters' and management's evaluations and a third party administrator's review of experience with respect to the probable number and nature of claims arising from losses that have been incurred, but not reported. The liability includes the estimated ultimate cost of settling the claims, including incremental costs, the effects of inflation and other societal and economic factors. Other nonincremental costs are not included in the basis of estimating the liability.

13. Landfill Closure

In October 1993, the City ceased landfill operations. In 1994, the City sold \$1,015,000 of Solid Waste Revenue Bonds to finance closure and postclosure costs of the landfill and to construct a transfer station for waste collection and distribution to a regional landfill.

The Environmental Protection Agency (EPA), through the Kansas Department of Health and Environment, requires the former site to be capped. This cap must be inspected for erosion, and the ground water samples must be tested annually. The City has obtained an environmental engineer study of the landfill to evaluate the ultimate postclosure liability to be accrued at December 31, 1995 in accordance with EPA regulations, state regulations and GASB Statement No. 18, "Accounting for Municipal Solid Waste Landfill Closure and Solid Waste Enterprise Fund". Based on the information from the study no liability has been accrued at December 31, 2019. The postclosure care costs will be expensed as incurred. The City will continue to evaluate the ultimate postclosure care cost annually. In the event that a material liability is estimated, the City will accrue the liability at that financial statement date. Total current cost of landfill closure and postclosure care is an estimate and subject to changes resulting from inflation, deflation, technology, or changes in applicable laws or regulations.

City of Olathe, Kansas
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14. Postemployment Benefits Other than Pension Benefits (OPEB)

Plan Description

The City's health plan is self-funded. The City has a single employer plan for retirees health benefit. The benefit plan is authorized by Personnel Code Article III, Section 4 Group Insurance B and K.S.A. 12-5040. Retirees have the option to continue with the City plan and pay the monthly premium. Retirees who retire under the KPERS requirements are eligible for benefits. The City offers major medical health insurance, prescription coverage, and dental insurance. The City's OPEB liability is normally liquidated in the General Fund, the Water and Sewer Fund, and the Solid Waste Fund. Retiree health coverage is provided for under Kansas Statute 12-5040.

Retirees and spouses have the same benefits as active employees. Retiree coverage terminates either when the retiree becomes covered under another employer health plan or when the retiree reaches Medicare eligibility age which is currently age 65. Spousal coverage is available until the retiree becomes covered under another employer health plan, attains Medicare eligibility age, or dies.

Funding Policy

The current plan is financed on a pay as you go basis. The retirees pay the same premium established for active employees. The City did not contribute to the plan. The plan does not qualify as a trust.

At January 1, 2019, the following employees were covered by the benefit terms:

	Governmental	Business-type
Active employees	641	213
Retirees and covered spouses	183	21
	<u>824</u>	<u>234</u>

The total OPEB liability of \$27,399,493 was measured as of December 31, 2019 and was determined by an actuarial valuation as of that date.

The total OPEB liability in the December 31, 2019 actuarial valuation was determined using the following assumptions and other inputs, applied to all periods in the measurement, unless otherwise specified.

Valuation date	January 1, 2018
Actuarial cost method	Entry age normal as a level percentage of payroll
Interest	2.50%
Salary increase	3.50%
Discount rate	3.68%
Healthcare cost trend rate	Medical & Pharmacy: 6.50% for 2018, decreasing 0.25% per year to an ultimate rate of 4.50% for 2026 and later years

The discount rate was based on an index rate for S&P Municipal Bond 20 year High Grade and the Fidelity GO AA-20 Years indexes.

Mortality rates were based on the Society of Actuaries RPH-2014 adjusted to 2006 Disabled Retiree Mortality Table with Scale MP-2018 Full Generational Improvement.

City of Olathe, Kansas
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Changes in the total OPEB liability are as follows:

OPEB Liability - Beginning of Year	\$ 26,265,984
1. Service Cost	1,014,753
2. Interest Cost	972,026
3. Changes in Benefit Terms	(687,045)
4. Differences between actual and expected experience	(233,731)
5. Changes in assumptions and inputs	1,801,506
6. Benefit payments (Employer Contributions)	1,734,000
Net Changes (1+2+3+4+5-6)	<u>1,133,509</u>
OPEB Liability - End of Year	<u><u>\$ 27,399,493</u></u>

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using the discount rate that is one percentage point lower (2.00% or one percentage point higher (4.00%) than the current discount rate.

	1% Decrease 2.00%	Discount Rate 3.00%	1% Increase 4.00%
Total OPEB Liability	<u>\$ 29,406,530</u>	<u>\$ 27,399,493</u>	<u>\$ 25,522,818</u>

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower or one percentage point higher than the current cost trend rate.

	1% Decrease	Current Trend Assumption	1% Increase
Total OPEB Liability	<u>\$ 24,622,621</u>	<u>\$ 27,399,493</u>	<u>\$ 30,634,816</u>

For the year ended December 31, 2019, the City recognized OPEB expense of \$1,339,004.

Deferred Inflows of Resources.

At December 31, 2019 the City reported deferred inflows related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in Assumptions	\$ 1,621,355	\$ 715,316
Differences between expected and actual experience	-	435,109
Total	<u><u>\$ 1,621,355</u></u>	<u><u>\$ 1,150,425</u></u>

City of Olathe, Kansas
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Amounts reported as deferred inflows of resources will be recognized in OPEB expense as follows:

Year Ended December 31,	Deferred Inflows of Resources
2020	\$ (39,270)
2021	(39,270)
2022	(39,270)
2023	(39,270)
2024	(39,270)
2025 & thereafter	(274,580)
	<u>\$ (470,930)</u>

15. Other Postemployment Benefits – KPERS

Plan Description

The City participates in a multiple-employer defined benefit other postemployment benefit (OPEB) plan (the Plan) which is administered by the Kansas Public Employees Retirement System (KPERS). The Plan provides long-term disability benefits and a life insurance benefit for disabled members to KPERS members, as provided by K.S.A. 74-04927. The Plan is administered through a trust held by KPERS that is funded to pay annual benefit payments. However, because the trust's assets are used to pay employee benefits other than OPEB, the trust does not meet the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. Accordingly, the Plan is considered to be administered on a pay-as-you-go basis.

Benefits

Benefits are established by statute and may be amended by the KPERS Board of Trustees. The Plan provides long-term disability benefits equal to 60 percent (prior to January 1, 2006 66 2/3 percent) of annual compensation, offset by other benefits. Members receiving long-term disability benefits also receive credit towards their KPERS retirement benefits and have their group life insurance coverage continued under the waiver of premium provision.

The monthly long-term disability benefit is 60 percent of the member's monthly compensation, with a minimum of \$100 and a maximum of \$5,000. The monthly benefit is subject to reduction by deductible sources of income, which include Social Security primary disability or retirement benefits, workers compensation benefits, other disability benefits from any other sources by reason of employment, and earnings from any form of employment. If the disability begins before age 60, benefits are payable while the disability continues until the member's 65th birthday or retirement date whichever occurs first. If the disability begins after age 60, benefits are payable while the disability continues, for a period of five years or until the member retires, whichever occurs first. Benefit payments for disabilities caused or contributed to by substance abuse or non-biologically based mental illnesses are limited to the shorter of the term of the disability or 24 months per lifetime.

The death benefit paid to beneficiaries of disabled members is 150% of the greater of 1) the member's annual rate of compensation at the time of disability, or 2) the member's previous 12 months of compensation at the time of the last date on payroll. If the member has been disabled for five or more years, the annual compensation or salary rate at the time of death will be indexed using the consumer price index, less one percentage point, to compute the death benefit. If a member is diagnosed as terminally ill with a life expectancy of 12 months or less, the member may be eligible to receive up to 100% of the death benefit rather than having the benefit paid to the beneficiary. If a member retires or disability benefits end, the member may convert the group life insurance coverage to an individual

City of Olathe, Kansas
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insurance policy.

Employees covered by benefit terms

At December 31, 2018, the valuation date, the following employees were covered by the benefit terms:

Active employees	600
Disabled members	19
	<u>619</u>

Total OPEB Liability

The City's total KPERS OPEB liability of \$2,251,032 reported as of December 31, 2019 was measured as of June 30, 2019 and was determined by an actuarial valuation as of December 31, 2018, which was rolled forward to June 30, 2019 using the following actuarial assumptions:

Valuation date	31-Dec-18
Acturial cost method	Entry age normal
Interest	2.75%
Salary increase	3.00%
Discount rate	3.50%

The discount rate was based on the bong buyer general obligation 20-bond municipal index.

Mortality rates were based on the RP 2014 Mortality Tables, with age setbacks and age set forwards as well as other adjustments based on different membership groups. Future mortality improvements are anticipated using Scale MP-2016.

The actuarial assumptions used in the December 31, 2018 valuation were based on the results of an actuarial experiences study for the period of January 1, 2013 through December 31, 2015. Other demographic assumptions are set to be consistent with the actuarial assumptions reflected in the December 31, 2018 KPERS pension valuation.

OPEB Liability - June 30, 2018	\$ 1,965,337
Service Cost	140,465
Interest Cost	73,863
Effect of economic/demographic gains or losses	435,014
Effect of assumptions changes or inputs	34,566
Benefit payments (Employer Contributions)	398,213
Net Changes	<u>285,695</u>
OPEB Liability - End of Year	<u>\$ 2,251,032</u>

Sensitivity of the total KPERS OPEB liability to changes in the discount rate

The following presents the total KPERS OPEB liability of the City, as well as what the City's total KPERS OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.50%) or 1 percentage point higher (4.50%) than the current discount rate.

	1% Decrease 2.50%	Discount Rate 3.50%	1% Increase 4.50%
Total OPEB Liability	\$ 2,344,726	\$ 2,251,032	\$ 2,157,579

City of Olathe, Kansas
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Sensitivity of the total KPERS OPEB liability to changes in the healthcare cost trend rates

The following presents the total KPERS OPEB liability of the City calculated using the current healthcare cost trend rates as well as what the City's total KPERS OPEB liability would be if it were calculated using trend rates that are 1 percentage point lower or 1 percentage point higher than the current trend rates. The reader should note that healthcare trend rates do not affect the liabilities related to the long-term disability benefits sponsored by KPERS, but this exhibit is provided as it is a required disclosure under GASB 75.

		Healthcare Cost	
	1% Decrease	Trend Rates	1% Increase
Total OPEB Liability	\$ 2,251,032	\$ 2,251,032	\$ 2,251,032

For the year ended June 30, 2019, the City recognized OPEB expense of \$242,071.

Deferred Outflows of Resources and Deferred Inflows of Resources

At December 31, 2019, the city reported deferred inflows and outflows related to OPEB from the following sources:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Changes in Assumptions	\$ (76,275)	\$ 31,013
Differences between expected and actual experience	(78,270)	393,886
Subtotal	(154,545)	424,899
Contributions subsequent to the measurement date	-	200,000
Total	<u>\$ (154,545)</u>	<u>\$ 624,899</u>

There was \$200,000 reported as deferred outflows of resources related to KPERS OPEB results from City contributions subsequent to the measurement date will be recognized of the net OPEB liability in the year ended December 31, 2020. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Deferred (Inflows/ Outflows) Amount
2020	\$ 27,743
2021	27,743
2022	27,743
2023	27,743
2024	27,743
2025 & thereafter	131,639
	<u>\$ 270,354</u>

16. Tax Abatements

Property Tax Abatements

The City provides property tax abatements pursuant to and subject to the terms of Section 13 of Article 11 of the Kansas Constitution or K.S.A. 12-1740 et seq. and 79-201a. (the "Economic Development Revenue Bond Act" (EDRB Act)). The purpose of the EDRB Act is to promote, stimulate, and develop the

City of Olathe, Kansas
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general welfare and economic prosperity of the State of Kansas. Cities are authorized by the EDRB Act to issue economic development revenue bonds, the proceeds of which shall be used for paying all or part of the cost of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging, or remodeling facilities for agricultural, commercial, hospital, industrial, natural resources, recreational development and manufacturing purposes. The EDRB Act defines the term facility to include a site and the necessary site preparation, structures, easements, rights-of-way, and appurtenances necessary and convenient to the facility being financed.

Property tax abatements are authorized by and subject to the terms of K.S.A. 79-201a, which provides that facilities financed pursuant to the EDRB Act are, upon issuance of the economic development revenue bonds (EDRBs), exempt from real property taxation for a period of ten calendar years after the calendar year in which the revenue bonds are issued. Pursuant to the EDRB Act the City may execute agreements which may provide for payment in lieu of taxes and provide for an origination fee and for the actual costs of administering and supervising the bond issue.

Issuance of EDBRs and approval of tax abatements are also subject to City Resolution No. 16-1003, establishing policies relating to industrial revenue bonds and property tax abatements. Resolution No. 16-1003 recognizes that it is essential to stimulate economic growth and development for industries and businesses to provide services, employment, and tax revenues for the benefit of the community. The Governing Body intends that all projects receiving property tax abatement meet the criteria that are detailed below.

- a. Employment – Wages: The amount and diversity of additional employment opportunities which would be provided shall be a primary consideration. The City expects all projects which receive a property tax abatement to produce a high quantity of jobs and or pay above average wages.
- b. Design Criteria: The City will, at its sole discretion, require higher design standards for the design of building and material used for projects receiving property tax abatement. Projects shall utilize construction material that meet or exceed the requirement set forth in the design guidelines as provided by the City's Planning Services Division. The project must be environmentally acceptable to the location intended as well as the surrounding area.
- c. Compatibility with Adopted City Plans: All projects shall be consistent with the City's Comprehensive Plan, any applicable corridor plans, and other plans of the City which may be relevant to the project. When evaluating proposed projects, the City will consider a variety of factors to determine compliance, including compatibility of the location of the business with the land use and development plans of the City and the availability of existing infrastructure facilities and the essential public services.

The City will consider granting tax exemption incentives upon factual showing of direct economic benefit to the City through advancement of its economic development goals, including the creation of additional jobs and the stimulation of additional private investment. Before a tax exemption incentive is granted, a cost-benefit analysis report examining the costs and benefits to the public of the proposed tax exemption incentive is prepared. In addition, the City provides a public hearing notice and the City Council conducts a public hearing to consider the abatement. Any tax exemption granted pursuant to Resolution No. 16-1003 shall be accompanied by a performance agreement which is subject to annual review and determination by the Governing Body that the conditions qualifying the business for the exemption continue to exist. If the Governing Body finds the business is not in compliance, then the tax exemption may be modified pursuant to the performant agreement or eliminated as the Governing Body deems appropriate.

City of Olathe, Kansas
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For the fiscal year ending December 31, 2019, the City abated ad valorem property taxes. Listed below are projects that individually exceed 5% of the City's total amount abated. The projects listed total over 60% of the total abatement amount.

Project Name	Garmin International
Project Description	Instrument/high-technology manufacturing
Approved Abatement	75% of ad valorem property taxes
2019 amount	\$538,031
Additional Commitment	N/A

Project Name	Sun Life Assurances/KH Jensen LLC
Project Description	Warehouse/office combination
Approved Abatement	50% of ad valorem property taxes
2019 amount	\$90,607
Additional Commitment	N/A

Project Name	US Bank
Project Description	Information services and data processing
Approved Abatement	55% of ad valorem property taxes
2019 amount	\$140,350
Additional Commitment	N/A

Project Name	TVH
Project Description	Warehouse
Approved Abatement	50% of ad valorem property taxes
2019 amount	\$132,413
Additional Commitment	N/A

Project Name	Sun Life Assurance
Project Description	Warehouse/office combination
Approved Abatement	50% of ad valorem property taxes
2019 amount	\$113,463
Additional Commitment	N/A

Project Name	Himoinsa Power Systems, Inc
Project Description	Warehouse
Approved Abatement	50% of ad valorem property taxes
2019 amount	\$87,086
Additional Commitment	N/A

Tax Increment Financing

The City provides tax increment financing (TIF) for projects pursuant to and subject to the terms of K.S.A. 12-1770 (the TIF Act). The TIF Act authorizes the City to assist in the development and redevelopment of eligible areas within the City to promote, stimulate, and develop the general and economic welfare of the State of Kansas and its communities. The Governing Body recognizes that tax increment financing is an appropriate tool to utilize to provide services, employment, and tax revenues for the benefit of the community.

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The TIF Act authorizes the City to apply the incremental increase in ad valorem property tax and other tax revenues to reimburse eligible project expenses. The increment increase is from a base established upon creation of a redevelopment district. The tax increment may be used to finance certain projects expenditures which are defined in the TIF Act. Tax increment revenues are available for a period of twenty years from the date of approval of a TIF project plan.

Approval of TIF financing is also subject to City Resolution No. 15-1089 which provides that the City will consider use of a TIF when a project meets the requirement of the TIF Act and which demonstrate a substantial and significant public benefit by constructing public improvement, in support of development that will, by creating new jobs and retaining existing employment, eliminate blight, strengthen the employment and economic base of the city, increase property values and tax revenues, reduce poverty, create economic stability, upgrade older neighborhoods, facilitate economic self-sufficiency, promote projects that are of community wide importance, and implement the Comprehensive Plan and economic development goals of the City.

The TIF Act and Resolution No. 15-1089 require creation of a redevelopment district (District). The District can only be established after completion of an eligibility study (as defined in the TIF Act), providing notice of and conducting a public hearing, and a finding by the Governing Body that the area of the proposed District meets criteria outlined in the TIF Act.

Authorization of eligible TIF project expenditures is accomplished through the adoption of a Project Plan. A Project Plan can only be established after completion of a feasibility study, providing notice of and conducting a public hearing on the Project Plan, and approval by the Governing Body. Additionally, all Project Plans approved by the City are subject to a development agreement between the City and the developer of the TIF. All development agreements entered by the City include performance milestones and provisions assuring that the redevelopment project is delivered as represented.

For the fiscal year ending December 31, 2019, the City applied incremental revenues to TIF projects as follows:

Project Name	Olathe Gateway
Project Description	Development of shopping area / entertainment district anchored by Bass Pro.
Approved TIF	100% Ad valorem property tax increment and 100% incremental sales tax
2018 amount	\$1,036,999
Project Commitment	Development of shopping area / entertainment district
Additional Commitment	N/A
Project Name	West Village
Project Description	Development of shopping area anchored by Wal-Mart.
Approved TIF	100% Ad valorem property tax increment and incremental sales tax
2018 amount	\$1,713,303
Project Commitment	Development of shopping area
Additional Commitment	N/A
Project Name	Santa Fe and Ridgeview
Project Description	Redevelopment of shopping area anchored by Sutherland's.
Approved TIF	100% Ad valorem property tax increment and 50% incremental sales tax
2018 amount	\$62,670
Project Commitment	Redevelopment of shopping area
Additional Commitment	N/A
Project Name	Heritage Crossing
Project Description	Development of shopping area.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

Approved TIF	100% Ad valorem property tax increment and 50% incremental sales tax.
2018 amount	\$52,657
Project Commitment	Development of shopping area
Additional Commitment	N/A

Project Name	Heart of America / Hilton Garden Inn
Project Description	Development of Hilton Garden Inn hotel
Approved TIF	100% Ad valorem property tax increment and 100% incremental sales tax
2018 amount	\$342,1994
Project Commitment	Development of hotel
Additional Commitment	N/A

Project Name	Ancona Honda
Project Description	Redevelopment of car dealership
Approved TIF	100% Ad valorem property tax increment
2018 amount	\$28,678
Project Commitment	Redevelopment of car dealership
Additional Commitment	N/A

Project Name	Heart of America / Conference Center & Hotel
Project Description	Development of conference center and Embassy Suites Hotel
Approved TIF	100% Ad valorem property tax, 100% incremental sales tax, and 100% incremental transient guest tax
2018 amount	\$1,446,164
Project Commitment	Development of convention center and hotel.
Additional Commitment	N/A

Project Name	Ridgeview Soccer Complex
Project Description	Development of soccer complex
Approved TIF	100% Ad valorem property tax, 100% incremental sales tax, and 100% incremental transient guest tax
2018 amount	\$58,037
Project Commitment	Development of soccer complex.
Additional Commitment	N/A

As of December 31, 2019, there were 48 issues of industrial revenue and multi-housing bonds outstanding. Outstanding issues had an aggregate outstanding amount totaling \$621,718,461 and a total assessed valuation of \$102,648,753.

17. Component Unit Condensed Financial Statements

The City has one discretely presented component unit – Olathe Housing Authority. Listed below are condensed financial statements for the component unit.

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

	Olathe Public Housing Authority
Total assets	\$ 3,164,254
Total liabilities and deferred inflows	216,915
Net Position	<u>\$ 2,947,339</u>
Expenses	\$ 4,406,709
Program revenues	<u>4,308,843</u>
Net program revenues	(97,866)
Other general revenues	<u>42,576</u>
Change in net position	<u>(55,290)</u>
Beginning net position	<u>3,002,629</u>
Ending net position	<u>\$ 2,947,339</u>

18. Pending GASB Statements

As of the date of the audit report, the Government Accounting Standards Board (GASB) has issued the following statements not yet implemented by the City:

Statement Number 87, *Leases*, requires recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that lease are financings of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The requirements of this statement are effective for periods beginning after December 15, 2019. The provisions of this statement were originally effective for the City's fiscal year ending December 31, 2020 and now are postponed until December 31, 2022.

Statement Number 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*, establishes accounting requirements for interest cost incurred before the end of a construction period. This statement require that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statement prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund. The requirements of this statement are effective for periods beginning after December 15, 2019. The provisions of this statement were originally effective for the City's fiscal year ending December 31, 2020 and now are postponed until December 31, 2021.

Statement Number 91, *Conduit Debt Obligations*, improves financial reporting by eliminating the existing option for issuers to report conduit debt obligations as their own liabilities, thereby ending significant diversity in practice. The clarified definition will resolve stakeholders' uncertainty as to whether a given financing is, in fact, a conduit debt obligation. Requiring issuers to recognize liabilities associated with additional commitments extended by issuers and to recognize assets and deferred inflows of resources related to certain arrangements associated with conduit debt obligations also will eliminate diversity, thereby improving comparability in reporting by issuers. Revised disclosure requirements will provide financial statement users with better information regarding the commitments issuers extend and the likelihood that they will fulfill those commitments. That information will inform users of the potential impact

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

of such commitments on the financial resources of issuers and help users assess issuers' roles in conduit debt obligations. The requirements of this statement are effective for periods beginning after December 15, 2020. The provisions of this statement were originally effective for the City's fiscal year ending December 31, 2021 and now are postponed until December 31, 2022

Statement Number 92, *Omnibus 2020*, enhances comparability in the application of accounting and financial reporting requirement and will improve the consistency of authoritative literature. More comparable reporting will improve the usefulness of information for users of state and local government financial statements. The requirements of this statement are effective for periods beginning after June 15, 2020. The provisions of this statement were originally effective for the City's fiscal year ending December 31, 2021 and now are postponed until December 31, 2022

Statement Number 93, *Replacement of Interbank Offered Rates*, enhances comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature. More comparable reporting will improve the usefulness of information for users of state and local government financial statements. The requirements of this statement are effective for periods beginning after June 15, 2020. The provisions of this statement were originally effective for the City's fiscal year ending December 31, 2021 and now are postponed until December 31, 2022

Statement Number 94, *Public-Private and Public-Public Partnerships and availability Payment Arrangements*, improves financial reporting by establishing the definitions of PPPs and APAs and providing uniform guidance on accounting and financial reporting for transactions that meet those definitions. That uniform guidance will provide more relevant and reliable information for financial statement users and create greater consistency in practice. This Statement will enhance the decision usefulness of a government's financial statement by requiring governments to report assets and liabilities related to PPPs consistently and disclose important information about PPP transactions. The required disclosures will allow users to understand the scale and important aspects of a government's PPPs and evaluate a government's future obligations and assets resulting from PPPs. The requirements of this statement are effective for periods beginning after June 15, 2022.

Statement Number 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. The primary objective of this Standard is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effect for periods beginning after June 15, 2018, and later. The effective dates of certain provisions contained in the following pronouncements are postponed by one year:

Statement No. 83, Certain Asset Retirement Obligations

Statement No. 84, Fiduciary Activities

Statement No.88, Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements

Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period

Statement No. 90, Majority Equity Interests

Statement No. 91, Conduit Debt Obligations

Statement No. 93, Replacement of Interbank Offered Rates

The effective date of the following pronouncement is postponed by 18 months

Statement No. 87, Leases

City of Olathe, Kansas
Notes to the Basic Financial Statements
December 31, 2019

19. Subsequent Events

On March 11, 2020, the World Health Organization proclaimed the Coronavirus (COVID-19) to be a pandemic. In an effort to lessen the risk of transmission of COVID-19, the United States government, state and local governments and private industries have taken measures to limit social interactions in an effort to limit the spread of COVID-19, affecting business activities and impacting global, state and local commerce and financial markets.

The extent of the impact on the City's operational and financial performance will depend on future developments, including the duration, spread and intensity of the pandemic, which is an emerging and evolving issue. As a result, it is not currently possible to ascertain the overall impact of COVID-19 on the City's operation. However, if the pandemic continues to evolve, this could have a material adverse effect on the City's operation, statement of net position, statement of activities and cash flows.

On May 19, 2020, the City issued \$13,335,000 of revenue bonds with interest rates ranging from 2.25% - 3.00% with a maturity date of July 1, 2040 for certain capital improvements of the water and sewer system and refunding revenue bonds.

**Required
Supplementary Information**

City of Olathe, Kansas
Required Supplementary Information
KPERS Other Postemployment Benefits
Schedule of Changes in the City's KPERS OPEB Total Liability and Related Ratios
Last Two Fiscal Years*

	2018	2019
Total OPEB liability		
Service cost	\$ 139,313	\$ 140,465
Interest	75,802	73,863
Benefit paid	(187,461)	(398,213)
Economic/demographic gains or losses	(109,329)	435,014
Changes in assumptions	(23,958)	34,566
Net change in total OPEB liability	(105,633)	285,695
Total OPEB liability - beginning of year	2,070,970	1,965,337
Total OPEB liability - end of year	<u>\$ 1,965,337</u>	<u>\$ 2,251,032</u>
Covered payroll	<u>\$ 34,666,148</u>	<u>\$ 37,212,277</u>
Total OPEB liability as a percentage of covered payroll	5.67%	6.05%
Discount Rate	3.50%	3.87%

* Data became available with the inception of GASB 75 during fiscal year 2018, therefore 10 years of data is unavailable.

City of Olathe, Kansas
Required Supplementary Information
Other Postemployment Benefits
Schedule of Changes in the City's Total OPEB Liability and Related Ratios
Last Two Fiscal Years*

	2018	2019
Total OPEB liability		
Service cost	\$ 1,102,462	\$ 1,014,753
Interest	903,255	972,026
Benefit paid	(1,711,000)	(1,734,000)
Difference between expected and actual experience	(280,939)	(233,731)
Changes in assumptions	(894,144)	1,801,506
Changes in benefit terms	(484,927)	(687,045)
Net change in total OPEB liability	(1,365,293)	1,133,509
Total OPEB liability - beginning of year	27,631,277	26,265,984
Total OPEB liability - end of year	<u>\$ 26,265,984</u>	<u>\$ 27,399,493</u>
Covered payroll	<u>\$ 53,013,812</u>	<u>\$ 53,013,812</u>
Total OPEB liability as a percentage of covered payroll	49.55%	51.68%
Discount Rate	3.68%	3.00%

* Data became available with the inception of GASB 75 during fiscal year 2018, therefore 10 years of data is unavailable.

City of Olathe, Kansas
Required Supplementary Information
Schedule of Net Pension Liability
Kansas Employees' Retirement System
Last Six Fiscal Years

Local Government	2014	2015	2016	2017	2018	2019
Proportion of the Net Pension Liability	1.878112%	1.936294%	1.938338%	1.997006%	2.092001%	2.156684%
Proportionate share of the net pension liability	\$ 23,155,815	\$ 25,424,394	\$ 29,986,662	\$ 28,925,745	\$ 29,158,100	\$ 30,136,906
Covered payroll	34,408,016	35,530,007	33,922,111	36,032,058	41,149,580	40,039,507
Proportionate share of the net pension liability as a percentage of covered payroll	67.30%	71.56%	88.40%	80.28%	70.86%	75.27%
Plan fiduciary net position as a percentage of total pension liability	66.60%	64.95%	65.09%	67.12%	68.88%	69.88%
Police and Firemen	2014	2015	2016	2017	2018	2019
Proportion of the Net Pension Liability	4.500889%	4.660566%	4.546739%	4.510839%	4.819524%	4.849212%
Proportionate share of the net pension liability	\$ 29,829,218	\$ 33,841,190	\$ 42,228,453	\$ 42,302,210	\$ 46,373,540	\$ 49,079,872
Covered payroll	22,291,450	23,177,996	23,547,099	24,530,506	26,495,886	26,765,111
Proportionate share of the net pension liability as a percentage of covered payroll	133.81%	146.01%	179.34%	172.45%	175.02%	183.37%
Plan fiduciary net position as a percentage of total pension liability	66.60%	64.95%	65.09%	67.12%	68.88%	69.88%

Note: Due to the city's implenting GASB 68, only six years of information is available.

City of Olathe, Kansas
Required Supplementary Information
Schedule of Agency Contributions
Kansas Employees' Retirement System
Last Six Fiscal Years

Local Government	2014	2015	2016	2017	2018	2019
Required contribution	\$ 2,590,522	\$ 2,961,053	\$ 3,100,570	\$ 3,123,646	\$ 3,154,582	\$ 3,445,055
Contribution in relation to required contribution	2,590,522	2,961,053	3,100,570	3,123,646	3,154,582	3,445,055
Contribution deficiency	-	-	-	-	-	-
Covered payroll	34,764,813	35,723,597	34,689,897	36,369,668	41,613,279	40,039,507
Contributions as a percentage of covered payroll	7.45%	8.29%	8.94%	8.59%	7.58%	8.60%

Police and Firemen	2014	2015	2016	2017	2018	2019
Required contribution	\$ 3,764,718	\$ 4,378,971	\$ 4,515,855	\$ 4,446,415	\$ 4,794,549	\$ 5,481,040
Contribution in relation to required contribution	3,764,718	4,378,971	4,515,855	4,446,415	4,794,549	5,481,040
Contribution deficiency	-	-	-	-	-	-
Covered payroll	22,752,844	23,380,484	23,644,300	25,055,519	27,234,594	26,765,111
Contributions as a percentage of covered payroll	16.55%	18.73%	19.10%	17.75%	17.60%	20.48%

Changes of benefit terms or assumptions

Changes of benefit terms. There were no changes to benefit terms in the plan for the year ended December 31, 2019

Changes of assumptions. The actuarial assumptions changes adopted by the Pension Plan for all groups based on the experience study:

- Price inflation assumption lowered from 3.00 percent to 2.75 percent
- Investment return assumption was lowered from 8.00 percent to 7.75 percent.
- General wage growth assumption was lowered from 4.00 percent to 3.5 percent
- Payroll growth assumption was lowered from 4.00 percent to 3.00 percent.

Nonmajor Governmental Funds

Nonmajor Governmental Funds

Special Revenue Funds

Fire Levy

To account for property taxes received for the fire department operations.

Motor Fuel Tax

To account for monies levied by the State of Kansas for the purpose of producing revenues to be used to defray in whole or in part the cost of constructing, altering, reconstructing, maintaining and repairing streets and highways.

Library Operating

To account for monies received from the annual tax levy and transfers to the Library Operating Fund for the operation of the Olathe Public Library.

Economic Development and Tourism

To account for monies provided from the transient guest tax for the purpose of funding economic development and tourism.

Special Park and Recreation

To account for monies provided by a state liquor taxation on private clubs and expended for the purchase, establishment, maintenance, or expansion of park and recreational services, programs and education.

Special Alcohol

To account for monies provided by a state liquor taxation on private clubs and expended for the purchase, establishment, maintenance or expansion of services or programs for alcoholism prevention and education.

Storm Water

To account for monies received from monthly residential and commercial fees for the enhancement of the City's storm water management system.



Nonmajor Governmental Funds

Special Revenue Funds

Reimbursable Programs

To account for miscellaneous donations for various designated purposes.

Grants Fund

To account for monies provided by various federal, state, and local granting agencies.

Recreation Fund

To account for recreation activities administered by the City. All activities necessary to provide such services are accounted for in this fund including, but not limited to, administration, concessions, aquatics and sports.

Cemetery

To account for monies received through the sale of cemetery lots and to be used for care of such lots.

Capital Projects Fund

Library Capital

To account for monies used for capital purchases of the Olathe Public Library

Park Sales Tax

To account for the one-eighth cent sales tax collected for the construction of various park projects.

Street Maintenance Sale Tax

To account for the three-eighth cent sales tax collected for the maintenance of streets.

Future Street Improvement

To account for monies provided by developers' deposits for future street improvements in proposed areas of development.

City of Olathe, Kansas
Combining Balance Sheet
Nonmajor Governmental Funds
December 31, 2019

	Special Revenue								
	Fire Levy	Motor Fuel Tax	Library Operating	Economic Development and Tourism	Special Park and Recreation	Special Alcohol	Stormwater	Reimbursable Programs	Grants Fund
Assets									
Cash, cash equivalents, and investments	\$ 272,019	\$ -	\$ 2,685,591	\$ 858,252	\$ 2,182,709	\$ 1,005,791	\$ 1,390,826	\$ 1,077,739	\$ 284,470
Receivables (net of allowance)									
Accounts	-	-	-	-	-	-	628,120	-	15,918
Taxes	3,494,126	-	6,159,144	371,272	-	-	-	-	-
Loans	-	-	-	-	-	-	-	-	3,818,516
Due from other governments	-	979,955	-	-	100,000	100,000	-	-	426,103
Prepaid asset	-	-	44,704	-	-	-	-	-	-
Total assets	<u>\$ 3,766,145</u>	<u>\$ 979,955</u>	<u>\$ 8,889,439</u>	<u>\$ 1,229,524</u>	<u>\$ 2,282,709</u>	<u>\$ 1,105,791</u>	<u>\$ 2,018,946</u>	<u>\$ 1,077,739</u>	<u>\$ 4,545,007</u>
Liabilities									
Accounts payable	\$ -	\$ -	\$ 51,866	\$ -	\$ 284	\$ -	\$ 2,520	\$ -	\$ 57,680
Due to other funds	-	600,290	-	-	-	-	-	-	-
Total liabilities	<u>-</u>	<u>600,290</u>	<u>51,866</u>	<u>-</u>	<u>284</u>	<u>-</u>	<u>2,520</u>	<u>-</u>	<u>57,680</u>
Deferred Inflows of Resources									
Deferred revenue - property taxes	3,494,126	-	6,159,144	-	-	-	-	-	-
Deferred revenue - intergovernmental	-	-	-	-	100,000	100,000	-	-	282,741
Total deferred inflows of resources	<u>3,494,126</u>	<u>-</u>	<u>6,159,144</u>	<u>-</u>	<u>100,000</u>	<u>100,000</u>	<u>-</u>	<u>-</u>	<u>282,741</u>
Fund balances									
Nonspendable	-	-	44,704	-	-	-	-	-	-
Restricted									
Public safety	272,019	-	-	-	-	-	-	79,773	-
Public works	-	379,665	-	-	-	-	-	-	-
Community services	-	-	-	-	-	1,005,791	-	210,942	4,204,586
General government	-	-	2,633,725	-	-	-	-	787,024	-
Committed									
Public works	-	-	-	-	-	-	2,016,426	-	-
Community services	-	-	-	-	2,182,425	-	-	-	-
General government	-	-	-	1,229,524	-	-	-	-	-
Unassigned	-	-	-	-	-	-	-	-	-
Total fund balances	<u>272,019</u>	<u>379,665</u>	<u>2,678,429</u>	<u>1,229,524</u>	<u>2,182,425</u>	<u>1,005,791</u>	<u>2,016,426</u>	<u>1,077,739</u>	<u>4,204,586</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 3,766,145</u>	<u>\$ 979,955</u>	<u>\$ 8,889,439</u>	<u>\$ 1,229,524</u>	<u>\$ 2,282,709</u>	<u>\$ 1,105,791</u>	<u>\$ 2,018,946</u>	<u>\$ 1,077,739</u>	<u>\$ 4,545,007</u>

City of Olathe, Kansas
Combining Balance Sheet
Nonmajor Governmental Funds
December 31, 2019

	Special Revenue		Capital Projects				Total Nonmajor Governmental Funds
	Cemetery	Recreation	Library Capital	Park Sales Tax	Street Maintenance Sales Tax	Future Street Improvement	
Assets							
Cash, cash equivalents, and investments	\$ 593,949	\$ 1,150,415	\$ 642,053	\$ 852,359	\$ -	\$ 7,580,870	\$ 20,577,043
Receivables (net of allowance)							
Accounts	-	137,608	-	-	-	-	781,646
Taxes	-	-	-	685,321	2,055,815	-	12,765,678
Loans	-	-	-	-	-	-	3,818,516
Due from other governments	-	-	-	-	-	-	1,606,058
Prepaid asset	-	-	-	-	-	-	44,704
Total assets	<u>\$ 593,949</u>	<u>\$ 1,288,023</u>	<u>\$ 642,053</u>	<u>\$ 1,537,680</u>	<u>\$ 2,055,815</u>	<u>\$ 7,580,870</u>	<u>\$ 39,593,645</u>
Liabilities							
Accounts payable	\$ -	\$ 535,077	\$ -	\$ -	\$ -	\$ -	\$ 647,427
Due to other funds	-	-	-	-	842,054	-	1,442,344
Total liabilities	<u>-</u>	<u>535,077</u>	<u>-</u>	<u>-</u>	<u>842,054</u>	<u>-</u>	<u>2,089,771</u>
Deferred Inflows of Resources							
Deferred revenue - property taxes	-	-	-	-	-	-	9,653,270
Deferred revenue - intergovernmental	-	-	-	-	-	-	482,741
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,136,011</u>
Fund balances							
Nonspendable	-	-	-	-	-	-	44,704
Restricted							
Public safety	-	-	-	-	-	-	351,792
Public works	-	-	-	-	1,213,761	-	1,593,426
Community services	-	-	-	1,537,680	-	-	6,958,999
General government	-	-	642,053	-	-	-	4,062,802
Committed							
Public works	-	-	-	-	-	7,580,870	9,597,296
Community services	593,949	752,946	-	-	-	-	3,529,320
General government	-	-	-	-	-	-	1,229,524
Unassigned	-	-	-	-	-	-	-
Total fund balances	<u>593,949</u>	<u>752,946</u>	<u>642,053</u>	<u>1,537,680</u>	<u>1,213,761</u>	<u>7,580,870</u>	<u>27,367,863</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 593,949</u>	<u>\$ 1,288,023</u>	<u>\$ 642,053</u>	<u>\$ 1,537,680</u>	<u>\$ 2,055,815</u>	<u>\$ 7,580,870</u>	<u>\$ 39,593,645</u>

City of Olathe, Kansas
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended December 31, 2019

	Special Revenue							
	Fire Levy	Motor Fuel Tax	Library Operating	Economic Development and Tourism	Special Park and Recreation	Special Alcohol	Stormwater	Reimbursable Programs
Revenues								
Taxes:								
Property	\$ 3,618,342	\$ -	\$ 6,323,570	\$ -	\$ -	\$ -	\$ -	\$ 85,423
Sales	-	-	-	-	-	-	-	-
Transient guest	-	-	-	1,382,096	-	-	-	-
Intergovernmental	-	3,838,285	-	-	519,093	519,093	62,931	-
Fines, forfeitures, and penalties	-	-	135,255	-	-	-	-	-
Charges for services	-	-	23,363	-	301,528	-	4,470,469	271,720
Use of money and property	-	4,847	89,869	-	42,619	21,075	81,947	1,719
Miscellaneous	-	-	1,499	-	-	-	30,737	194,760
Total revenues	<u>3,618,342</u>	<u>3,843,132</u>	<u>6,573,556</u>	<u>1,382,096</u>	<u>863,240</u>	<u>540,168</u>	<u>4,646,084</u>	<u>553,622</u>
Expenditures								
General government	-	-	6,111,595	1,636,000	-	-	477,971	386,432
Public safety	-	-	-	-	-	239,191	-	87,820
Public works	-	1,000,000	-	-	-	-	2,367,584	-
Community services	-	-	-	-	541,580	259,905	-	148,872
Debt service	-	-	-	-	-	-	-	-
Principal retirements	-	-	-	-	-	-	150,000	-
Interest and fiscal charges	-	-	-	-	-	-	77,914	-
Total expenditures	<u>-</u>	<u>1,000,000</u>	<u>6,111,595</u>	<u>1,636,000</u>	<u>541,580</u>	<u>499,096</u>	<u>3,073,469</u>	<u>623,124</u>
Excess of revenues over (under) expenditures	<u>3,618,342</u>	<u>2,843,132</u>	<u>461,961</u>	<u>(253,904)</u>	<u>321,660</u>	<u>41,072</u>	<u>1,572,615</u>	<u>(69,502)</u>
Other financing sources (uses)								
Insurance proceeds	-	-	-	-	-	-	-	-
Issuance of revenue bonds	-	-	-	-	-	-	-	-
Bond premium	-	-	-	-	-	-	-	-
Bond discount	-	-	-	-	-	-	-	-
Transfers in	-	-	-	521,745	92,192	-	-	132,750
Transfers out	(3,567,936)	(3,615,145)	(487,609)	-	(450,000)	-	(1,276,250)	(4,282)
Total other financing sources (uses)	<u>(3,567,936)</u>	<u>(3,615,145)</u>	<u>(487,609)</u>	<u>521,745</u>	<u>(357,808)</u>	<u>-</u>	<u>(1,276,250)</u>	<u>128,468</u>
Net change in fund balances	<u>50,406</u>	<u>(772,013)</u>	<u>(25,648)</u>	<u>267,841</u>	<u>(36,148)</u>	<u>41,072</u>	<u>296,365</u>	<u>58,966</u>
Fund balances - beginning of year	221,613	1,151,678	2,704,077	961,683	2,218,573	964,719	1,720,061	1,018,773
Fund balances - end of year	<u>\$ 272,019</u>	<u>\$ 379,665</u>	<u>\$ 2,678,429</u>	<u>\$ 1,229,524</u>	<u>\$ 2,182,425</u>	<u>\$ 1,005,791</u>	<u>\$ 2,016,426</u>	<u>\$ 1,077,739</u>

City of Olathe, Kansas
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended December 31, 2019

	Special Revenue			Capital Projects				Total Nonmajor Governmental Funds
	Grant Fund	Cemetery	Recreation	Library Capital	Park Sales Tax	Street Maintenance Sales Tax	Future Street Improvement	
Revenues								
Taxes:								
Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,027,335
Sales	-	-	-	-	3,768,005	11,302,111	-	15,070,116
Transient guest	-	-	-	-	-	-	-	1,382,096
Intergovernmental	1,568,855	-	-	39,152	-	-	-	6,547,409
Fines, forfeitures, and penalties	-	-	-	-	-	-	-	135,255
Charges for services	-	139,842	5,554,423	-	-	-	551,972	11,313,317
Use of money and property	316	14,234	35,779	-	17,584	158,776	189,564	658,329
Miscellaneous	221,345	116,969	-	80,594	-	-	-	645,904
Total revenues	<u>1,790,516</u>	<u>271,045</u>	<u>5,590,202</u>	<u>119,746</u>	<u>3,785,589</u>	<u>11,460,887</u>	<u>741,536</u>	<u>45,779,761</u>
Expenditures								
General government	78,502	-	-	107,326	-	-	-	8,797,826
Public safety	1,200,749	-	-	-	-	-	-	1,527,760
Public works	(91)	-	-	-	-	-	-	3,367,493
Community services	852,125	321,408	5,450,506	-	337,769	-	-	7,912,165
Debt service								
Principal retirements	-	-	-	-	-	-	-	150,000
Interest and fiscal charges	-	-	-	-	-	-	-	77,914
Total expenditures	<u>2,131,285</u>	<u>321,408</u>	<u>5,450,506</u>	<u>107,326</u>	<u>337,769</u>	<u>-</u>	<u>-</u>	<u>21,833,158</u>
Excess of revenues over (under) expenditures	<u>(340,769)</u>	<u>(50,363)</u>	<u>139,696</u>	<u>12,420</u>	<u>3,447,820</u>	<u>11,460,887</u>	<u>741,536</u>	<u>23,946,603</u>
Other financing sources (uses)								
Insurance proceeds	-	-	-	664,211	-	-	-	664,211
Issuance of revenue bonds	-	-	-	-	-	-	-	-
Bond premium	-	-	-	-	-	-	-	-
Bond discount	-	-	-	-	-	-	-	-
Transfers in	189,812	-	-	-	659,216	-	79,361	1,675,076
Transfers out	-	-	(200,000)	(821,954)	(5,251,015)	(11,031,000)	(3,055,732)	(29,760,923)
Total other financing sources (uses)	<u>189,812</u>	<u>-</u>	<u>(200,000)</u>	<u>(157,743)</u>	<u>(4,591,799)</u>	<u>(11,031,000)</u>	<u>(2,976,371)</u>	<u>(27,421,636)</u>
Net change in fund balances	<u>(150,957)</u>	<u>(50,363)</u>	<u>(60,304)</u>	<u>(145,323)</u>	<u>(1,143,979)</u>	<u>429,887</u>	<u>(2,234,835)</u>	<u>(3,475,033)</u>
Fund balances - beginning of year	4,355,543	644,312	813,250	787,376	2,681,659	783,874	9,815,705	30,842,896
Fund balances - end of year	<u>\$ 4,204,586</u>	<u>\$ 593,949</u>	<u>\$ 752,946</u>	<u>\$ 642,053</u>	<u>\$ 1,537,680</u>	<u>\$ 1,213,761</u>	<u>\$ 7,580,870</u>	<u>\$ 27,367,863</u>



Budgetary Schedules

City of Olathe, Kansas
Schedule of Revenues, Expenditures, and Changes in Fund Balance
General Fund
Budget and Actual - Budgetary Basis
For the Year Ended December 31, 2019

	Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes:			
Property	\$ 20,776,043	\$ 20,888,757	\$ 112,714
Sales	54,433,980	50,969,434	(3,464,546)
Franchise	12,421,847	11,638,652	(783,195)
Intergovernmental	1,099,452	1,207,182	107,730
Licenses and permits	2,282,606	2,568,592	285,986
Fines, forfeitures, and penalties	2,593,500	3,154,619	561,119
Charges for services	6,019,800	6,177,071	157,271
Use of money and property	282,000	1,195,136	913,136
Miscellaneous	689,500	911,315	221,815
Total revenues	<u>100,598,728</u>	<u>98,710,758</u>	<u>(1,887,970)</u>
Expenditures			
General government	31,622,051	9,723,588	21,898,463
Administration	3,351,606	3,090,342	261,264
Legal	3,665,876	3,532,553	133,323
Information technology services	4,663,871	3,901,412	762,459
Resource management	2,976,818	2,674,165	302,653
Public safety	51,305,823	51,768,969	(463,146)
Public works	11,065,898	10,422,827	643,071
Community services	8,125,768	8,097,799	27,969
Contingency	500,000	-	500,000
Total expenditures	<u>117,277,711</u>	<u>93,211,655</u>	<u>24,066,056</u>
Excess of revenues over expenditures	<u>(16,678,983)</u>	<u>5,499,103</u>	<u>22,178,086</u>
Other financing sources (uses)			
Transfers in	7,146,559	7,147,180	621
Transfers out	<u>(12,962,767)</u>	<u>(12,019,746)</u>	<u>943,021</u>
Total other financing sources (uses)	<u>(5,816,208)</u>	<u>(4,872,566)</u>	<u>943,642</u>
Net change in fund balance	<u>\$ (22,495,191)</u>	<u>626,537</u>	<u>\$ 23,121,728</u>
Fund balance - beginning of year - budget basis		<u>30,145,842</u>	
Fund balance - end of year - budget basis		<u>30,772,379</u>	
Encumbrances incurred and outstanding		<u>152,861</u>	
Fund balance - end of year - GAAP basis		<u>\$ 30,925,240</u>	

City of Olathe, Kansas
Combining Schedule of Revenues, Expenditures
and Changes in Fund Balances
All Budgeted Special Revenue Funds
Budget and Actual - Budgetary Basis
For the Year Ended December 31, 2019

	Fire Levy Fund			Motor Fuel Tax Fund			Library Operating Fund		
	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
Revenues									
Taxes	\$ 3,627,624	\$ 3,618,342	\$ (9,282)	\$ -	\$ -	\$ -	\$ 6,354,986	\$ 6,323,570	\$ (31,416)
Intergovernmental	-	-	-	3,746,327	3,838,285	91,958	-	-	-
Fines, forfeitures, and penalties	-	-	-	-	-	-	189,000	135,255	(53,745)
Charges for services	-	-	-	-	-	-	-	23,363	23,363
Use of money and property	-	-	-	-	4,847	4,847	30,455	89,869	59,414
Miscellaneous	-	-	-	-	-	-	21,000	1,499	(19,501)
Total revenues	<u>3,627,624</u>	<u>3,618,342</u>	<u>(9,282)</u>	<u>3,746,327</u>	<u>3,843,132</u>	<u>96,805</u>	<u>6,595,441</u>	<u>6,573,556</u>	<u>(21,885)</u>
Expenditures									
General government	-	-	-	-	-	-	9,039,352	6,118,967	2,920,385
Public safety	292,592	-	292,592	-	-	-	-	-	-
Public works	-	-	-	1,209,661	1,000,000	209,661	-	-	-
Community services	-	-	-	-	-	-	-	-	-
Total expenditures	<u>292,592</u>	<u>-</u>	<u>292,592</u>	<u>1,209,661</u>	<u>1,000,000</u>	<u>209,661</u>	<u>9,039,352</u>	<u>6,118,967</u>	<u>2,920,385</u>
Excess of revenues over/ (under) expenditures	<u>3,335,032</u>	<u>3,618,342</u>	<u>283,310</u>	<u>2,536,666</u>	<u>2,843,132</u>	<u>306,466</u>	<u>(2,443,911)</u>	<u>454,589</u>	<u>2,898,500</u>
Other financing sources (uses)									
Transfers in	-	-	-	-	-	-	-	-	-
Transfers out	(3,572,590)	(3,567,936)	4,654	(3,615,145)	(3,615,145)	-	(72,546)	(487,609)	(415,063)
Total other financing sources/(uses)	<u>(3,572,590)</u>	<u>(3,567,936)</u>	<u>4,654</u>	<u>(3,615,145)</u>	<u>(3,615,145)</u>	<u>-</u>	<u>(72,546)</u>	<u>(487,609)</u>	<u>(415,063)</u>
Net change in fund balances	<u>\$ (237,558)</u>	<u>50,406</u>	<u>\$ 287,964</u>	<u>\$ (1,078,479)</u>	<u>(772,013)</u>	<u>\$ 306,466</u>	<u>\$ (2,516,457)</u>	<u>(33,020)</u>	<u>\$ 2,483,437</u>
Fund balances - beginning of year - Budget basis		<u>221,613</u>			<u>1,151,678</u>			<u>2,704,077</u>	
Fund balances - end of year - Budget basis		<u>272,019</u>			<u>379,665</u>			<u>2,671,057</u>	
Encumbrances incurred and outstanding / Due to other fund		<u>-</u>			<u>-</u>			<u>7,372</u>	
Fund balances - end of year - GAAP basis		<u>\$ 272,019</u>			<u>\$ 379,665</u>			<u>\$ 2,678,429</u>	

City of Olathe, Kansas
Combining Schedule of Revenues, Expenditures
and Changes in Fund Balances
All Budgeted Special Revenue Funds
Budget and Actual - Budgetary Basis
For the Year Ended December 31, 2019

	Economic Development and Tourism			Special Park and Recreation Fund			Special Alcohol Fund		
	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
Revenues									
Taxes	\$ 1,606,610	\$ 1,382,096	\$ (224,514)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	-	-	492,052	519,093	27,041	492,052	519,093	27,041
Fines, forfeitures, and penalties	-	-	-	-	-	-	-	-	-
Charges for services	-	-	-	591,529	301,528	(290,001)	-	-	-
Use of money and property	-	-	-	-	42,619	42,619	4,662	21,075	16,413
Miscellaneous	-	-	-	18,397	-	(18,397)	-	-	-
Total revenues	<u>1,606,610</u>	<u>1,382,096</u>	<u>(224,514)</u>	<u>1,101,978</u>	<u>863,240</u>	<u>(238,738)</u>	<u>496,714</u>	<u>540,168</u>	<u>43,454</u>
Expenditures									
General government	3,385,941	1,636,000	1,749,941	-	-	-	-	-	-
Public safety	-	-	-	-	-	-	230,165	239,191	(9,026)
Public works	-	-	-	-	-	-	-	-	-
Community services	-	-	-	2,864,316	541,580	2,322,736	1,176,794	259,905	916,889
Total expenditures	<u>3,385,941</u>	<u>1,636,000</u>	<u>1,749,941</u>	<u>2,864,316</u>	<u>541,580</u>	<u>2,322,736</u>	<u>1,406,959</u>	<u>499,096</u>	<u>907,863</u>
Excess of revenues over (under) expenditures	<u>(1,779,331)</u>	<u>(253,904)</u>	<u>1,525,427</u>	<u>(1,762,338)</u>	<u>321,660</u>	<u>2,083,998</u>	<u>(910,245)</u>	<u>41,072</u>	<u>951,317</u>
Other financing sources (uses)									
Transfers in	587,890	521,745	(66,145)	-	92,192	92,192	-	-	-
Transfers out	-	-	-	(450,000)	(450,000)	-	-	-	-
Total other financing sources/(uses)	<u>587,890</u>	<u>521,745</u>	<u>(66,145)</u>	<u>(450,000)</u>	<u>(357,808)</u>	<u>92,192</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>\$ (1,191,441)</u>	<u>267,841</u>	<u>\$ 1,459,282</u>	<u>\$ (2,212,338)</u>	<u>(36,148)</u>	<u>\$ 2,176,190</u>	<u>\$ (910,245)</u>	<u>41,072</u>	<u>\$ 951,317</u>
Fund balances - beginning of year - Budget basis		<u>961,683</u>			<u>2,218,573</u>			<u>964,719</u>	
Fund balances - end of year - Budget basis		<u>1,229,524</u>			<u>2,182,425</u>			<u>1,005,791</u>	
Encumbrances incurred and outstanding / Due to other fund		<u>-</u>			<u>-</u>			<u>-</u>	
Fund balances - end of year - GAAP basis		<u>\$ 1,229,524</u>			<u>\$ 2,182,425</u>			<u>\$ 1,005,791</u>	

continued

City of Olathe, Kansas
Combining Schedule of Revenues, Expenditures
and Changes in Fund Balances
All Budgeted Special Revenue Funds
Budget and Actual - Budgetary Basis (continued)
For the Year Ended December 31, 2019

	Storm Water Fund			Recreation			Total		
	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
Revenues									
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,589,220	\$ 11,324,008	\$ (265,212)
Intergovernmental	-	62,931	62,931	-	-	-	4,730,431	4,939,402	208,971
Fines, forfeitures, and penalties	-	-	-	-	-	-	189,000	135,255	(53,745)
Charges for services	4,696,440	4,470,469	(225,971)	5,794,420	5,554,423	(239,997)	11,082,389	10,349,783	(732,606)
Use of money and property	25,381	81,947	56,566	14,984	35,779	20,795	75,482	276,136	200,654
Miscellaneous	-	30,737	30,737	-	-	-	39,397	32,236	(7,161)
Total revenues	<u>4,721,821</u>	<u>4,646,084</u>	<u>(75,737)</u>	<u>5,809,404</u>	<u>5,590,202</u>	<u>(219,202)</u>	<u>27,705,919</u>	<u>27,056,820</u>	<u>(649,099)</u>
Expenditures									
General government	-	-	-	-	-	-	12,425,293	7,754,967	4,670,326
Public safety	-	-	-	-	-	-	522,757	239,191	283,566
Public works	5,327,881	2,906,904	2,420,977	-	-	-	6,537,542	3,906,904	2,630,638
Community services	-	-	-	6,486,489	5,623,002	863,487	10,527,599	6,424,487	4,103,112
Total expenditures	<u>5,327,881</u>	<u>2,906,904</u>	<u>2,420,977</u>	<u>6,486,489</u>	<u>5,623,002</u>	<u>863,487</u>	<u>30,013,191</u>	<u>18,325,549</u>	<u>11,687,642</u>
Excess of revenues over (under) expenditures	<u>(606,060)</u>	<u>1,739,180</u>	<u>2,345,240</u>	<u>(677,085)</u>	<u>(32,800)</u>	<u>644,285</u>	<u>(2,307,272)</u>	<u>8,731,271</u>	<u>11,038,543</u>
Other financing sources (uses)									
Transfers in	-	-	-	-	-	-	587,890	613,937	26,047
Transfers out	(1,276,250)	(1,276,250)	-	(200,000)	(200,000)	-	(9,186,531)	(9,596,940)	(410,409)
Total other financing sources/(uses)	<u>(1,276,250)</u>	<u>(1,276,250)</u>	<u>-</u>	<u>(200,000)</u>	<u>(200,000)</u>	<u>-</u>	<u>(8,598,641)</u>	<u>(8,983,003)</u>	<u>(384,362)</u>
Net change in fund balances	<u>\$ (1,882,310)</u>	<u>462,930</u>	<u>\$ 2,345,240</u>	<u>\$ (877,085)</u>	<u>(232,800)</u>	<u>\$ 644,285</u>	<u>\$ (10,905,913)</u>	<u>(251,732)</u>	<u>\$ 10,654,181</u>
Fund balances - beginning of year - Budget basis		<u>1,541,315</u>			<u>2,272,351</u>			<u>12,036,009</u>	
Fund balances - end of year - Budget basis		<u>2,004,245</u>			<u>2,039,551</u>			<u>11,784,277</u>	
Encumbrances incurred and outstanding / Due to other fund		<u>12,181</u>			<u>(1,286,605)</u>			<u>(1,267,052)</u>	
Fund balances - end of year - GAAP basis		<u>\$ 2,016,426</u>			<u>\$ 752,946</u>			<u>\$ 10,517,225</u>	

City of Olathe, Kansas
Schedule of Revenues, Expenditures,
and Changes in Fund Balance
Budgeted Capital Projects Fund
Park Sales Tax Fund
Budget and Actual - Budgetary Basis
For the Year Ended December 31, 2019

	Budget	Actual	Variance - Positive (Negative)
Revenues			
Taxes	\$ 4,220,456	\$ 3,768,005	\$ (452,451)
Use of money and property	50,034	17,584	(32,450)
Total revenues	<u>4,270,490</u>	<u>3,785,589</u>	<u>(484,901)</u>
Expenditures			
General government	648,868	-	648,868
Community services	310,220	337,769	(27,549)
Total expenditures	<u>959,088</u>	<u>337,769</u>	<u>621,319</u>
Excess of revenues over (under) expenditures	<u>3,311,402</u>	<u>3,447,820</u>	<u>136,418</u>
Other financing sources (uses)			
Transfers in	-	659,216	659,216
Transfers out	(5,904,554)	(5,251,015)	653,539
Total other financing sources (uses)	<u>(5,904,554)</u>	<u>(4,591,799)</u>	<u>1,312,755</u>
Net change in fund balance	<u>\$ (2,593,152)</u>	<u>(1,143,979)</u>	<u>\$ 1,449,173</u>
Fund balance - beginning of year		2,681,659	
Fund balance - end of year		<u>\$ 1,537,680</u>	

City of Olathe, Kansas
Schedule of Revenues, Expenditures,
and Changes in Fund Balance
Budgeted Capital Projects Fund
Street Maintenance Sales Tax Fund
Budget and Actual - Budgetary Basis
For the Year Ended December 31, 2019

	Budget	Actual	Variance - Positive (Negative)
Revenues			
Taxes	\$ 12,621,888	\$ 11,302,111	\$ (1,319,777)
Use of money and property	121,105	158,776	37,671
Total revenues	<u>12,742,993</u>	<u>11,460,887</u>	<u>(1,282,106)</u>
Expenditures			
General government	<u>1,204,898</u>	-	1,204,898
Total expenditures	<u>1,204,898</u>	-	1,204,898
Excess of revenues over (under) expenditures	<u>11,538,095</u>	<u>11,460,887</u>	<u>(77,208)</u>
Other financing sources (uses)			
Transfers out	<u>(12,750,000)</u>	<u>(11,031,000)</u>	1,719,000
Total other financing sources (uses)	<u>(12,750,000)</u>	<u>(11,031,000)</u>	1,719,000
Net change in fund balance	<u>\$ (1,211,905)</u>	429,887	<u>\$ 1,641,792</u>
Fund balance - beginning of year		783,874	
Fund balance - end of year		<u>\$ 1,213,761</u>	

City of Olathe, Kansas
Schedule of Revenues, Expenditures,
and Changes in Fund Balance
Debt Service Fund
Budget and Actual - Budgetary Basis
For the Year Ended December 31, 2019

	Budget	Actual	Variance - Positive (Negative)
Revenues			
Taxes and special assessments	\$ 25,456,357	\$ 26,504,557	\$ 1,048,200
Use of money and property	312,286	1,046,865	734,579
Miscellaneous	75,368	21,344	(54,024)
Total revenues	<u>25,844,011</u>	<u>27,572,766</u>	<u>1,728,755</u>
Expenditures			
General operations	60,000	89,865	(29,865)
Debt service:			
Principal retirements	62,030,892	21,265,000	40,765,892
Interest	8,621,892	7,152,506	1,469,386
Total expenditures	<u>70,712,784</u>	<u>28,507,371</u>	<u>42,205,413</u>
Excess of revenues over (under) expenditures	(44,868,773)	(934,605)	43,934,168
Other financing sources			
Transfers in	10,086,391	9,131,260	(955,131)
Transfers out	(231,562)	(208,698)	22,864
Total other financing sources/(uses)	<u>9,854,829</u>	<u>8,922,562</u>	<u>(932,267)</u>
Net change in fund balance	<u>\$ (35,013,944)</u>	7,987,957	<u>\$ 43,001,901</u>
Fund balance - beginning of year		37,274,363	
Fund balance - end of year		<u>\$ 45,262,320</u>	

City of Olathe, Kansas
Schedule of Revenues, Expenditures,
and Changes in Fund Balance
Special Tax Financing Fund
Budget and Actual - Budgetary Basis
For the Year Ended December 31, 2019

	Budget	Actual	Variance - Positive (Negative)
Revenues			
Taxes and special assessments	\$ 7,271,500	\$ 6,907,229	\$ (364,271)
Use of money and property	44,000	145,496	101,496
Total revenues	<u>7,315,500</u>	<u>7,052,725</u>	<u>(262,775)</u>
Expenditures			
General operations	30,000	111,423	(81,423)
Capital improvements	4,825,000	3,467,661	1,357,339
Debt service	10,045,750	2,278,900	7,766,850
Total expenditures	<u>14,900,750</u>	<u>5,857,984</u>	<u>9,042,766</u>
Excess of revenues over (under) expenditures	<u>\$ (7,585,250)</u>	<u>1,194,741</u>	<u>\$ 8,779,991</u>
Fund balance - beginning of year		<u>6,233,267</u>	
Fund balance - end of year		<u>\$ 7,428,008</u>	

City of Olathe, Kansas
Combining Schedule of Revenues, Expenditures
and Changes in Net Position
Enterprise Funds
Budget and Actual - Budgetary Basis
For the Year Ended December 31, 2019

	Water and Sewer Fund			Solid Waste Fund			Total		
	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
Revenues									
Water charges	\$ 24,255,559	\$ 24,972,710	\$ 717,151	\$ -	\$ -	\$ -	\$ 24,255,559	\$ 24,972,710	\$ 717,151
Sewer charges	19,319,948	19,910,448	590,500	-	-	-	19,319,948	19,910,448	590,500
Water and sewer connection charges	382,707	436,172	53,465	-	-	-	382,707	436,172	53,465
Sanitation charges and landfill fees	-	-	-	14,731,745	15,775,435	1,043,690	14,731,745	15,775,435	1,043,690
Use of money and property	1,012,185	296,487	(715,698)	20,587	37,080	16,493	1,032,772	333,567	(699,205)
Miscellaneous	-	1,066,268	1,066,268	-	344,074	344,074	-	1,410,342	1,410,342
Total revenues	<u>44,970,399</u>	<u>46,682,085</u>	<u>1,711,686</u>	<u>14,752,332</u>	<u>16,156,589</u>	<u>1,404,257</u>	<u>59,722,731</u>	<u>62,838,674</u>	<u>3,115,943</u>
Expenditures									
General operations	1,849,264	1,796,413	52,851	-	-	-	1,849,264	1,796,413	52,851
Public works	37,170,042	35,371,690	1,798,352	17,098,201	15,414,607	1,683,594	54,268,243	50,786,297	3,481,946
Debt service	9,955,520	11,094,323	(1,138,803)	-	-	-	9,955,520	11,094,323	(1,138,803)
Total expenditures	<u>48,974,826</u>	<u>48,262,426</u>	<u>712,400</u>	<u>17,098,201</u>	<u>15,414,607</u>	<u>1,683,594</u>	<u>66,073,027</u>	<u>63,677,033</u>	<u>2,395,994</u>
Excess of revenues over (under expenditures)	<u>(4,004,427)</u>	<u>(1,580,341)</u>	<u>2,424,086</u>	<u>(2,345,869)</u>	<u>741,982</u>	<u>3,087,851</u>	<u>(6,350,296)</u>	<u>(838,359)</u>	<u>5,511,937</u>
Other financing sources (uses)									
Transfers in	-	-	-	-	101	101	-	101	101
Transfers out	(1,280,000)	(1,302,000)	(22,000)	-	(400,000)	(400,000)	(1,280,000)	(1,702,000)	(422,000)
Net other financing sources (uses)	<u>(1,280,000)</u>	<u>(1,302,000)</u>	<u>(22,000)</u>	<u>-</u>	<u>(399,899)</u>	<u>(399,899)</u>	<u>(1,280,000)</u>	<u>(1,701,899)</u>	<u>(421,899)</u>
Net change in net position	<u>\$ (5,284,427)</u>	<u>(2,882,341)</u>	<u>\$ 2,402,086</u>	<u>\$ (2,345,869)</u>	<u>342,083</u>	<u>\$ 2,687,952</u>	<u>\$ (7,630,296)</u>	<u>(2,540,258)</u>	<u>\$ 5,090,038</u>
Net position - beginning of year		8,180,120			1,487,227			9,667,347	
Net position - end of year		<u>\$ 5,297,779</u>			<u>\$ 1,829,310</u>			<u>\$ 7,127,089</u>	

City of Olathe, Kansas
Combining Schedule of Revenues, Expenditures
and Changes in Net Position
Internal Service Funds
Budget and Actual - Budgetary Basis
For the Year Ended December 31, 2019

	Central Garage			Risk Management			Vehicle Replacement		
	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
Revenues									
Charge for services	\$ 6,741,110	\$ 6,591,101	\$ (150,009)	\$ 21,155,436	\$ 22,116,796	\$ 961,360	\$ 7,970,906	\$ 8,115,480	\$ 144,574
Intergovernmental	-	-	-	-	-	-	-	17,146	17,146
Use of money and property	-	3,383	3,383	75,799	240,535	164,736	8,021	112,214	104,193
Total revenues	<u>6,741,110</u>	<u>6,594,484</u>	<u>(146,626)</u>	<u>21,231,235</u>	<u>22,357,331</u>	<u>1,126,096</u>	<u>7,978,927</u>	<u>8,244,840</u>	<u>265,913</u>
Expenditures									
General operations	-	-	-	25,582,068	19,995,952	5,586,116	9,357,119	5,221,398	4,135,721
Public works	6,886,986	6,582,248	304,738	-	-	-	-	-	-
Total expenditures	<u>6,886,986</u>	<u>6,582,248</u>	<u>304,738</u>	<u>25,582,068</u>	<u>19,995,952</u>	<u>5,586,116</u>	<u>9,357,119</u>	<u>5,221,398</u>	<u>4,135,721</u>
Excess of revenues over (under) expenditures	<u>(145,876)</u>	<u>12,236</u>	<u>158,112</u>	<u>(4,350,833)</u>	<u>2,361,379</u>	<u>6,712,212</u>	<u>(1,378,192)</u>	<u>3,023,442</u>	<u>4,401,634</u>
Other financing (uses)									
Transfers in	-	-	-	-	-	-	-	14,748	14,748
Transfers out	-	(82,000)	(82,000)	-	-	-	-	-	-
Net other financing (uses)	<u>-</u>	<u>(82,000)</u>	<u>(82,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>14,748</u>	<u>14,748</u>
Net change in net position	<u>\$ (145,876)</u>	<u>(69,764)</u>	<u>\$ 76,112</u>	<u>\$ (4,350,833)</u>	<u>2,361,379</u>	<u>\$ 6,712,212</u>	<u>\$ (1,378,192)</u>	<u>3,038,190</u>	<u>\$ 4,416,382</u>
Net position - beginning of year		16,326			6,139,883			1,915,154	
Net position - end of year		<u>\$ (53,438)</u>			<u>\$ 8,501,262</u>			<u>\$ 4,953,344</u>	

City of Olathe, Kansas
Combining Schedule of Revenues, Expenditures
and Changes in Net Position
Internal Service Funds
Budget and Actual - Budgetary Basis
For the Year Ended December 31, 2019

	Personal Computer Replacement			Building Maintenance			Total		
	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)	Budget	Actual	Variance - Positive (Negative)
Revenues									
Charge for services	\$ 1,183,862	\$ 1,165,065	\$ (18,797)	\$ 1,203,698	\$ 1,208,009	\$ 4,311	\$ 38,255,012	\$ 39,196,451	\$ 941,439
Intergovernmental	-	-	-	-	-	-	-	17,146	17,146
Interest income	8,439	19,324	10,885	-	7,132	7,132	92,259	382,588	290,329
Total revenues	<u>1,192,301</u>	<u>1,184,389</u>	<u>(7,912)</u>	<u>1,203,698</u>	<u>1,215,141</u>	<u>11,443</u>	<u>38,347,271</u>	<u>39,596,185</u>	<u>1,248,914</u>
Expenditures									
General operations	1,152,754	972,742	180,012	-	-	-	36,091,941	26,190,092	9,901,849
Public works	-	-	-	1,653,698	1,220,478	433,220	8,540,684	7,802,726	737,958
Total expenditures	<u>1,152,754</u>	<u>972,742</u>	<u>180,012</u>	<u>1,653,698</u>	<u>1,220,478</u>	<u>433,220</u>	<u>44,632,625</u>	<u>33,992,818</u>	<u>10,639,807</u>
Excess of revenues over (under) expenditures	<u>39,547</u>	<u>211,647</u>	<u>172,100</u>	<u>(450,000)</u>	<u>(5,337)</u>	<u>444,663</u>	<u>(6,285,354)</u>	<u>5,603,367</u>	<u>11,888,721</u>
Other financing (uses)									
Transfers in	-	-	-	550,000	-	(550,000)	550,000	14,748	(535,252)
Transfers out	(542,404)	(423,252)	119,152	(550,000)	-	550,000	(1,092,404)	(505,252)	587,152
Net other financing sources (uses)	<u>(542,404)</u>	<u>(423,252)</u>	<u>119,152</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(542,404)</u>	<u>(490,504)</u>	<u>51,900</u>
Net change in net position	<u>\$ (502,857)</u>	<u>(211,605)</u>	<u>\$ 291,252</u>	<u>\$ (450,000)</u>	<u>(5,337)</u>	<u>\$ 444,663</u>	<u>\$ (6,827,758)</u>	<u>\$ 5,112,863</u>	<u>\$ 11,940,621</u>
Net position - beginning of year		659,101			443,639			9,174,103	
Net position - end of year		<u>\$ 447,496</u>			<u>\$ 438,302</u>			<u>\$ 14,286,966</u>	



Internal Service Funds

Internal Service Funds

Central Garage

To account for the costs of operating a maintenance facility for automotive equipment provided to other city departments. Such costs are billed to other departments at actual cost plus a fixed overhead factor. The automotive equipment itself is acquired by the various user departments which are responsible for financing replacement vehicles as necessary.

Risk Management

To account for the monies provided for health and dental, workers' compensation, property, casualty and other liability insurance coverage purchased by the City.

Vehicle Replacement

To account for monies provided by usage charges for future replacement of City vehicles.

Personal Computer Replacement

To account for monies provided by usage charges for future replacement of City personal computers.

Building Maintenance Fund

To account for monies provided by usage charges for future maintenance costs.

City of Olathe, Kansas
Combining Statement of Net Position
Internal Service Funds
December 31, 2019

	Central Garage	Risk Management	Vehicle Replacement	Personal Computer Replacement	Building Maintenance	Total
Assets						
Current assets						
Cash and cash equivalents	\$ 336,190	\$ 11,302,713	\$ 5,845,794	\$ 487,558	\$ 489,092	\$ 18,461,347
Accounts receivable	63,737	-	68,860	-	-	132,597
Due from other governments	-	-	17,146	-	-	17,146
Inventories and prepaid assets	290,182	-	-	-	-	290,182
Total current assets	690,109	11,302,713	5,931,800	487,558	489,092	18,901,272
Noncurrent assets						
Restricted assets						
Due from other funds	-	-	1,289,528	-	-	1,289,528
Deposit	-	11,000	-	-	-	11,000
Total restricted assets	-	11,000	1,289,528	-	-	1,300,528
Capital assets	70,544	-	65,351,144	228,269	-	65,649,957
Less accumulated depreciation	(70,544)	-	(36,722,123)	(228,269)	-	(37,020,936)
Net capital assets	-	-	28,629,021	-	-	28,629,021
Total assets	\$ 690,109	\$ 11,313,713	\$ 35,850,349	\$ 487,558	\$ 489,092	\$ 48,830,821
Liabilities						
Current liabilities						
Accounts and claims payable	\$ 433,524	\$ 1,886,770	\$ 276,629	\$ -	\$ -	\$ 2,596,923
Compensated absences	96,275	7,488	-	-	30,147	133,910
Total current liabilities	529,799	1,894,258	276,629	-	30,147	2,730,833
Noncurrent liabilities						
Deposit	-	11,000	-	-	-	11,000
Compensated absences	1,135	2,210	-	-	6,455	9,800
Total noncurrent liabilities	1,135	13,210	-	-	6,455	20,800
Total liabilities	530,934	1,907,468	276,629	-	36,602	2,751,633
Net position						
Net investment in capital assets	-	-	28,629,021	-	-	28,629,021
Unrestricted	159,175	9,406,245	6,944,699	487,558	452,490	17,450,167
Total net position	159,175	9,406,245	35,573,720	487,558	452,490	46,079,188
Total liabilities and net position	\$ 690,109	\$ 11,313,713	\$ 35,850,349	\$ 487,558	\$ 489,092	\$ 48,830,821

City of Olathe, Kansas
Combining Statement of Revenues, Expenses, and Changes in Net Position
Internal Service Funds
For the Year Ended December 31, 2019

	Central Garage	Risk Management	Vehicle Replacement	Personal Computer Replacement	Building Maintenance	Total
Operating revenues						
Intergovernmental	\$ -	\$ -	\$ 17,146	\$ -	\$ -	\$ 17,146
Charges for services	6,651,484	22,116,796	7,619,850	1,165,065	1,208,009	38,761,204
Total operating revenues	6,651,484	22,116,796	7,636,996	1,165,065	1,208,009	38,778,350
Operating expenses						
Administration and general	-	19,699,746	(3,275,700)	945,923	1,208,009	18,577,978
Depreciation	-	-	5,769,425	-	-	5,769,425
Equipment maintenance	6,553,216	-	-	-	-	6,553,216
Total operating expenses	6,553,216	19,699,746	2,493,725	945,923	1,208,009	30,900,619
Operating income (loss)	98,268	2,417,050	5,143,271	219,142	-	7,877,731
Nonoperating revenues (expenses)						
Interest income	3,383	240,535	112,215	19,324	7,132	382,589
Gain (loss) from sale of equipment	-	-	558,874	-	-	558,874
Total nonoperating revenues (expenses)	3,383	240,535	671,089	19,324	7,132	941,463
Net income (loss)	101,651	2,657,585	5,814,360	238,466	7,132	8,819,194
Transfers in	-	-	14,748	-	-	14,748
Transfers out	(82,000)	-	-	(423,252)	-	(505,252)
Net income (loss)	19,651	2,657,585	5,829,108	(184,786)	7,132	8,328,690
Net position - beginning of year	139,524	6,748,660	29,744,612	672,344	445,358	37,750,498
Net position - end of year	\$ 159,175	\$ 9,406,245	\$ 35,573,720	\$ 487,558	\$ 452,490	\$ 46,079,188



City of Olathe, Kansas
Combining Statement of Cash Flows
Internal Service Funds
For the Year Ended December 31, 2019

	Central Garage	Risk Management	Vehicle Replacement	Personal Computer Replacement	Building Maintenance	Total
Cash Flows from Operating Activities						
Receipts from customers and users	\$ 6,527,364	\$ 22,116,796	\$ 7,636,996	\$ 1,165,065	\$ 1,208,009	\$ 38,654,230
Payments to suppliers	(4,300,055)	(19,611,793)	3,637,625	(945,923)	(703,074)	(21,923,220)
Payments to employees	(2,021,029)	(379,470)	-	-	(508,577)	(2,909,076)
Net cash provided by (used in) operating activities	206,280	2,125,533	11,274,621	219,142	(3,642)	13,821,934
Cash Flows from Noncapital Financing Activities						
Transfers from other funds	-	-	14,748	-	-	14,748
Transfers to other funds	(82,000)	-	-	(423,252)	-	(505,252)
Net cash provided by (used in) noncapital financing activities	(82,000)	-	14,748	(423,252)	-	(490,504)
Cash Flows from Capital and Related Financing Activities						
Acquisitions and construction of capital assets	-	-	(10,530,771)	-	-	(10,530,771)
Proceeds from sale of capital assets	-	-	558,874	-	-	558,874
Net cash (used in) capital and related financing activities	-	-	(9,971,897)	-	-	(9,971,897)
Cash Flows from Investing Activities						
Interest received	3,383	240,535	112,214	19,324	7,132	382,588
Net cash provided by (used in) investing activities	3,383	240,535	112,214	19,324	7,132	382,588
Net increase (decrease) in cash and cash equivalents	127,663	2,366,068	1,429,686	(184,786)	3,490	3,742,121
Cash and cash equivalents - beginning of year	208,527	8,936,645	4,416,108	672,344	485,602	14,719,226
Cash and cash equivalents - end of year	\$ 336,190	\$ 11,302,713	\$ 5,845,794	\$ 487,558	\$ 489,092	\$ 18,461,347
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities						
Operating income (loss)	\$ 98,268	\$ 2,417,050	\$ 5,143,271	\$ 219,142	\$ -	\$ 7,877,731
Adjustments to reconcile operating income (loss) to cash provided by (used in) operating activities						
Depreciation and amortization	-	-	5,769,425	-	-	5,769,425
Changes in assets and liabilities						
(Increase) in inventories and prepaid assets	34,933	-	-	-	-	34,933
(Increase) in accounts receivable	-	-	(68,860)	-	-	(68,860)
(Increase) in due from other governments / other funds	(63,737)	-	168,106	-	-	104,369
Increase (decrease) in accounts and claims payable	140,048	(295,902)	262,679	-	(4,305)	102,520
Increase in compensated absences	(3,232)	4,385	-	-	663	1,816
Total adjustments	108,012	(291,517)	6,131,350	-	(3,642)	5,944,203
Net cash provided by (used in) operating activities	\$ 206,280	\$ 2,125,533	\$ 11,274,621	\$ 219,142	\$ (3,642)	\$ 13,821,934



Discretely Presented Component Units

City of Olathe, Kansas
Combining Statement of Net Position
Discretely Presented Component Unit
December 31, 2019

	Olathe Public Housing Authority
Assets	
Cash and cash equivalents	\$ 823,866
Receivable	40,572
Capital assets, net of accumulated depreciation	2,299,816
Total assets	<u>\$ 3,164,254</u>
Liabilities and net position	
Liabilities	
Accounts payable	\$ 63,933
Accrued liabilities	78,615
Noncurrent liabilities:	74,367
Total liabilities	<u>216,915</u>
Net position	
Net invested in capital assets	2,299,816
Unrestricted	647,523
Total net position	<u>2,947,339</u>
Total liabilities and net position	<u>\$ 3,164,254</u>

City of Olathe, Kansas
Combining Statement of Revenues, Expenses,
and Changes in Net Position
Discretely Presented Component Unit
For the Year Ended December 31, 2019

	Olathe Public Housing Authority
Operating revenues	
Charges for services	\$ 449,021
Intergovernmental	3,859,822
Total operating revenues	<u>4,308,843</u>
Operating expenses	
Community services	4,406,709
Total operating expenses	<u>4,406,709</u>
Operating (loss)	(97,866)
Nonoperating revenues	
Unrestricted investment earnings	1,164
Miscellaneous	41,412
Total nonoperating revenues	<u>42,576</u>
Change in net position	<u>(55,290)</u>
Net position - beginning of year	3,002,629
Net position - end of year	<u><u>\$ 2,947,339</u></u>

Statistical Section

City of Olathe, Kansas Statistical Section

This part of the City of Olathe's Comprehensive Annual Financial Report (CAFR) presents detailed information as a context for understanding what the information in the financial statements and note disclosures say about the City's overall financial health.

Contents

Exhibit

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

1 - 5

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue sources, sales tax and property tax.

6 - 12

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

13 - 17

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

18 - 19

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

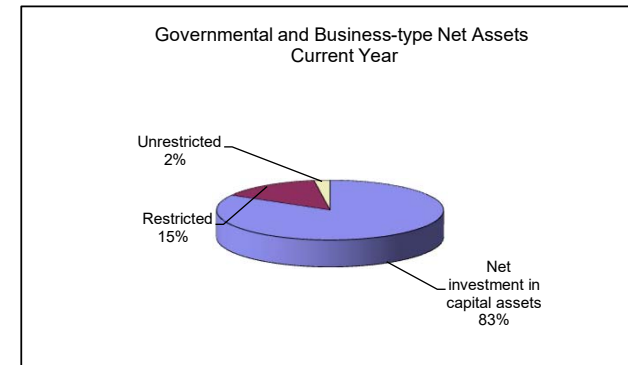
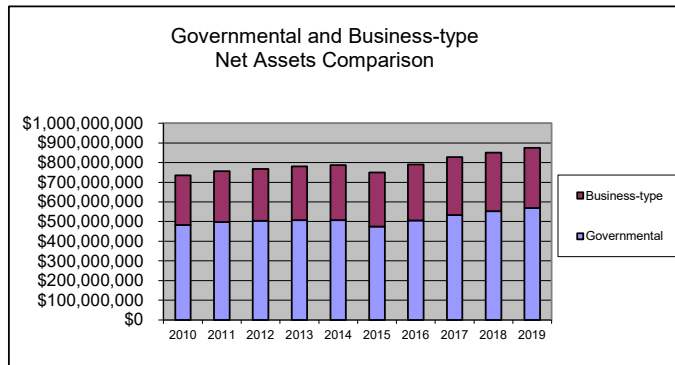
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Source: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.



City of Olathe, Kansas
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Governmental activities										
Net investment in capital assets	\$ 319,933,077	\$ 356,108,246	\$ 370,080,499	\$ 386,512,735	\$ 370,692,154	\$ 405,739,543	\$ 412,629,059	\$ 428,374,947	\$ 468,020,359	\$ 459,371,993
Restricted	88,033,948	83,662,819	73,089,869	66,146,861	57,503,742	56,702,281	81,324,117	78,369,300	116,031,761	69,937,182
Unrestricted	75,553,774	57,707,288	60,248,106	54,031,890	78,729,704	11,859,425	11,528,670	27,219,955	(30,891,241)	39,888,618
Total governmental activities net position	<u>\$ 483,520,799</u>	<u>\$ 497,478,353</u>	<u>\$ 503,418,474</u>	<u>\$ 506,691,486</u>	<u>\$ 506,925,600</u>	<u>\$ 474,301,249</u>	<u>\$ 505,481,846</u>	<u>\$ 533,964,202</u>	<u>\$ 553,160,879</u>	<u>\$ 569,197,793</u>
Business-type activities										
Net investment in capital assets	\$ 227,495,313	\$ 228,011,260	\$ 225,571,867	\$ 232,476,327	\$ 239,782,857	\$ 244,478,470	\$ 240,994,461	\$ 244,073,175	\$ 239,764,049	\$ 250,360,224
Restricted	7,096,586	6,961,829	8,526,843	7,973,798	8,313,028	9,928,840	10,041,625	6,196,232	7,018,082	8,015,333
Unrestricted	17,429,714	23,210,572	30,414,894	33,057,503	32,283,790	21,204,555	33,935,078	43,939,745	50,105,406	46,625,246
Total business-type activities net position	<u>\$ 252,021,613</u>	<u>\$ 258,183,661</u>	<u>\$ 264,513,604</u>	<u>\$ 273,507,628</u>	<u>\$ 280,379,675</u>	<u>\$ 275,611,865</u>	<u>\$ 284,971,164</u>	<u>\$ 294,209,152</u>	<u>\$ 296,887,537</u>	<u>\$ 305,000,803</u>
Primary government										
Net investment in capital assets	\$ 547,428,390	\$ 584,119,506	\$ 595,652,366	\$ 618,989,062	\$ 610,475,011	\$ 650,218,013	\$ 653,623,520	\$ 672,448,122	\$ 707,784,408	\$ 709,732,217
Restricted	95,130,534	90,624,648	81,616,712	74,120,659	65,816,770	66,631,121	91,365,742	84,565,532	123,049,843	77,952,515
Unrestricted	92,983,488	80,917,860	90,663,000	87,089,393	111,013,494	33,063,980	45,463,748	71,159,700	19,214,165	86,513,864
Total primary government activities net position	<u>\$ 735,542,412</u>	<u>\$ 755,662,014</u>	<u>\$ 767,932,078</u>	<u>\$ 780,199,114</u>	<u>\$ 787,305,275</u>	<u>\$ 749,913,114</u>	<u>\$ 790,453,010</u>	<u>\$ 828,173,354</u>	<u>\$ 850,048,416</u>	<u>\$ 874,198,596</u>



City of Olathe, Kansas
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Expenses										
Governmental activities:										
General government	\$ 22,633,081	\$ 22,104,286	\$ 21,758,241	\$ 22,936,723	\$ 22,648,134	\$ 22,935,349	\$ 29,698,687	\$ 30,659,017	\$ 31,670,765	\$ 33,634,434
Public safety	37,472,183	35,809,361	36,378,578	38,518,949	41,446,154	41,065,601	43,586,807	51,947,482	53,518,929	56,203,958
Public works	41,971,765	46,931,481	42,001,073	48,561,843	72,495,919	70,291,556	74,644,080	61,820,535	45,025,053	65,535,157
Community services	12,182,817	11,823,644	10,740,780	10,960,318	12,509,572	13,744,699	16,168,880	16,667,781	16,270,619	16,129,998
Interest on long-term debt	10,352,168	11,892,275	10,001,890	11,049,332	8,620,577	8,496,066	7,239,575	7,906,438	7,294,666	7,275,226
Total governmental activities	124,612,014	128,561,047	120,880,562	132,027,165	157,720,356	156,533,271	171,338,029	169,001,253	153,780,032	178,778,773
Business-type activities:										
Water and sewer	27,921,388	32,419,382	38,637,842	34,389,123	35,799,511	37,538,379	38,786,625	41,493,532	43,452,685	48,649,227
Solid waste	9,411,051	10,297,550	10,934,142	10,738,154	11,740,294	11,854,241	12,176,917	12,863,072	13,945,482	14,178,471
Total business-type activities	37,332,439	42,716,932	49,571,984	45,127,277	47,539,805	49,392,620	50,963,542	54,356,604	57,398,167	62,827,698
Total primary government expenses	\$ 161,944,453	\$ 171,277,979	\$ 170,452,546	\$ 177,154,442	\$ 205,260,161	\$ 205,925,891	\$ 222,301,571	\$ 223,357,857	\$ 211,178,199	\$ 241,606,471
Program Revenues										
Governmental activities:										
Charges for services										
General government	\$ 3,932,061	\$ 3,872,262	\$ 3,632,230	\$ 3,965,047	\$ 3,756,217	\$ 4,155,156	\$ 4,770,270	\$ 4,660,223	\$ 5,052,358	\$ 4,852,589
Public safety	3,845,049	4,129,741	4,557,513	4,523,774	4,537,798	4,315,123	4,191,244	3,091,130	3,512,133	3,607,841
Public works	4,403,430	4,664,605	6,536,730	5,688,762	7,772,860	7,558,545	8,064,710	9,472,541	10,731,989	8,752,953
Community services	1,744,871	2,114,043	2,300,397	2,380,047	3,709,630	4,780,084	5,524,930	5,994,725	5,902,968	6,135,471
Operating grants and contributions	2,183,878	2,331,708	2,110,344	2,277,453	2,338,420	2,642,863	2,798,886	2,691,260	2,548,814	3,212,795
Capital grants and contributions	37,416,271	25,256,895	12,379,269	20,204,382	21,906,462	27,214,326	47,057,319	38,451,050	17,409,373	24,823,201
Total governmental activities program revenue	53,525,560	42,369,254	31,516,483	39,039,465	44,021,387	50,666,097	72,407,359	64,360,929	45,157,635	51,384,850
Business-type activities:										
Charges for services										
Water and sewer	29,555,094	31,887,691	38,143,966	37,135,057	38,100,769	38,981,204	43,168,622	45,752,839	48,608,113	45,700,559
Solid waste	11,175,942	11,830,205	12,151,751	12,477,796	12,511,659	12,965,412	13,370,140	12,908,095	13,451,554	15,944,963
Capital grants and contributions	1,606,186	4,206,897	5,241,451	3,178,066	2,742,115	2,452,669	4,416,279	3,286,002	2,813,011	4,445,642
Total business-type activities program revenues	42,337,222	47,924,793	55,537,168	52,790,919	53,354,543	54,399,285	60,955,041	61,946,936	64,872,678	66,091,164
Total primary government program revenues	\$ 95,862,782	\$ 90,294,047	\$ 87,053,651	\$ 91,830,384	\$ 97,375,930	\$ 105,065,382	\$ 133,362,400	\$ 126,307,865	\$ 110,030,313	\$ 117,476,014
Net (expense)/revenue										
Governmental activities	\$ (71,086,454)	\$ (86,191,793)	\$ (89,364,079)	\$ (92,987,700)	\$ (113,698,969)	\$ (105,867,174)	\$ (98,930,670)	\$ (104,640,324)	\$ (108,622,397)	\$ (127,393,923)
Business-type activities	5,004,783	5,207,861	5,965,184	7,663,642	5,814,738	5,006,665	9,991,499	7,590,332	7,474,511	3,263,466
Total primary government net expense	\$ (66,081,671)	\$ (80,983,932)	\$ (83,398,895)	\$ (85,324,058)	\$ (107,884,231)	\$ (100,860,509)	\$ (88,939,171)	\$ (97,049,992)	\$ (101,147,886)	\$ (124,130,457)

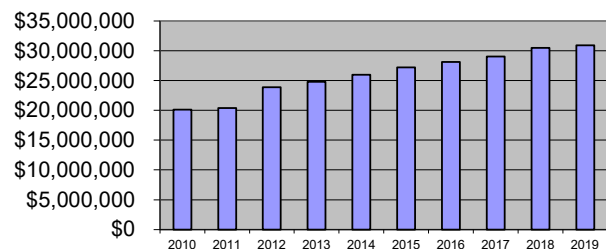
City of Olathe, Kansas
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
General revenues and other changes in net position										
Governmental activities:										
Taxes										
Property taxes	\$ 38,567,592	\$ 37,388,645	\$ 37,803,773	\$ 36,970,133	\$ 38,287,765	\$ 40,134,797	\$ 43,336,975	\$ 47,021,050	\$ 51,746,347	\$ 54,297,724
Sales taxes	37,673,077	41,925,494	43,562,332	44,683,816	55,535,354	59,758,735	64,602,806	68,351,904	70,529,222	69,958,462
Franchise taxes	9,264,850	9,676,295	9,857,257	10,683,439	11,346,571	11,134,962	11,503,470	11,629,244	12,009,645	11,638,652
Other taxes	838,247	879,012	1,015,736	1,333,354	1,260,272	1,462,228	1,714,373	2,026,799	1,784,961	1,798,487
Investment earnings	98,681	961,178	1,462,684	378,433	642,836	602,315	862,779	1,512,957	3,013,147	4,679,309
Miscellaneous	5,092,981	1,419,911	2,118,260	2,318,868	6,671,826	1,825,250	2,165,115	2,443,044	4,497,232	3,162,265
Transfers	63,263	544,935	823,525	(107,331)	188,459	2,376,172	2,251,686	137,682	3,441,360	(2,104,062)
Total governmental activities	91,598,691	92,795,470	96,643,567	96,260,712	113,933,083	117,294,459	126,437,204	133,122,680	147,021,914	143,430,837
Business-type activities:										
Investment earnings	(50,857)	178,500	382,636	119,081	230,865	183,741	291,045	477,905	861,184	1,323,989
Miscellaneous	510,375	1,320,622	1,148,332	1,103,970	1,014,903	1,108,050	1,328,441	1,307,433	1,341,098	1,421,749
Transfers	(63,263)	(544,935)	(823,525)	107,331	(188,459)	(2,376,172)	(2,251,686)	(137,682)	(3,441,360)	2,104,062
Total business-type activities	396,255	954,187	707,443	1,330,382	1,057,309	(1,084,381)	(632,200)	1,647,656	(1,239,078)	4,849,800
Total primary government	<u>\$ 91,994,946</u>	<u>\$ 93,749,657</u>	<u>\$ 97,351,010</u>	<u>\$ 97,591,094</u>	<u>\$ 114,990,392</u>	<u>\$ 116,210,078</u>	<u>\$ 125,805,004</u>	<u>\$ 134,770,336</u>	<u>\$ 145,782,836</u>	<u>\$ 148,280,637</u>
Change in Net Position										
Governmental activities	\$ 20,512,237	\$ 6,603,677	\$ 7,279,488	\$ 3,273,012	\$ 234,114	\$ 11,427,285	\$ 27,506,534	\$ 28,482,356	\$ 38,399,517	\$ 16,036,914
Business-type activities	5,401,038	6,162,048	6,672,627	8,994,024	6,872,047	3,922,284	9,359,299	9,237,988	6,235,433	8,113,266
Total primary government	<u>\$ 25,913,275</u>	<u>\$ 12,765,725</u>	<u>\$ 13,952,115</u>	<u>\$ 12,267,036</u>	<u>\$ 7,106,161</u>	<u>\$ 15,349,569</u>	<u>\$ 36,865,833</u>	<u>\$ 37,720,344</u>	<u>\$ 44,634,950</u>	<u>\$ 24,150,180</u>

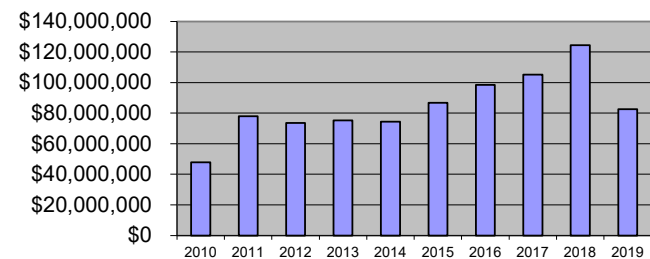
City of Olathe, Kansas
Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
General Fund										
Nonspendable	\$ 300,950	\$ 601,488	\$ 826,094	\$ 372,171	\$ 360,834	\$ 273,262	\$ 180,838	\$ 65,974	\$ 6,011	\$ 109,998
Assigned	1,803,838	604,793	423,495	691,195	575,716	308,646	408,916	313,803	367,726	152,861
Unassigned	17,999,342	19,204,392	22,614,927	23,714,931	25,029,566	26,653,214	27,547,843	28,660,751	30,139,831	30,662,381
Total general fund	<u>\$ 20,104,130</u>	<u>\$ 20,410,673</u>	<u>\$ 23,864,516</u>	<u>\$ 24,778,297</u>	<u>\$ 25,966,116</u>	<u>\$ 27,235,122</u>	<u>\$ 28,137,597</u>	<u>\$ 29,040,528</u>	<u>\$ 30,513,568</u>	<u>\$ 30,925,240</u>
All Other Governmental Funds										
Nonspendable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,704
Restricted	42,937,040	64,415,415	56,870,747	57,084,752	52,559,149	58,520,874	70,680,019	69,992,308	84,594,066	39,582,543
Committed	11,943,046	10,637,847	12,011,354	11,259,718	12,690,925	16,931,314	13,253,562	14,393,464	16,173,584	14,356,140
Assigned	1,150,000	3,092,000	4,919,000	6,868,058	9,059,939	11,339,204	14,427,463	20,686,346	23,670,824	28,520,468
Unassigned	(8,151,727)	(265,224)	(356,083)	-	-	-	-	-	-	-
Total all other governmental funds	<u>\$ 47,878,359</u>	<u>\$ 77,880,038</u>	<u>\$ 73,445,018</u>	<u>\$ 75,212,528</u>	<u>\$ 74,310,013</u>	<u>\$ 86,791,392</u>	<u>\$ 98,361,044</u>	<u>\$ 105,072,118</u>	<u>\$ 124,438,474</u>	<u>\$ 82,503,855</u>

General Fund Balance



All Other Governmental Funds

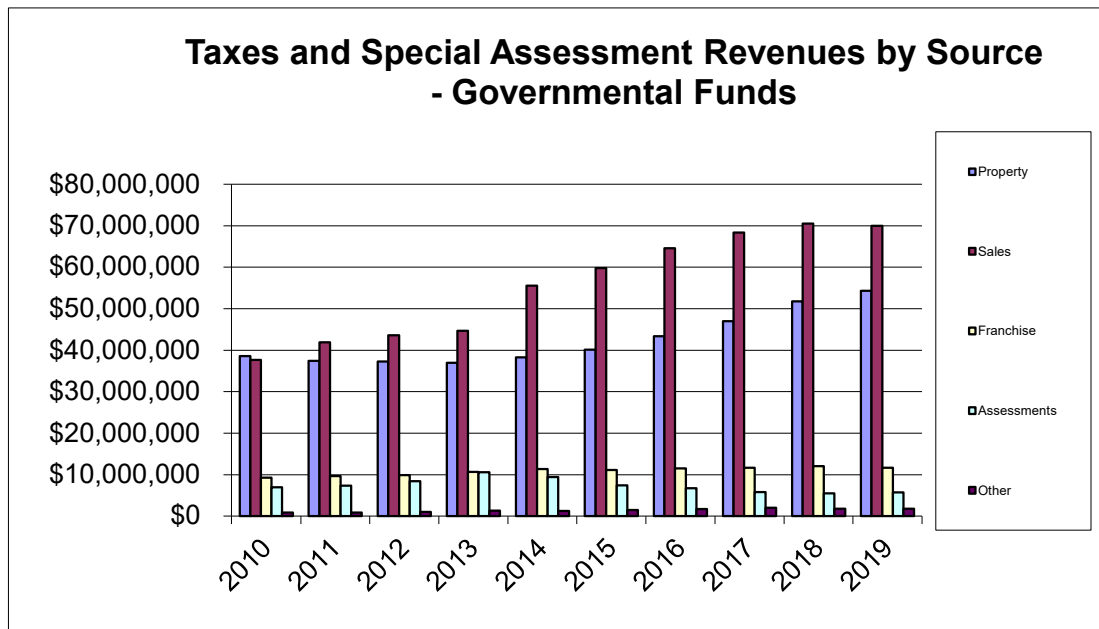


City of Olathe, Kansas
Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues										
Taxes and special assessments	\$ 93,278,764	\$ 97,186,011	\$ 100,151,808	\$ 104,216,196	\$ 115,878,933	\$ 119,895,961	\$ 127,903,146	\$ 134,793,488	\$ 141,523,573	\$ 143,388,176
Intergovernmental	20,449,434	10,649,241	8,537,462	11,434,840	14,914,113	12,389,145	12,987,653	21,602,721	17,841,802	14,634,776
Licenses and permits	813,254	801,090	1,292,246	1,219,515	1,462,444	2,054,140	2,221,597	2,311,842	2,858,757	2,568,592
Fines, forfeitures, and penalties	3,323,570	3,605,967	4,102,130	4,028,710	3,973,992	3,866,565	3,861,676	2,766,930	3,156,629	3,289,874
Charges for services	9,788,587	10,373,594	11,632,494	11,309,405	14,340,069	14,888,203	16,467,881	18,139,856	19,184,062	17,490,388
Use of money and property	106,061	897,601	1,450,621	332,055	569,071	549,290	793,780	1,422,000	2,647,564	4,296,722
Miscellaneous	2,652,214	1,327,317	1,594,024	2,984,067	6,479,238	1,846,859	1,572,393	1,942,028	4,201,766	1,939,180
Total revenues	130,411,884	124,840,821	128,760,785	135,524,788	157,617,860	155,490,163	165,808,126	182,978,865	191,414,153	187,607,708
Expenditures										
General government	21,383,165	21,003,812	20,364,416	21,332,265	21,094,027	22,375,960	28,554,144	28,267,167	30,304,050	31,876,684
Public safety	35,962,013	35,062,536	34,812,525	36,754,816	39,565,726	41,058,833	42,270,308	47,585,328	50,139,662	53,276,267
Public works	12,818,237	12,927,181	12,781,679	14,417,388	14,816,298	15,450,364	11,842,381	13,293,564	13,033,266	14,019,737
Community services	11,877,736	10,281,567	9,964,083	10,163,238	11,699,573	13,142,640	14,549,846	14,704,008	14,594,861	16,059,390
Development services	555,790	-	-	-	-	-	-	-	-	-
Capital improvements	41,708,828	19,185,356	17,731,294	45,828,161	57,620,792	44,172,182	56,384,322	59,411,140	69,670,738	84,023,479
Debt service										
Principal retirements	20,526,463	21,338,779	24,321,309	24,980,629	28,371,830	24,098,465	20,680,816	21,767,175	22,139,589	22,960,974
Interest and fiscal charges	10,681,749	12,308,753	10,282,122	9,026,964	9,185,557	8,718,545	8,008,626	8,770,981	8,412,845	8,870,375
Total expenditures	155,513,981	132,107,984	130,257,428	162,503,461	182,353,803	169,016,989	182,290,443	193,799,363	208,295,011	231,086,906
Excess of revenues over (under) expenditures	(25,102,097)	(7,267,163)	(1,496,643)	(26,978,673)	(24,735,943)	(13,526,826)	(16,482,317)	(10,820,498)	(16,880,858)	(43,479,198)
Other financing sources (uses)										
Issuance of bonds	53,148,000	28,100,000	3,170,000	22,165,000	22,220,000	11,695,000	17,883,673	12,700,000	34,170,000	14,204,654
Issuance of refunding bonds	-	8,835,000	3,335,000	5,165,000	4,260,000	8,290,000	13,180,000	16,235,000	-	10,094,579
Proceeds from capital leases	-	-	-	237,839	9,255	-	-	-	-	-
Payment to bond escrow agent	-	(2,590,000)	(7,245,028)	-	(3,200,000)	(2,450,000)	(9,605,000)	(13,800,000)	(3,920,000)	(24,710,000)
Premium on general obligation bonds	5,500,575	2,483,846	309,409	1,905,100	1,200,740	1,759,969	3,089,684	2,460,806	4,160,857	3,231,035
Insurance proceeds	-	-	-	-	-	-	539,359	164,173	-	664,211
Transfers in	16,794,058	23,594,270	25,703,478	25,842,153	27,924,819	35,612,943	40,602,770	41,339,554	46,291,981	46,218,324
Transfers out	(16,278,916)	(22,847,731)	(24,757,393)	(25,655,128)	(27,393,567)	(31,090,979)	(40,416,462)	(40,649,195)	(42,986,886)	(47,831,882)
Total other financing sources (uses)	59,163,717	37,575,385	515,466	29,659,964	25,021,247	23,816,933	25,274,024	18,450,338	37,715,952	1,870,921
Net change in fund balances	\$ 34,061,620	\$ 30,308,222	\$ (981,177)	\$ 2,681,291	\$ 285,304	\$ 10,290,107	\$ 8,791,707	\$ 7,629,840	\$ 20,835,094	\$ (41,608,277)
Debt service as a percentage of noncapital expenditures	28.4%	28.0%	30.4%	27.2%	24.5%	21.9%	18.1%	20.0%	21.8%	19.0%

City of Olathe, Kansas
Tax and Special Assessment Revenues by Source, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

Fiscal Year	Property	Sales	Franchise	Special Assessments	Other Taxes	Total
2010	\$ 38,567,592	\$ 37,673,077	\$ 9,264,850	\$ 6,934,998	\$ 838,247	\$ 93,278,764
2011	37,388,645	41,925,494	9,676,295	7,316,565	879,012	97,186,011
2012	37,273,386	43,562,332	9,857,257	8,443,097	1,015,736	100,151,808
2013	36,970,133	44,683,816	10,683,439	10,545,454	1,333,354	104,216,196
2014	38,287,765	55,529,354	11,346,571	9,448,971	1,260,272	115,872,933
2015	40,134,797	59,758,735	11,134,962	7,405,239	1,462,228	119,895,961
2016	43,336,975	64,602,806	11,503,470	6,745,522	1,714,373	127,903,146
2017	47,021,050	68,351,904	11,629,244	5,764,491	2,026,799	134,793,488
2018	51,746,347	70,529,222	12,009,645	5,453,398	1,784,961	141,523,573
2019	54,297,724	69,958,462	11,638,652	5,694,851	1,798,487	143,388,176
Change 2010 to 2019	40.79%	85.70%	25.62%	-17.88%	114.55%	53.72%



City of Olathe, Kansas
Taxable Sales by Category
City Sales Tax Only
Last Ten Fiscal Years

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Retail Trade										
(Big Box Retail, Grocery, Electronics)	\$ 13,319,118	\$ 14,372,193	\$ 14,838,908	\$ 15,434,172	\$ 17,474,368	\$ 21,654,523	\$ 22,314,004	\$ 23,255,377	\$ 23,454,605	\$ 22,631,281
Accommodation & Food Services										
(Hotel, Restaurant)	2,255,334	2,410,568	2,524,117	2,573,292	3,105,100	3,925,501	4,090,356	4,153,401	4,215,253	3,838,810
Utilities										
(Gas, Electric)	1,582,942	1,654,295	1,618,624	1,725,732	2,078,355	2,421,297	2,443,689	2,511,899	2,647,015	2,772,575
Information										
(Newsprint, Publishing)	1,174,579	1,212,359	1,273,169	1,283,752	1,605,851	1,966,346	1,624,835	1,595,511	1,637,132	1,296,756
Wholesale Trade										
(Wholesale Materials)	751,037	967,502	911,285	973,698	1,220,136	1,593,026	1,939,542	1,984,038	1,954,944	2,092,617
Manufacturing										
(Food, Beverage, Paper, Machinery)	532,486	565,698	637,218	611,627	811,627	967,271	983,735	948,760	929,794	760,624
Other Services										
(Auto Repair, Laundry)	646,856	694,384	663,561	674,440	824,551	1,047,467	1,111,621	1,129,824	1,147,384	1,477,371
Administrative, Support, Waste Management, & Remediation Services	168,043	191,600	191,995	200,444	229,120	287,092	319,937	382,946	419,703	417,450
Other	1,675,706	1,370,760	1,401,392	1,545,115	1,812,842	2,520,342	2,878,013	2,721,310	2,863,335	3,139,144
Total	<u>\$ 22,106,101</u>	<u>\$ 23,439,359</u>	<u>\$ 24,060,269</u>	<u>\$ 25,022,272</u>	<u>\$ 29,161,951</u>	<u>\$ 36,382,865</u>	<u>\$ 37,705,732</u>	<u>\$ 38,683,066</u>	<u>\$ 39,269,165</u>	<u>\$ 38,426,628</u>

Source: Kansas Department of Revenue

City of Olathe, Kansas
Direct and Overlapping Sales Tax Rates
Last Ten Fiscal Years
(modified accrual basis of accounting)

Fiscal Year	City			Johnson County						State of Kansas (1)	Total
	General	Parks (2)	Streets (5)	General	Public Safety	Stormwater	Public Safety Capital (3)	Education Research Triangle (4)	Public Safety Courthouse (6)		
2010	1.000%	0.125%	-	0.500%	0.250%	0.100%	0.250%	0.125%	-	6.300%	8.650%
2011	1.000%	0.125%	-	0.500%	0.250%	0.100%	0.250%	0.125%	-	6.300%	8.650%
2012	1.000%	0.125%	-	0.500%	0.250%	0.100%	0.250%	0.125%	-	6.300%	8.650%
2013	1.000%	0.125%	-	0.500%	0.250%	0.100%	0.250%	0.125%	-	6.150%	8.500%
2014	1.000%	0.125%	0.375%	0.500%	0.250%	0.100%	0.250%	0.125%	-	6.150%	8.875%
2015	1.000%	0.125%	0.375%	0.500%	0.250%	0.100%	0.250%	0.125%	-	6.500%	9.225%
2016	1.000%	0.125%	0.375%	0.500%	0.250%	0.100%	0.250%	0.125%	-	6.500%	9.225%
2017	1.000%	0.125%	0.375%	0.500%	0.250%	0.100%	0.250%	0.125%	0.250%	6.500%	9.475%
2018	1.000%	0.125%	0.375%	0.500%	0.250%	0.100%	0.250%	0.125%	0.250%	6.500%	9.475%
2019	1.000%	0.125%	0.375%	0.500%	0.250%	0.100%	0.250%	0.125%	0.250%	6.500%	9.475%

Source: Kansas Department of Revenue

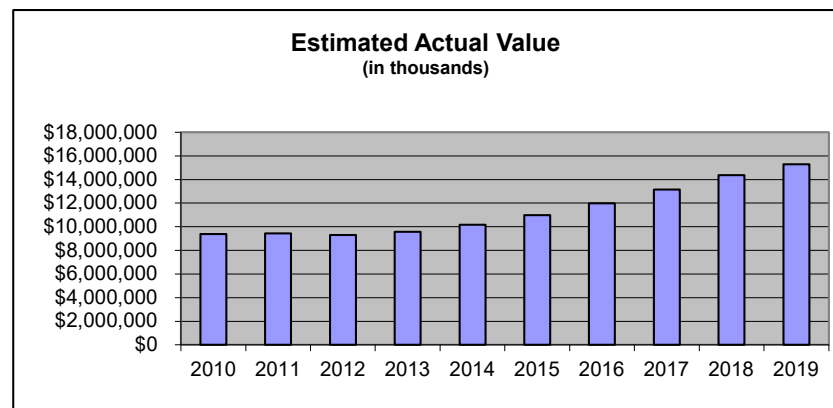
- (1) The State of Kansas increased its sales tax rate effective July 2010 and then decreased its sales tax rate effective July 2013. The State then increased its sales tax rate effective July 2015.
- (2) The citizens of Olathe approved an 1/8% sales tax for various park projects. The tax was in effect from April 2000 through March 2005. The citizens of Olathe approved an extension of this tax until March 2015. Citizens approved a second extension of this tax until March 2025.
- (3) The citizens of Johnson County approved an 1/4% sales tax for public safety capital and operations. The tax was in effect starting in January 2009.
- (4) The citizens of Johnson County approved an 1/8% sales tax for the education research triangle. The tax was in effect starting in January 2009.
- (5) The citizens of Olathe approved an 3/8% sales tax for street maintenance for 10 years. The tax was in effect starting in April 2014.
- (6) The citizens of Johnson County approved an 1/4% sales tax for public safety for a new courthouse. The tax was in effect starting in April 2017.

City of Olathe, Kansas
Assessed and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(in thousands of dollars)

Collection Year	Real Property	Utilities	Personal Property	Total Assessed Value	Estimated Actual Value (1)	Total Direct Tax Rate
2010	\$ 1,185,808	\$ 33,997	\$ 37,727	\$ 1,257,532	\$ 9,382,174	24.840
2011	1,195,322	35,716	33,254	1,264,292	9,443,015	24.924
2012	1,177,481	37,426	31,526	1,246,433	9,304,378	24.794
2013	1,212,161	38,311	28,765	1,279,238	9,562,962	24.818
2014	1,293,678	38,898	21,385	1,353,961	10,162,389	24.701
2015	1,400,333	40,813	19,349	1,460,496	10,980,846	24.688
2016	1,530,644	41,951	17,996	1,590,590	11,981,493	24.708
2017	1,682,451	42,752	16,293	1,741,496	13,145,013	24.700
2018	1,840,101	45,350	15,802	1,901,252	14,364,117	24.406
2019	1,960,326	47,328	15,287	2,022,942	15,293,254	24.397

Source: Johnson County Appraiser

- (1) Residential real estate is assessed at 11.5% of its fair market value. Commercial property is assessed at 25% of its fair market value. All other property is assessed at rates between 12% and 33% of its fair market value.



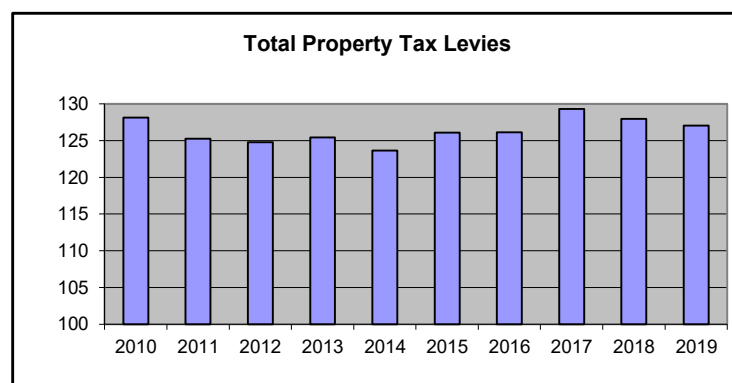
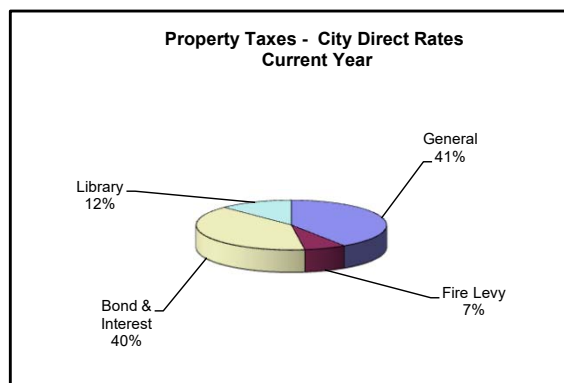
City of Olathe, Kansas
Property Tax Rates
Direct and Overlapping Governments
Last Ten Fiscal Years

City Direct Rates						Overlapping Rates (1)					
Year	General	Fire Levy	Bond and Interest	Library	Total	State	County	Community College	County Park	Olathe Schools	Total
2010	9.270	1.703	11.100	2.767	24.840	1.500	17.748	8.799	2.350	72.917	128.154
2011	9.050	1.710	11.388	2.776	24.924	1.500	17.700	8.872	2.343	69.924	125.263
2012	9.003	1.702	11.328	2.761	24.794	1.500	17.717	8.785	2.344	69.618	124.758
2013	9.010	1.705	11.337	2.766	24.818	1.500	17.745	9.551	2.347	69.486	125.447
2014	8.871	1.709	11.351	2.770	24.701	1.500	17.764	9.461	2.349	67.868	123.643
2015	8.866	1.710	11.345	2.767	24.688	1.500	19.582	9.469	3.101	67.764	126.104
2016	10.874	1.713	9.352	2.769	24.708	1.500	19.590	9.473	3.102	67.774	126.147
2017	10.193	1.730	9.979	2.798	24.700	1.500	19.318	9.503	3.112	71.174	129.307
2018	9.925	1.727	9.711	3.043	24.406	1.500	19.024	9.266	3.088	70.665	127.949
2019	9.921	1.727	9.707	3.042	24.397	1.500	19.036	9.121	3.090	69.878	127.022

Per \$1,000 of Assessed Valuation

Source: Johnson County

(1) Overlapping rates are those of local, county, and state governments that apply to property owners within the City of Olathe. Not all overlapping rates apply to all property owners.



**City of Olathe, Kansas
Principal Property Tax Payers
Current Year and Nine Years Ago**

Taxpayer Name	Type of Property	2019			2010		
		Total Assessed Value (1)	Rank	Percentage of Total Assessed Valuation	Total Assessed Value (1)	Rank	Percentage of Total Assessed Valuation
GARMIN International	Manufacturing	\$ 25,904,543	1	1.28%	\$ -		
JDM III SF Kansas City DC LLC	Information Processing	15,025,451	2	0.74%			
HOA Hotels Kansas LLC	Hotel	13,185,501	3	0.65%			
US Bank	Information Processing	10,162,803	4	0.50%			
Wal-Mart	Retail	10,086,827	5	0.50%	4,393,250	10	0.33%
G&I X Industrial KS LLC	Warehouse	10,059,247	6	0.50%			
Northridge 07A, LLC	Retail	9,203,969	7	0.45%	7,512,245	5	0.56%
Homestead Apartment Homes	Apartments	8,232,771	8	0.41%	4,741,795	8	0.36%
Aldi Inc	Retail	7,944,064	9	0.39%			
Foodbrands America Inc.	Manufacturing	7,704,500	10	0.38%			
Honeywell (Bendix/King)	Aircraft Communication	-			7,751,908	4	0.58%
KCPL	Utility				10,342,767	1	0.78%
Passco Olathe Station	Retail				7,875,141	3	0.59%
Atmos Energy	Utility				8,525,218	2	0.64%
Southwestern Bell Telephone	Utility				6,393,738	6	0.48%
Arciterra Olathe Pointe	Retail				5,112,250	7	0.38%
FLIK, Inc	Commercial				4,642,270	9	0.35%
		<u>\$ 117,509,676</u>		<u>5.81%</u>	<u>\$ 67,290,582</u>		<u>5.05%</u>

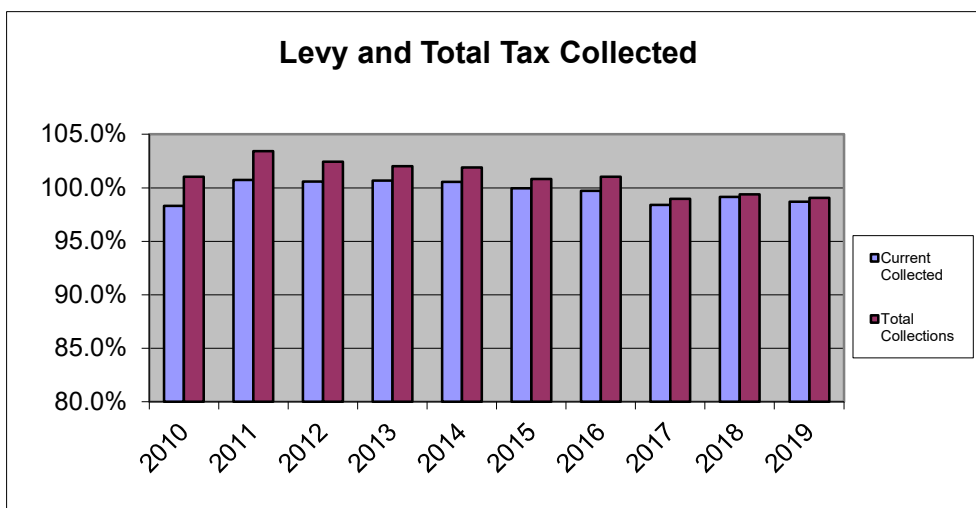
(1) Source: Real estate and personal property valuation from Johnson County Appraiser's Office; utility valuation from Johnson County Clerk's Office.

City of Olathe, Kansas
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Total Levy (2)	Current Tax Collection	Percent of Levy Collected	Delinquent Tax Collections (1)	Total Tax Collections	Total Collections as Percent of Current Levy
2010	\$ 33,133,648	\$ 32,574,869	98.3%	\$ 901,988	\$ 33,476,857	101.0%
2011	31,258,771	31,489,083	100.7%	840,702	32,329,785	103.4%
2012	31,508,143	31,690,293	100.6%	582,840	32,273,133	102.4%
2013	30,902,949	31,116,334	100.7%	409,831	31,526,165	102.0%
2014	31,749,238	31,927,827	100.6%	425,649	32,353,476	101.9%
2015	33,439,317	33,426,577	100.0%	288,910	33,715,487	100.8%
2016	36,056,353	35,952,604	99.7%	473,432	36,426,036	101.0%
2017	39,304,956	38,673,924	98.4%	224,940	38,898,864	99.0%
2018	43,012,242	42,651,555	99.2%	96,486	42,748,041	99.4%
2019	46,401,800	45,806,541	98.7%	159,453	45,965,994	99.1%

Source: Johnson County Appraiser

- (1) Outstanding delinquent taxes are collected by Johnson County. County Treasurer's records do not provide a determination of delinquent outstanding taxes by year, therefore, it is possible for the total collections as a percent of current levy to be greater than 100%.
- (2) The total levy is the original levy and does not include discoveries or abatements.

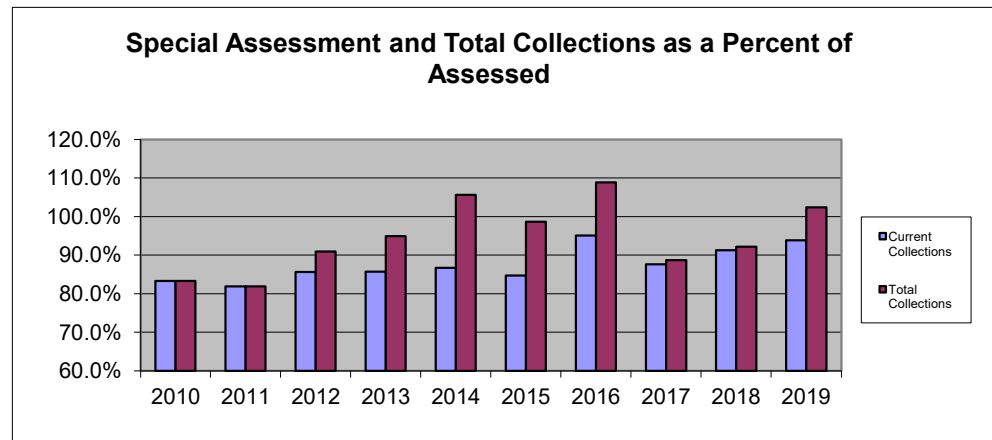


City of Olathe, Kansas
Special Assessment Collections
Last Ten Fiscal Years

Collection Year	Assessment Levy	Current Collections (1)	Percent of Levy Collected	Delinquent Collections	Current and Delinquent Collection	Percent of Levy Collected	Prepaid Assessment	Total Collections
2010	\$ 7,275,093	\$ 6,061,429	83.3%	\$ -	\$ 6,061,429	83.3%	\$ 266	\$ 6,061,695
2011	8,782,929	7,191,882	81.9%	2,797	7,194,679	81.9%	-	7,194,679
2012	9,887,997	8,464,087	85.6%	531,059	8,995,146	91.0%	14	8,995,160
2013	9,301,654	7,976,297	85.8%	854,213	8,830,510	94.9%	-	8,830,510
2014	8,944,804	7,753,386	86.7%	1,695,585	9,448,971	105.6%	-	9,448,971
2015	7,338,642	6,217,583	84.7%	1,025,219	7,242,802	98.7%	-	7,242,802
2016	6,664,058	6,333,943	95.0%	920,576	7,254,519	108.9%	-	7,254,519
2017	6,301,761	5,521,284	87.6%	67,744	5,589,028	88.7%	175,463	5,764,491
2018	6,051,367	5,524,676	91.3%	52,989	5,577,665	92.2%	138,383	5,716,048
2019	5,664,203	5,314,454	93.8%	484,767	5,799,221	102.4%	-	5,799,221

Source: Johnson County

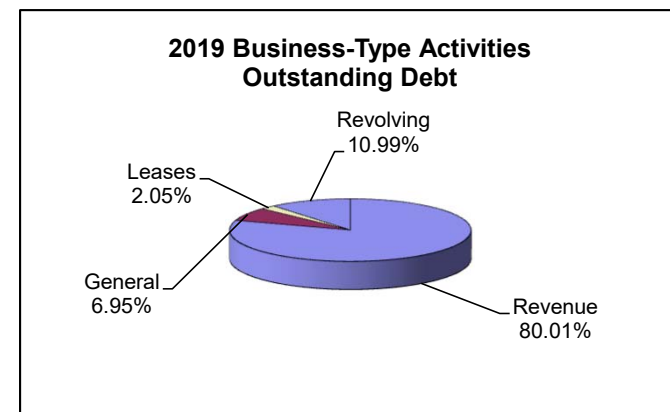
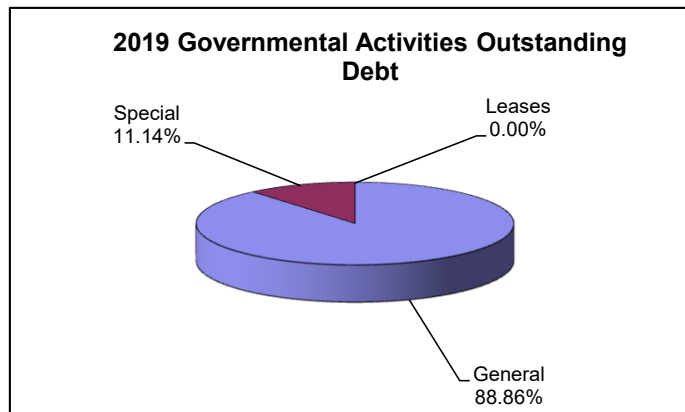
(1) Collections include interest.



City of Olathe, Kansas
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

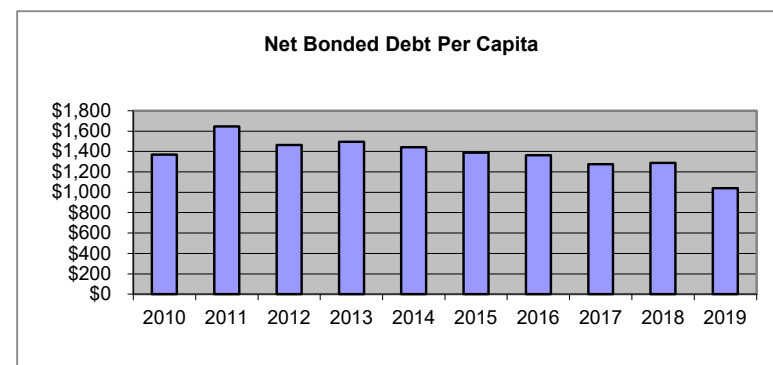
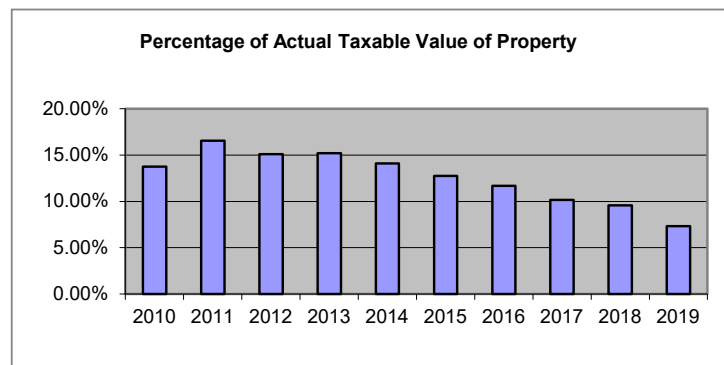
Fiscal Year	Governmental Activities			Business-type Activities			Total Primary Government	Percentage of Personal Income (1)	Per Capita
	General Obligation Bonds	Special Obligation Bonds	Capital Leases	Revenue Bonds	General Obligation Bonds	State Revolving Loan			
2010	\$ 202,119,767	\$ 41,325,000	\$ 62,973	\$ 55,395,000	\$ -	\$ 43,146,756	\$ 355,453,520	1.5%	\$ 2,817
2011	217,958,574	40,377,193	-	55,649,010	17,510,000	24,287,018	368,673,411	1.4%	2,898
2012	194,760,707	38,782,331	342,842	63,339,650	16,960,000	23,560,461	349,302,576	1.6%	2,717
2013	201,346,499	35,653,366	520,070	61,003,683	15,880,000	22,526,925	347,276,365	1.7%	2,670
2014	198,103,868	34,055,952	420,696	58,740,557	14,745,000	21,014,983	336,235,570	1.8%	2,539
2015	193,986,805	32,408,327	304,857	75,907,189	13,585,000	19,463,078	343,627,073	1.8%	2,560
2016	198,534,607	30,699,594	87,774	72,706,973	12,405,000	17,754,002	338,909,810	1.8%	2,485
2017	195,446,767	28,091,571	3,622	79,531,354	11,195,000	16,361,106	336,061,983	2.0%	2,419
2018	209,076,614	24,754,653	951	87,987,835	9,945,000	15,000,389	350,794,510	2.0%	2,486
2019	185,067,576	23,209,629	-	99,536,787	8,650,000	13,674,379	332,687,869	2.2%	2,330

(1) For personal income and population data, see exhibit 18



City of Olathe, Kansas
Ratios of Net General Bonded Debt Outstanding
Last Ten Fiscal Years

Fiscal Year	General Obligation Debt	Reserved for Debt Service	Net General Obligation Debt	Assessed Valuation	Percentage of Actual Taxable Value of Property	Population	Per Capita
2010	\$ 202,119,767	\$ 29,180,689	\$ 172,939,078	\$ 1,257,532,000	13.75%	126,162	\$ 1,371
2011	235,468,574	26,083,374	209,385,200	1,264,292,000	16.56%	127,211	1,646
2012	211,720,707	23,518,301	188,202,406	1,246,433,000	15.10%	128,563	1,464
2013	217,226,499	22,881,695	194,344,804	1,279,238,000	15.19%	130,055	1,494
2014	212,848,868	21,929,118	190,919,750	1,353,961,000	14.10%	132,437	1,442
2015	207,571,805	21,369,827	186,201,978	1,460,496,000	12.75%	134,231	1,387
2016	210,939,607	25,212,558	185,727,049	1,590,590,000	11.68%	136,394	1,362
2017	206,641,767	29,519,397	177,122,370	1,741,496,000	10.17%	138,922	1,275
2018	219,021,614	37,274,363	181,747,251	1,901,252,000	9.56%	141,116	1,288
2019	193,717,576	45,262,320	148,455,256	2,022,942,000	7.34%	142,767	1,040



City of Olathe, Kansas
Direct and Overlapping Governmental Activities Debt
December 31, 2019

Taxing Unit	Net Debt to Nearest Date	Percentage Applicable to the City of Olathe	Estimated Share
Johnson County	\$ 338,820,000	18.22%	\$ 61,733,004
Johnson County Park and Recreation	3,625,000	18.22%	660,475
Johnson County Community College	3,770,000	18.22%	686,894
U.S.D. No. 229	417,470,000	3.07%	12,816,329
U.S.D. No. 230	225,185,000	37.97%	85,502,745
U.S.D. No. 231	139,215,000	0.89%	1,239,014
U.S.D. No. 232	148,125,000	2.10%	3,110,625
U.S.D. No. 233	527,504,247	70.30%	370,835,486
Johnson County Fire District #2	2,580,000	19.50%	503,100
Total estimated overlapping debt			<u>537,087,671</u>
City of Olathe's direct debt			211,337,109
Total direct and overlapping debt			<u><u>\$ 748,424,780</u></u>

Source: Johnson County

Note: Overlapping governments are those that coincide, at least in part, with the geographic of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Olathe. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

All Johnson County Taxing Units' debt is as of September 1, 2019. All other districts' debt is as of June 30, 2019

City of Olathe, Kansas
Legal Debt Margin Information
Last Ten Fiscal Years

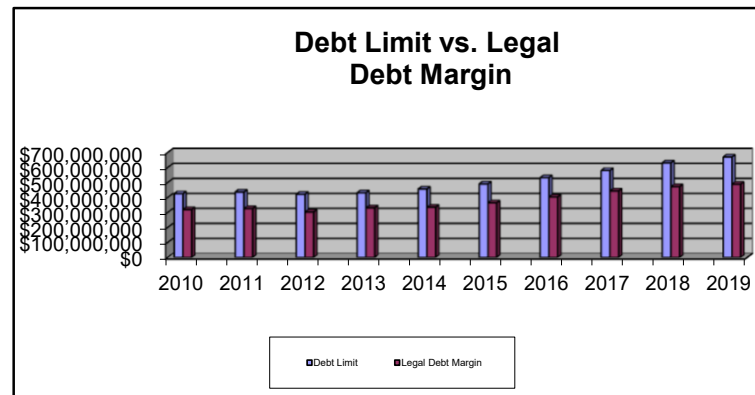
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Debt limit	\$ 424,508,108	\$ 435,849,362	\$ 420,451,375	\$ 430,956,078	\$ 455,980,038	\$ 490,122,542	\$ 531,685,602	\$ 579,500,865	\$ 630,366,375	\$ 669,510,564
Total net debt applicable to limit	105,954,026	110,502,276	117,628,663	100,536,250	121,451,182	126,719,078	129,097,192	136,166,161	158,746,899	181,513,450
Legal debt margin	<u>\$ 318,554,082</u>	<u>\$ 325,347,086</u>	<u>\$ 302,822,712</u>	<u>\$ 330,419,828</u>	<u>\$ 334,528,856</u>	<u>\$ 363,403,464</u>	<u>\$ 402,588,410</u>	<u>\$ 443,334,704</u>	<u>\$ 471,619,476</u>	<u>\$ 487,997,114</u>
Total net debt applicable to the limit as a percentage of debt limit	24.96%	25.35%	27.98%	23.33%	26.64%	25.85%	24.28%	23.50%	25.18%	27.11%

Legal Debt Margin Calculation for Fiscal Year 2019

Assessed valuation	\$ 2,231,701,879
Legal debt limit (1)	669,510,564
Debt applicable to limit	
General obligation bonds	173,795,000
Temporary notes	53,955,000
Total general obligation debt outstanding	227,750,000
Less exempt capital projects (2)	46,236,550
Debt margin	<u>\$ 487,997,114</u>

(1) Represents the valuation arrived at by using a formula as required by K.S.A. 79-5037. Debt limit is currently set at 30%.

(2) Represents the debt associated with projects exempt from debt limit calculation in accordance with K.S.A. 10-309.



City of Olathe, Kansas
Pledged Revenue Coverage
Last Ten Fiscal Years

Water & Sewer Revenue Bonds						
Fiscal Year	Revenues	Current Expenses (1)	Net Revenue Available for Debt Service	Principal Requirement	Interest Requirement	Coverage (3)
2010	\$ 30,065,468	\$ 21,404,000	\$ 8,661,468	\$ 525,000	\$ 285,425	10.69
2011	32,912,000	21,508,858	11,403,142	635,000	1,746,982	4.79
2012	39,653,439	28,134,894	11,518,545	1,710,000	2,562,750	2.70
2013	38,349,614	23,871,194	14,478,420	2,230,000	2,783,709	2.89
2014	39,327,067	24,801,732	14,525,335	2,165,000	2,789,113	2.93
2015	40,519,753	26,710,875	13,808,878	2,205,000	2,707,312	2.81
2016	44,771,642	27,342,877	17,428,765	3,065,000	3,253,529	2.76
2017	47,441,300	29,913,182	17,528,118	4,500,000	3,400,661	2.22
2018	50,659,278	31,706,303	18,952,975	3,400,000	3,698,015	2.67
2019	48,206,445	37,317,966	10,888,479	3,845,000	3,960,837	1.39

Special Obligation Bonds and Developers' Agreements (2)					
Fiscal Year	Revenues	Principal Requirement	Interest Requirement	Developers' Agreement	Coverage
2010	\$ 3,572,247	\$ 1,255,000	\$ 2,226,502	\$ 1,449,174	0.72
2011	3,732,892	1,230,000	2,160,478	874,099	0.88
2012	3,757,245	1,594,862	1,110,888	393,992	1.21
2013	3,965,586	3,128,965	1,086,367	943,425	0.77
2014	4,013,561	1,597,414	1,017,481	960,974	1.12
2015	4,415,841	1,647,626	998,084	1,177,222	1.16
2016	5,477,980	1,708,733	972,027	1,317,683	1.37
2017	6,326,642	2,608,023	977,560	3,048,153	0.95
2018	7,321,032	3,336,918	866,630	3,758,742	0.92
2019	7,052,725	1,545,024	733,876	3,467,661	1.23

(1) Current expenses do not include bad debt expense, depreciation, or amortization.

(2) The City is only obligated for the amounts of incremental taxes received attributable to the project. Any deficiencies are the responsibility of the redeveloper.

(3) Debt has been scheduled for small principal amounts due in 2010 which leads to a high coverage amount in that year.

City of Olathe, Kansas
Demographic and Economic Statistics
Last Ten Fiscal Years

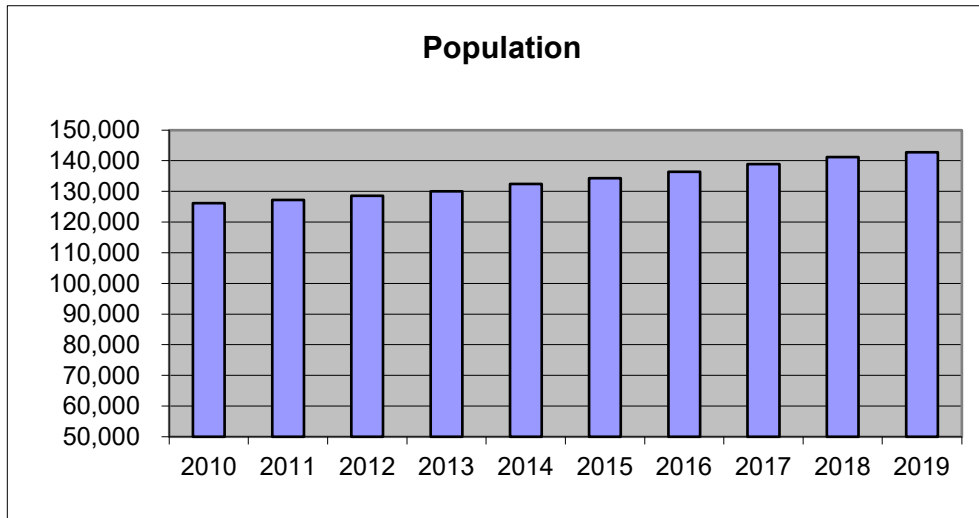
Fiscal Year	Population (3)	Personal Income (2)*	Per Capita Personal Income	Unemployment Rates (1)
2010	126,162	\$ 6,665,351	\$ 52,832	6.1%
2011	127,211	6,635,258	52,832	5.3%
2012	128,563	7,270,238	56,550	5.3%
2013	130,055	7,741,384	59,524	4.1%
2014	132,437	7,955,489	60,070	3.2%
2015	134,231	8,322,972	62,005	2.8%
2016	136,394	8,322,993	61,483	2.9%
2017	138,922	8,385,912	66,063	2.4%
2018	141,116	9,177,604	69,977	2.5%
2019	142,767	9,874,874	74,108	2.2%

* In thousands of dollars

(1) Source: Kansas Department of Labor

(2) Source: Derived from the personal income from Johnson County provided in the U.S. Department of Commerce Bureau of Economic Analysis

(3) Source: City of Olathe Planning Division



City of Olathe, Kansas
Principal Employers
Current Year and Nine Years Ago

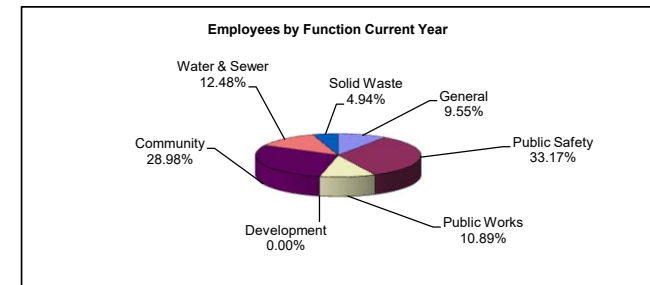
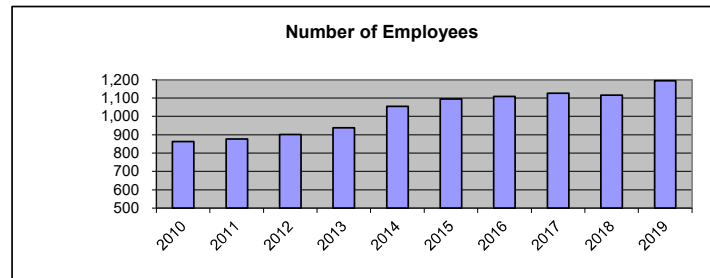
Largest Employers	2019			2010		
	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Company						
Olathe Unified School District	4,500	1	3.15%	2,000	3	1.60%
GARMIN International	4,000	2	2.80%	2,900	2	2.32%
Olathe Medical Center	2,500	3	1.75%	1,700	5	1.36%
Farmers Insurance	2,315	4	1.62%	3,000	1	2.40%
Johnson County	2,000	5	1.40%	2,000	3	1.60%
City of Olathe	950	6	0.67%	850	9	0.70%
Honeywell (Bendix/King)	850	7	0.60%	990	7	0.79%
TransAm Trucking	800	8	0.56%	1,000	6	0.80%
AIG	600	9	0.42%	-		
FAA	600	9	0.42%	-		
Convergys				950	8	0.76%
Sysco Foods of Kansas City				790	10	0.62%
Totals	<u>19,115</u>		<u>13.39%</u>	<u>16,180</u>		<u>12.95%</u>

Source: Olathe Chamber of Commerce

City of Olathe, Kansas
City Government Employees by Function/Program
Last Ten Fiscal Years

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Governmental										
General government	99	97	113	105	119	120	129	119	113	114
Public safety	324	330	333	341	348	348	347	374	379	396
Public works	121	118	128	134	126	134	135	128	140	130
Development services	11	11	7	-	-	-	-	-	-	-
Community services	129	137	139	162	280	307	308	291	275	346
Business-Type										
Water & Sewer	123	129	123	134	123	125	129	152	150	149
Solid Waste	56	55	58	61	59	60	60	62	59	59
Totals	863	877	901	937	1,055	1,094	1,108	1,126	1,116	1,343

Source: City's Payroll System



City of Olathe, Kansas
Operating Indicators by Function/Program
Last Ten Fiscal Years

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Public safety										
<i>Police</i>										
Violent Crime Rate per 1,000 residents	1.94%	1.83%	1.51%	1.53%	1.46%	1.20%	1.43%	1.48%	1.91%	2.57%
Property Crime Rate per 1,000 residents	18.38%	17.97%	19.02%	17.33%	16.29%	16.21%	16.84%	15.48%	15.54%	15.23%
Average calls for service per FTE - first responder	360	351	347	353	345	354	369	367	371	370
<i>Fire</i>										
Code 1 Emergencies response within 5 minutes	56%	66%	57%	58%	51%	60%	53%	59%	61%	62%
Fire Confined to Object or Room of Origin	76%	73%	58%	74%	87%	73%	76%	73%	79%	81%
Public works										
<i>Governmental activities</i>										
Maintenance of City Streets - Satisfactory or above	72.00%	74.00%	76.00%	70.00%	74.00%	69.00%	74.12%	75.72%	74.95%	75.44%
Major Street Snow Removal - Satisfactory or above	83.00%	79.00%	84.00%	84.00%	85.00%	86.88%	84.94%	85.52%	86.04%	88.28%
Residential Streets Snow Removal - Satisfactory or above	56.00%	66.00%	63.00%	59.00%	61.00%	64.33%	66.80%	70.23%	70.64%	75.00%
Maintenance of Sidewalks - Satisfactory or above	65.00%	67.00%	62.00%	55.00%	61.00%	60.00%	57.20%	61.34%	60.00%	65.01%
<i>Business-type activities</i>										
<i>Water and sewer</i>										
Time water meets regulatory standards	100.00%	99.98%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Time wastewater meets effluent limits	99.98%	99.98%	99.97%	100.00%	99.96%	99.86%	99.95%	100.00%	99.98%	100.00%
<i>Solid waste</i>										
Tonnage diverted	34.45%	36.70%	37.67%	38.29%	41.10%	43.88%	44.60%	45.27%	40.03%	42.42%
Community services										
Respondents indicating needs are completely met by existing outdoor parks	81.00%	84.00%	85.00%	89.00%	90.00%	88.00%	92.32%	91.88%	91.00%	93.45%
Respondents indicating needs are completely met by existing outdoor athletic fields	85.00%	81.00%	80.00%	81.00%	81.00%	89.00%	83.54%	82.19%	80.75%	84.05%
Respondents indicating needs are completely met by existing indoor gymnasium	70.00%	68.00%	59.00%	65.00%	75.00%	92.00%	82.03%	80.97%	84.00%	82.73%

Source: Various City Departments and the annual Direction Finder Survey.

City of Olathe, Kansas
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Public safety										
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol units	56	56	56	58	58	58	58	58	58	60
Fire stations	7	7	7	7	7	7	7	7	7	7
Public works										
Governmental activities										
Streets (miles)	1,237	1,237	1,237	1,256	1,256	1,256	1,275	1,275	1,275	1,306
Business-type activities										
Water and sewer										
Water mains (miles)	578	578	578	590	590	590	600	600	600	600
Acre wellfield	95	95	95	95	95	95	95	95	95	95
Sanitary sewers (miles)	428	428	428	410	410	410	439	449	449	449
Solid waste										
Collection trucks	43	43	43	43	43	43	43	43	43	43
Community services										
Acreage	1,559	1,559	1,559	1,559	1,559	1,559	1,559	1,559	1,559	1,559
Parks	45	43	43	45	45	45	45	45	45	45
Swimming Pools	4	4	4	4	4	5	5	5	5	5
Trails (miles)	30.5	30.5	30.5	31	31	31	33	33	32	58

Source: Various city departments

Note: No capital asset indicators are available for the general government or development services functions.

City of Olathe, Kansas
Water and Sewer Information
Last Ten Fiscal Years

Number of Customers

The following table lists the approximate number of customers of the System for the last ten fiscal years.

<u>Year</u>	<u>Water Customers</u>	<u>Sewer Customers</u>
2010	34,249	28,260
2011	34,401	28,398
2012	34,570	28,679
2013	34,860	29,004
2014	35,090	29,303
2015	35,323	29,633
2016	35,559	29,891
2017	35,879	30,262
2018	36,120	30,602
2019	36,600	30,830

Water Production Requirements

The following table indicates historical water production requirements and comparison to the previous year.

<u>Year</u>	<u>Average Daily Demand</u>		<u>Annual Demand</u>	
	<u>Gallons (in millions)</u>	<u>Percent Change</u>	<u>Gallons (in millions)</u>	<u>Percent Change</u>
2010	12.87	11.1%	4,705.99	10.6%
2011	13.50	4.9%	4,935.35	4.9%
2012	16.15	19.6%	5,918.72	19.9%
2013	13.64	-15.5%	4,976.95	-15.9%
2014	12.14	-11.0%	4,419.31	-11.2%
2015	11.30	-6.9%	3,634.00	-17.8%
2016	12.60	11.5%	4,585.00	26.2%
2017	11.82	-6.2%	4,304.00	-6.1%
2018	12.92	9.3%	4,717.27	9.6%
2019	11.75	-9.1%	4,289.66	-9.1%

City of Olathe, Kansas
Water and Sewer Information
Last Ten Fiscal Years

Sewage Treatment Requirements

The following table indicates historical sewage treatment requirements of the City, but does not include that portion of the City that is served by the Johnson County Unified Wastewater District.

<u>Year</u>	<u>Average Daily Flow</u>		<u>Annual Demand</u>	
	<u>Gallons (in millions)</u>	<u>Percent Change</u>	<u>Gallons (in millions)</u>	<u>Percent Change</u>
2010	6.63	8.9%	2,441	9.0%
2011	6.26	-5.6%	2,186	-10.4%
2012	5.54	-11.5%	2,034	-7.0%
2013	5.74	3.6%	2,105	3.5%
2014	5.11	-11.0%	1,893	-10.1%
2015	6.28	22.9%	2,298	21.4%
2016	5.95	-5.3%	2,186	-4.9%
2017	5.60	-5.9%	2,044	-6.5%
2018	5.15	-8.0%	1,899	-7.1%
2019	6.88	33.6%	2,535	33.5%

Water and Sewer Peak Daily Demand

The following table indicates the peak daily demand of the water system and the maximum daily flow for the sewage treatment system for each of the last ten years.

<u>Year</u>	<u>Water System Peak Daily Demand (millions of gallons)</u>	<u>Sewage System Maximum Daily Flow (millions of gallons)</u>
2010	25.50	29.52
2011	25.89	14.66
2012	28.09	23.67
2013	28.57	18.21
2014	24.12	18.08
2015	19.30	25.76
2016	24.68	31.28
2017	21.50	28.54
2018	25.26	35.20
2019	22.50	36.34

continued

City of Olathe, Kansas Water and Sewer Information

Largest Customers

The following table lists the ten largest users of the System based on the percentage of total 2019 revenue generated by each.

Water System			Percentage of Total 2019 System Revenues
Customer	Type of Enterprise	2019 Water Billing	
New Century Air Center	Wholesale	\$ 475,165	2.9%
Rural Water District 6	Rural water district	411,496	2.5%
Rural Water District 7	Rural water district	397,311	2.4%
FSI Santa Barbara Property LLC	Multi-family	135,695	0.8%
Olathe Medical Center	Hospital	101,184	0.6%
Garmin International	Industrial	57,782	0.4%
Cintas	Retail	52,417	0.3%
Geiger Ready Mix	Industrial	44,683	0.3%
Santa Marta Retirement	Retirement home	37,595	0.2%
Villas St. Francis	Multi-family	34,835	0.2%

Sewer System			Percentage of Total 2019 System Revenues
Customer	Type of Enterprise	2019 Sewer Charge	
Ciintas	Services	\$ 96,226	0.7%
Olathe Medical Center	Hospital	93,463	0.7%
Green Lantern Car Wash LLC	Car wash	61,873	0.5%
Villa St. Francis	Multi-family	58,234	0.4%
AMC Theaters	Entertainment	44,796	0.3%
Exxon Mobil	Industrial	42,107	0.3%
Premier Car Wash	Car wash	37,561	0.3%
Olathe Car Wash LLC	Car wash	35,832	0.3%
Architerra	Commercial	34,517	0.3%
Olive Garden	Restaurant	34,222	0.3%

City of Olathe, Kansas
Risk Management Fund
December 31, 2019

	Workers' Compensation	Health & Dental	General Liability	Other	Total
Assets					
Current assets					
Cash and cash equivalents	\$ 4,674,609	\$ 4,103,396	\$ 2,411,658	\$ 113,050	\$ 11,302,713
Total current assets	<u>4,674,609</u>	<u>4,103,396</u>	<u>2,411,658</u>	<u>113,050</u>	<u>11,302,713</u>
Noncurrent assets					
Restricted assets					
Deposit	-	11,000	-	-	11,000
Total restricted assets	<u>-</u>	<u>11,000</u>	<u>-</u>	<u>-</u>	<u>11,000</u>
Total assets	<u>\$ 4,674,609</u>	<u>\$ 4,114,396</u>	<u>\$ 2,411,658</u>	<u>\$ 113,050</u>	<u>\$ 11,313,713</u>
Liabilities					
Current liabilities					
Accounts and claims payable	\$ 696,387	\$ 966,173	\$ 224,210	\$ -	\$ 1,886,770
Compensated absences	3,946	3,542	-	-	7,488
Total current liabilities	<u>700,333</u>	<u>969,715</u>	<u>224,210</u>	<u>-</u>	<u>1,894,258</u>
Noncurrent liabilities					
Deposit	-	11,000	-	-	11,000
Compensated absences	-	2,210	-	-	2,210
Total noncurrent liabilities	<u>-</u>	<u>13,210</u>	<u>-</u>	<u>-</u>	<u>13,210</u>
Total liabilities	<u>700,333</u>	<u>982,925</u>	<u>224,210</u>	<u>-</u>	<u>1,907,468</u>
Net position					
Unrestricted	3,974,276	3,131,471	2,187,448	113,050	9,406,245
Total liabilities and net position	<u>\$ 4,674,609</u>	<u>\$ 4,114,396</u>	<u>\$ 2,411,658</u>	<u>\$ 113,050</u>	<u>\$ 11,313,713</u>
Operating revenues					
Charges for services	\$ 1,463,896	\$ 18,786,635	\$ 1,829,951	\$ 36,314	\$ 22,116,796
Operating expenses					
Administration and general	802,911	17,438,761	1,438,773	19,301	19,699,746
Operating income (loss)	<u>660,985</u>	<u>1,347,874</u>	<u>391,178</u>	<u>17,013</u>	<u>2,417,050</u>
Nonoperating revenues (expenses)					
Interest income	97,544	91,798	48,887	2,306	240,535
Transfer out	-	-	-	-	-
Net income (loss)	<u>758,529</u>	<u>1,439,672</u>	<u>440,065</u>	<u>19,319</u>	<u>2,657,585</u>
Net position - beginning of year	3,215,747	1,691,799	1,747,383	93,731	6,748,660
Net position - end of year	<u>\$ 3,974,276</u>	<u>\$ 3,131,471</u>	<u>\$ 2,187,448</u>	<u>\$ 113,050</u>	<u>\$ 9,406,245</u>



CITY OF OLATHE, KS
SINGLE AUDIT REPORT
YEAR ENDED DECEMBER 31, 2019
WITH
INDEPENDENT AUDITOR'S REPORT



CITY OF OLATHE, KS
SINGLE AUDIT REPORT
YEAR ENDED DECEMBER 31, 2019
WITH
INDEPENDENT AUDITOR'S REPORT

CITY OF OLATHE, KS

SINGLE AUDIT REPORT

Year Ended December 31, 2019

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Members of the City Council
City of Olathe, Kansas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Olathe, Kansas (City) as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 8, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with

those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Allen, Gibbs & Houlik, L.C.
CERTIFIED PUBLIC ACCOUNTANTS

June 8, 2019
Wichita, Kansas

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT
ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF
EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Members of the City Council
City of Olathe, Kansas

Report on Compliance for Each Major Federal Program

We have audited City of Olathe, Kansas (City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended December 31, 2019. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its other major federal programs for the year ended December 31, 2019.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We have issued our report thereon dated June 8, 2020, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or the basic financial statements themselves, and other addition procedures in

accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Allen, Gibbs & Houlik, L.C.
CERTIFIED PUBLIC ACCOUNTANTS

June 8, 2020
Wichita, Kansas

CITY OF OLATHE, KS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended December 31, 2019

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Identifying Number	Expenditures
<u>U.S. Department of Housing and Urban Development</u>			
Public and Indian Housing	14.850		\$ 672,576
Housing Voucher Cluster:			
Section 8 Housing Choice Vouchers	14.871		3,487,707
Total Housing Voucher Cluster			3,487,707
Public Housing Capital Fund	14.872		135,898
Passed Through Johnson County, Kansas:			
CDBG-Entitlement Grants Cluster:			
Community Development Block Grant	14.218	2014 / 2017 / 2018 / 2019	438,668
Total CDBG-Entitlement Grants Cluster			438,668
Home Investment Partnerships Program	14.239	2015 / 2016 / 217	70,966
Total U.S. Department of Housing and Urban Development			4,805,815
<u>U.S. Department of Justice</u>			
Byrne Memorial Justice Assistance Grant	16.738		105,810
Total U.S. Department of Justice			105,810
<u>U.S. Department of Transportation</u>			
Passed Through Kansas Department of Transportation (K-DOT):			
Highway Planning and Construction Cluster:			
		N-064101/N-064301/N-062801 N-061801/N-064201U-017701 TE-043101/N-061801	2,424,131
Highway Planning and Construction	20.205		
Total Highway Planning and Construction Cluster			2,424,131
Highway Safety Cluster:			
State and Community Highway Safety	20.600	SP-1300-19 / SP-1300-20	37,975
National Priority Safety Programs	20.616	SP-1701-19 / SP-1701-20	10,372
Total Highway Safety Cluster			48,347
Passed Through Kansas City Area Transportation Authority (KCATA):			
Transit Services Programs Cluster:			
5310 Grant	20.513	MO-16-X046	145,964
Total Transit Services Programs Cluster			145,964
Total U.S. Department of Transportation			2,618,442
<u>U.S. Department of Health and Human Services</u>			
Passed Through Kansas Department of Aging & Disability Services:			
Communities That Care	93.276		78,502
Total U.S. Department of Health and Human Services			78,502
<u>U.S. Department of Homeland Security</u>			
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083	EMW-2017-FH-00424	569,436
Passed Through Mid-America Regional Council (MARC):			
Urban Area Security Initiative	97.067	PO-003272	26,466
Total U.S. Department of Homeland Security			595,902
Total Expenditures of Federal Awards			\$ 8,204,471

CITY OF OLATHE, KS

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended December 31, 2019

1. Organization

The City is the recipient of several federal awards. All federal awards received directly from federal agencies as well as those awards passed through other government agencies, are recorded on the Schedule of Expenditures of Federal Awards.

2. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards is presented using the modified accrual basis of accounting. The information presented in this schedule is in accordance with the requirements of *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in, the preparation of the basic financial statements. The City elected not to use the 10% de minimis indirect cost rate.

3. Local Government Contributions

Local cost sharing is required by certain federal grants. The amount of cost sharing varies with each program. Only the federal share of expenditures is presented in the Schedule of Expenditures of Federal Awards.

4. Additional Audits

Grantor agencies reserve the right to conduct additional audits of the City's grant programs for economy and efficiency and program results that may result in disallowed costs to the City. However, management does not believe such audits would result in any disallowed costs that would be material to the City's financial positions at December 31, 2019.

5. Outstanding Loans

The City had the following loan balance outstanding at December 31, 2019. New loans made during the year are included in the federal expenditures presented in the schedule.

Program Title	CFDA Number	Amount Outstanding
Community Development Block Grant	14.218	\$ 1,718,666
HOME Investment Partnerships Program	14.239	2,099,850
		<u>\$ 3,818,516</u>

6. Pass Through Entity Numbers

Grant numbers are not listed for several grants on the Schedule of Expenditures of Federal Awards. For those grants, pass through grantors have not assigned passthrough numbers to the passthrough grants noted in the Schedule of Expenditures of Federal Awards.

CITY OF OLATHE, KS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended December 31, 2019

SECTION I – SUMMARY OF AUDITOR'S RESULTS

FINANCIAL STATEMENTS

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weaknesses identified? Yes X No
- Significant deficiencies identified that are not considered to be material weaknesses? Yes X None reported
- Noncompliance material to financial statements noted? Yes X No

FEDERAL AWARDS

Internal control over major programs:

- Material weaknesses identified? Yes X No
- Significant deficiencies identified that are not considered to be material weaknesses? Yes X None reported

Any audit findings disclosed that are required to be reported in accordance with section 516(a) of the Uniform Guidance: Yes X No

Type of auditor's report issued on compliance for major programs: See below

<u>CFDA Number</u>	<u>NAME OF FEDERAL PROGRAM</u>	<u>Opinion</u>
20.205	Highway Planning and Construction	Unmodified
97.083	Staffing for Adequate Fire and Emergency Response	Unmodified

Dollar threshold used to distinguish between type A and type B programs: \$ 750,000

Auditee qualified as low-risk auditee? X Yes No

CITY OF OLATHE, KS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended December 31, 2019

SECTION II – FINANCIAL STATEMENT FINDINGS

None were reported.

CITY OF OLATHE, KS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended December 31, 2019

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None were reported.

CITY OF OLATHE, KS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended December 31, 2019

SECTION IV – SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

None were reported.

To the Honorable Mayor and
Members of the City Council
Olathe, Kansas

This letter is to inform the City of Olathe, Kansas (City) about significant matters related to the conduct of our audit as of and for the year ended December 31, 2019, so that it can appropriately discharge its oversight responsibility and we comply with our professional responsibilities.

This report is intended solely for the information and use of the Mayor, City Council Members, and management and is not intended to be, and should not be, used by anyone other than these specified parties.

This letter includes other comments and suggestions with respect to matters that came to our attention in connection with our audit of the City's financial statements. These items are offered as constructive suggestions to be considered part of the ongoing process of modifying and improving the City's practices and procedures.

The following summarizes various matters that must be communicated to you under auditing standards generally accepted in the United States of America.

The Responsibilities of the Auditor and Management

Our responsibilities under auditing standards generally accepted in the United States of America and *Kansas Municipal Audit and Accounting Guide* and *Government Auditing Standards* issued by the Comptroller General of the United States have been described to you in our arrangement letter dated March 30, 2020. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

Overview of the Planned Scope and Timing of the Financial Statement Audit

We have issued a separate communication dated March 3, 2020 regarding the planned scope and timing of our audit and have discussed with you our identification of significant risks of material misstatement. We made no significant changes to the scope or timing of our procedures.

Significant Accounting Practices, Including Policies, Estimates and Disclosures

Our views about the qualitative aspects of the City's significant accounting practices, including accounting policies, accounting estimates and financial statement disclosures are indicated herein, which you may wish to monitor for your oversight responsibilities of the financial reporting process:

Adoption of, or Change in, Accounting Policies - Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City, and management may select among alternative accounting practices in certain circumstances. Significant accounting policies are disclosed in Note 1 to the financial statements. The City did not adopt any significant new accounting policies, nor have there been any changes in existing significant accounting policies during the current year.

The Government Accounting Standards Board (GASB) has issued several statements not yet implemented by the City. The City's management has not yet determined the effect these statements will have on the City's financial statements. However, the City plans to implement all standards by the required dates. The statements which might impact the City are discussed in Note 18 to the financial statements.

Significant or Unusual Transactions - We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus

Management's Judgments and Accounting Estimates - Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events, and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. The following describes the significant accounting estimates reflected in the City's financial statements.

- *Total Other Post-Employment Benefit (OPEB) Liability:* The City contracts with an external actuary to develop an estimate for the annual OPEB cost, which pertains to health care offered to retirees. The amount calculated by the actuary is then reduced by actual claims paid for retirees, resulting in a total OPEB liability at year-end to record as a liability. As a basis for our conclusions, we reviewed the actuarial report for reasonableness and verified the 2019 employer contribution for retirees.

Additionally, the City participates in KPERS' death and disability OPEB plan. The City followed guidelines in GASB statement No. 75 for reporting its share of the KPERS' death and disability OPEB plan. This included obtaining an actuary report as of June 30, 2019 provided by KPERS on the City's share of this plan liability. As a basis for our conclusion, we reviewed KPERS' report for reasonableness and verified and recalculated the City's information provided in the report.

- *Net pension liability:* The City follows guidelines in GASB Statement No. 68 and 82 for reporting its proportionate share of KPERS' collective net pension liability. This included obtaining KPERS' report on Schedules of Employer and Nonemployer Allocations and Schedules of Pension Amounts by Employer and Nonemployer as of June 30, 2019, which was audited by KPERS' auditors. The City compared contributions made by the City to amounts included in this report. As a basis for our conclusions, we reviewed the KPERS' report for reasonableness and verified and recalculated the City's information provided in the report.
- Management's estimates of accrued compensated absences are based on a list of accumulated vacation and sick time through December 31, 2019, from the City's payroll system and calculations per the City's policy to permit employees to accumulate certain amounts of vacation and sick leave, which are discussed in Note 1. As a basis for our conclusion, we reviewed key factors and assumptions used to calculate the accrued compensated absences for reasonableness.
- Management estimates of the allowances for doubtful accounts are based on historical revenues, historical loss levels, and analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowances for reasonableness.

Audit Adjustments

There were no audit adjustments made to the original trial balance presented to us to begin our audit.

Uncorrected Misstatements

We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.

Management Representations

In connection with our audit procedures, we have obtained a written management representation letter. This representation letter constitutes written acknowledgments by management that it has the primary responsibility for the fair presentation of the financial statements in conformity with generally accepted accounting principles and also includes the more significant and specific oral representations made by officers and employees during the course of the audit. The letter is intended to reduce the possibility of misunderstandings between us and the City and reminds the signing officers to consider seriously whether all material liabilities, commitments and contingencies or other important financial information have been brought to our attention.

Other Disclosures

We did not discuss with management any alternative treatments within generally accepted accounting principles for accounting policies and practices related to material items during the current audit year; we encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit or significant disclosures to be included in the financial statements; we are not aware of any consultations management had with other accountants about accounting or auditing matters; significant issues arising from the audit were discussed or the subject of correspondence with management; and we did not encounter any difficulties in dealing with management relating to the performance of the audit.

Other Matters

Information Security Governance

Executive managers and those charged with governance must be confident that the entity is protecting your information and the systems that process it. The potential impacts of a failure in the availability, confidentiality or integrity of your critical information assets is monumental in today's environment of cybersecurity breaches.

Many organizations believe their information security practices are adequately mitigating their risks. Unfortunately, they are often surprised to discover those practices are failing to perform as expected and the consequences are usually severe.

Information security is more than a technology issue. It is a governance and management challenge that involves risk management, accountability and reporting. And it requires executive stewardship to ensure the timely assessment of emerging threats and your organization's effective response to them.

Additional information on "Information Risk is Business Risk" can be accessed through our AGH University website located at <http://www.aghuniversity.com/webinars/archived/archived-webinars.aspx> (from the "select a topic" drop-down box, select Information Technology). Additionally, we encourage your management team to take advantage of peer networking groups, trade associations or other resources relating to IT and information risk and the most recent best practices as the constant risk evolves.

Additionally, a structured assessment can help you develop stronger, better and more systematic approaches to your information security. It will help you clearly and objectively understand the strengths and weaknesses in your current information security processes and the extent to which those processes are meeting your needs. Most important, it will guide you with recommendations to help you protect your information, facilities, people and technology.

We believe a review or assessment must be completed on a periodic basis; this assessment can be completed internally or by using an outsourced service provider. Executive managers should be involved with the review and summary reports should also be shared with those charged with governance.

Vulnerability Assessment

In addition to a periodic information system governance review, the entity should also conduct periodic (at least annually or semi-annually) vulnerability assessments. There are more than 100,000 known network vulnerabilities that can leave organizations open to significant risk. High-profile security breaches have become commonplace and many companies are susceptible to the same failures.

Network vulnerability assessments can help you identify and resolve your vulnerabilities before they are exploited by cybercriminals. AGH’s experienced security professionals use network vulnerability assessments to discover and analyze known flaws and weaknesses.

Using automated scanners – along with their experience and judgment – our security professionals will identify existing vulnerabilities, evaluate their severity and recommend steps for fixing the underlying problems.

Comprehensive Policy and Procedure Review



Given the broad and deep scope of your operations, you should consider completing a comprehensive evaluation of the adequacy and effectiveness of the entity’s internal financial policies, processes and procedures, including a comparison to best practices among organizations the same size.

For entities that have experienced budget cuts in the finance area or those that have experienced turnover, a periodic review of controls is imperative. Even if your finance team has been stable over the years, we remind you that even the best design of controls is only as good as the people who carry out and execute such controls.

Financial policies, procedures and processes are a key element of sound fiscal administration. When policies are effective, they can preserve or enhance the fiscal health and wealth of the organization and create efficiencies for staff members.

This comprehensive evaluation could include:

1. Evaluation of existing controls
2. Identification of financial policies that could lead to vulnerability to fraud and/or abuse
3. For those identified weaknesses and risks, recommendations for improvements

AGHUniversity Resources

As part of AGH's ongoing commitment to serve as a trusted advisor, we offer these resources as a key part of the additional value AGH provides beyond the engagement itself:

- AGHUniversity.com – a full schedule of complimentary CPE or current and relevant topics and other updates to clients throughout the year. Free registration and webinars are available for the Company's staff and board members at aghuniversity.com. A sample of recent topics include Management and Key Position Succession Planning; Destroying the Myths about Employee Engagement; Preventing Fraud in Small and Medium Sized Organizations; Measuring What Matters in Your 401K Plan to Recruitment, Retention and Reward; Planning The Transition: Taking Your Company To Market; and The How and Why of Business Valuations.
- AGH alerts and newsletters – this includes periodic mailings or emails to alert clients to new accounting standards or regulatory changes.
- Also available from the home page of www.aghlc.com are COVID-19 resources for employers and taxpayers. You can access tax and HR-related alerts, webinars and other third-party resources to help you navigate through the COVID-19 pandemic.

Closing

We will be pleased to respond to any questions you have about this report or set up an introductory meeting to discuss the other recommendations at no charge. We appreciate the opportunity to continue to be of service to the City of Olathe, Kansas.

Allen, Gibbs & Houlik, L.C.
CERTIFIED PUBLIC ACCOUNTANTS

June 8, 2020
Wichita, KS



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 6/16/2020

DEPARTMENT: Public Works

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Report on the timeline of Cedar Creek arterial roadways.

ITEM DESCRIPTION:

Report on the Timeline of Cedar Creek Arterial Roadways.

SUMMARY:

This report provides details on how streets have been constructed and funded within the Cedar Creek development area, specifically regarding whether the roadways have been built by Benefit Districts or the developers. Included is the year the Benefit Districts were created, the years the assessments were levied, and the percent of costs paid by the City and by assessments.

Projects in which the City shared fifty percent (50%) of the cost of a project have been for the construction of 4-lane arterial roadways and is consistent with Council Policy on Street Improvements General Classifications and Policies.

FINANCIAL IMPACT:

None.

ACTION NEEDED:

No action necessary. The report is for informational purposes only.

ATTACHMENT(S):

A. Report

Prepared June 5, 2020

Timeline of Cedar Creek Arterial Roadways**Construction of Arterials in Cedar Creek Area:**

All arterials and primary collectors have been either financed using benefit districts or constructed by developers.

See the table below for the benefit districts that have been formed in the Cedar Creek Area, including and percent of project costs paid by the City and percent paid by Assessments:

BD Name/Street	Project Scope ⁽¹⁾	BD Number	Year BD Created	Years BD Assessments Levied	% paid by City	% paid by Assessments
103 rd Street, east of Cedar Creek Pkwy; Valley Pkwy, west of Cedar Creek Pkwy; and Cedar Creek Pkwy, south to K-10	S	BD34988B	1988	1991-2000	20%	80%
Valley Pkwy, east of Cedar Creek Pkwy and Bluestem, Valley Pkwy south 1,825 feet	S	BD30793B	1993	N/A ⁽²⁾	20%	80%
103 rd Street, Bluestem west 909 feet					0%	100%
105 th Street, Valley Pkwy to Hedge Lane	S	BD35597B	1997	1999-2008	0%	100%
Clare Road, College South	S	BD30898	1998	2001-2010	5.3%	94.7%
College Blvd, K-7 to Clare	S	BD32398	1998	2007-2016	50%	50%
Cedar Creek Campus Business Park	S, W, SS	BD35200	2000	2004-2013	0%	100%
Valley Parkway, College North 4,600 feet	S, W, SS	BD35400	2000	2006-2015	0%	100%
Valley Parkway Shadow Circle West	S	BD34402	2002	2007-2016	50%	50%
Hedge Lane Terrace/110 th /Dunraven	S, W	BD 30205	2005	2008-2017	0%	100%
Cedar Creek Parkway, south of College	S, W	3-B-027-19	2019	TBD	0%	100%

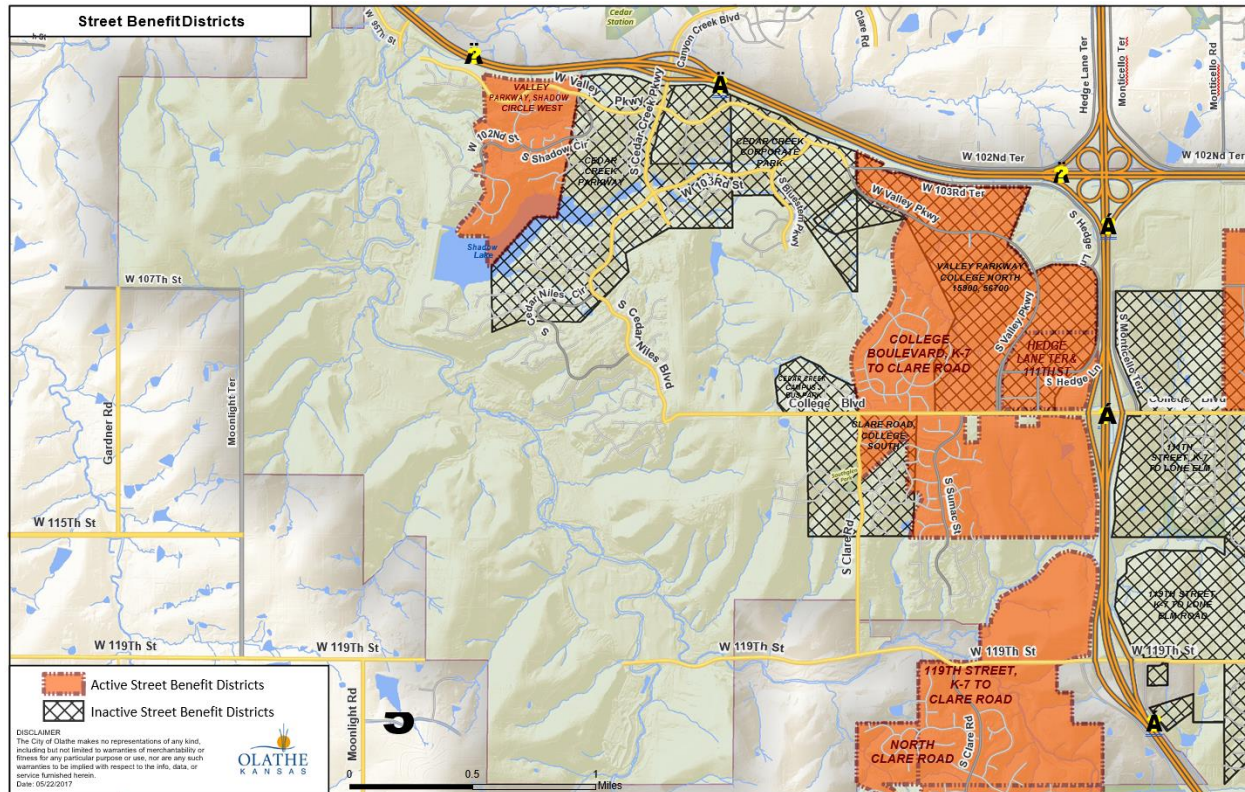
⁽¹⁾ S = Street; W = Water; SS = Sanitary Sewer

⁽²⁾ District was created but assessments were never levied; Developer paid costs out of pocket, except for City 20% share of Valley Pkwy and Bluestem.

All other residential streets and a primary collector were constructed by developers, without forming a benefit district:

- Cedar Niles Boulevard - Constructed by the developer of Cedar Creek Properties
 - Started in 1988 and was done in multiple phases the last in 1994

A map showing the boundaries of each of the benefit districts is included below:



Note that the boundaries of the College Boulevard, K-7 to Clare Road benefit district overlap with the boundaries of (1) the Hedge Lane Terrace and 111th Street Benefit District, (2) the Clare Road, College South Benefit District, and (3) the Valley Parkway, College North Benefit District.