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NOTICE - Per Executive Order No. 20-52 masks are required to enter City Hall. 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](http://OlatheKS.org/OGN) or at their convenience, once the meeting video is archived within hours of its conclusion.

**1. CALL TO ORDER**

**2. EXECUTIVE SESSION**

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

- A. For preliminary discussions with the City's attorneys which would be deemed privileged in the attorney-client relationship pursuant to the exception provided in K.S.A. 75-4319(b)(2) pertaining to a development agreement.

**Staff Contact:** Ron Shaver

- B. For preliminary discussions related to the acquisition of property pursuant to the exception provided in K.S.A. 75-4319(b)(6) regarding the I-35 & 119th Street Interchange Improvements Project, PN 3-C-026-16, and the 119th Street and Renner Road Property Acquisition and Demolition Project, PN 7-C-004-20.

**Staff Contact:** Ron Shaver

**3. RECONVENE FROM EXECUTIVE SESSION**

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

**5. PLEDGE OF ALLEGIANCE**

**6. SPECIAL BUSINESS**

- A. Presentation of AAA Traffic Safety Award to the Olathe Police Department.

**Staff Contact:** Liz Ruback

**7. PUBLIC HEARINGS**

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

**Staff Contact:** Dianna Wright and Sarah Doherty

Action needed: Consider a motion to close the public hearing

## 8. CONSENT AGENDA

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

- A. Consideration of approval of the City Council meeting minutes of July 21, 2020.

**Staff Contact:** Brenda Long

- B. Consideration of drinking establishment renewal applications for Mi Ranchito, 14154 W. 119th Street and Wahlburgers, (HyVee), 11935 S. Black Bob Road.

**Staff Contact:** Brenda Long

- C. Consideration of a one-year renewal for a drinking establishment license for Berger Management, LLC, d/b/a Berger Concessions, located at 10537 S. Warwick Street.

**Staff Contact:** Brenda Long

- D. Consideration of a cereal malt beverage license application for MSK Petroleum, LLC, d/b/a Mini Mart located at 1807 E. 123rd Terrace, for calendar year 2020.

**Staff Contact:** Brenda Long

- E. Consideration of Resolution No. 20-1052, SU20-0004, for approval of a Special Use Permit for keeping chickens on a residential lot less than three (3) acres, approximately 0.56 acres; located at 1010 S. Lennox Drive. Planning Commission recommends approval 6 to 0.

**Staff Contact:** Aimee Nassif and Brenna Kiu

- F. Consideration of Consent Calendar.

**Staff Contact:** Mary Jaeger and Beth Wright

- G. Consideration of Supplemental Agreement No. 2 with Burns & McDonnell Engineering Company, Inc. for design of the Vertical Well Field Improvements Project, PN 5-C-031-18.

**Staff Contact:** Mary Jaeger and Beth Wright

- H. Consideration of a Professional Services Agreement with Olsson, Inc. for design of the 119th Street Arterial Mill and Overlay Project, PN 3-P-001-21, and the Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-21.  
**Staff Contact:** Mary Jaeger and Beth Wright
- I. Consideration of renewal of contract to Boone Brothers Roofing for roofing replacement, repair, and maintenance services.  
**Staff Contact:** Brad Clay and Amy Tharnish
- J. Acceptance of renewal of contract to Core and Main, LP for water utility supplies for the Field Operations Division of Public Works.  
**Staff Contact:** Mary Jaeger and Amy Tharnish
- K. Consideration of renewal of contract to Crafcro, Inc. for the purchase of crack repair material for the Field Operations Division of Public Works.  
**Staff Contact:** Mary Jaeger and Amy Tharnish

## 9. NEW BUSINESS-PUBLIC WORKS

- A. Consideration of a contract with N.R. Hamm Quarry, LLC for transfer station operation, hauling and disposal services for the Solid Waste Division of Public Works.  
**Staff Contact:** Mary Jaeger and Alan Shorthouse
- Action needed: Consider a motion to approve or deny
- B. Consideration of Ordinance No. 20-26, RZ20-0005, requesting approval for a rezoning from the C-2 (Community Center) District to the CC (Cedar Creek) District for the Valley Parkway Parcel on approximately 16.31 acres; located in the vicinity of W. Valley Parkway and 100th Terrace. Planning Commission recommends approval 6-0.  
**Staff Contact:** Aimee Nassif and Kim Hollingsworth

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

## 10. NEW BUSINESS-ADMINISTRATION

- A. Consideration of Ordinance No. 20-27 levying assessments to collect city expenditures for weed mowing and debris removal.  
**Staff Contact:** Brenda Long

Action needed: Consider a motion to approve or deny

- B.** Consideration of Ordinance No. 20-28 making amendments to the Olathe Emergency Operations Act, O.M.C. Chapter. 2.08.  
**Staff Contact:** Ron Shaver and Daniel Yoza

Action needed: Consider a motion to approve or deny

- 11. NEW CITY COUNCIL BUSINESS**
- 12. END OF TELEVISED SESSION**
- 13. GENERAL ISSUES AND CONCERNS OF CITIZENS**
- 14. CONVENE FOR PLANNING SESSION**

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

**A. REPORTS**

- 1.** Quarterly Procurement Report  
**Staff Contact:** Dianna Wright and Amy Tharnish
- 2.** Report on a request by Business Garage Authority, Inc. for issuance of industrial revenue bonds and tax phase in for the development and construction of flex industrial facilities totaling 48,000 sq ft to house start-up/small/intermediate businesses located in the Mahaffie Business Park at 15571 S. Mahaffie.  
**Staff Contact:** Dianna Wright and Emily Vincent

- 15. ADDITIONAL ITEMS**
- 16. ADJOURNMENT**

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





# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** City Manager's Office

**STAFF CONTACT:** Liz Ruback

**SUBJECT:** Presentation of AAA Traffic Safety Award to the Olathe Police Department.

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**ITEM DESCRIPTION:**

Presentation of AAA Traffic Safety Award to the Olathe Police Department.

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**SUMMARY:**

AAA Community Traffic Safety Awards are presented to communities for their efforts to improve local traffic safety. Points are earned for an active Traffic Safety Committee, Safe Routes to School participation, Four E Programs and Projects and Statistical Measures of Success.

Bob Hamilton from KDOT will present the award.

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**FINANCIAL IMPACT:**

N/A

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**ACTION NEEDED:**

Presentation of AAA Traffic Safety Award to the Olathe Police Department.

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**ATTACHMENT(S):**

None

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# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** City Manager

**STAFF CONTACT:** Dianna Wright/Sarah Doherty

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

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**ITEM DESCRIPTION:**

Consideration of a public hearing to hear comments regarding the proposed City of Olathe budget.

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**SUMMARY:**

A formal public hearing is required to allow individuals and organizations an opportunity to provide input on the proposed 2021 operating budget for the City of Olathe. The 2021 Budget for all funds is \$424,527,899.

The Notice of Budget Public Hearing is attached. It was published in the Gardner News on July 22, 2019.

The remaining proposed budget calendar is as follows:

August 18 - City Council Adoption of 2021 Budget, 2021-2025 CIP, and 2021 Fee Schedule

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**FINANCIAL IMPACT:**

2021 Total Operating Budget - \$424,527,899

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**ACTION NEEDED:**

Conduct the public hearing

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**ATTACHMENT(S):**

A: 2021 Notice of Budget Public Hearing





# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

---

**DEPARTMENT:** Legal

**STAFF CONTACT:** Brenda Long

**SUBJECT:** Consideration of approval of the City Council meeting minutes of July 21, 2020.

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**ITEM DESCRIPTION:**

Consideration of approval of the City Council meeting minutes of July 21, 2020.

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**SUMMARY:**

Attached are the City Council meeting minutes of July 21, 2020 for Council consideration of approval.

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**FINANCIAL IMPACT:**

None

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**ACTION NEEDED:**

Approval of the City Council meeting minutes of July 21, 2020.

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**ATTACHMENT(S):**

A. 07-21-2020 Council Minutes

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**1. CALL TO ORDER**

**Present:** Campbell, Mickelson, McCoy, Bacon, and Vogt  
**Absent:** Brownlee, 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 City Auditor. (City Council)  
Motion by Vogt, seconded by Campbell, to recess into 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 City Auditor for 25 minutes. The motion carried by the following vote:

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

Councilmember Brownlee arrived at 6:34 p.m.

**3. RECONVENE FROM EXECUTIVE SESSION**

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

**5. PLEDGE OF ALLEGIANCE**

**6. SPECIAL BUSINESS**

- A.** The annual Public Service Recognition Week (PSRW) Employee Appreciation award winners will be recognized.  
City Manager, Michael Wilkes, recognized the 2020 Public Service Recognition Week award winners and shared a video presentation of the nominations. Each award winner in attendance gave their name and what award they had been recognized for.

## 7. PUBLIC HEARINGS

- A.** Public hearing to consider levying assessments to collect unpaid city expenditures for weed mowing and debris removal.

Mayor Pro Tem Bacon opened the public hearing and invited comments.

Hearing no public comments, Mayor Pro Tem Bacon entertained a motion to close the public hearing.

Motion by Vogt, seconded by McCoy, to close the public hearing. The motion carried by the following vote:

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

**Absent:** Copeland

## 8. CONSENT AGENDA

Councilmember Mickelson asked for item D to be removed and considered separately.

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

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

**Absent:** Copeland

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

Approved

- B.** Consideration of a drinking establishment renewal application for Johnny's Italian Steakhouse, 12080 S. Strang Line Rd.

Approved

- C.** Consideration of Resolution No. 20-1049, SU20-0002, requesting approval for a special use permit for keeping chickens on a residential lot less than three (3) acres, 0.23± acres; located at 14548 W. 141st Drive. Planning Commission recommends approval 5 to 0.

Approved

- D.** Consideration of Resolution No. 20-1050, SU20-0003, requesting approval for a Special Use Permit for keeping chickens on a residential lot less than three (3) acres, 0.26± acres; located at 1282 E. Sheridan Bridge Lane. Planning Commission recommends approval 5 to 0.

Councilmember Mickelson asked about the process to revoke a

special use permit and said he would like to see this permit extended to 5 years from the proposed 2 years.

Senior Planner, Jessica Schuller, said it was possible to revoke an SUP and it could be brought back at any time for review should issues arise.

Councilmember McCoy said he was in favor of amending the length of time. He said there is a lot of work that goes into applying for an SUP and believed it was best for both the applicant and the City.

Mayor Pro Tem Bacon asked about the letter of concern that was received from a neighbor and asked if a valid protest petition had been received. Ms. Schuller said there was not a protest petition, but the letter did come from a neighbor that was within the designated radius.

Motion by Mickelson, seconded by McCoy, to approve consent item D, amending the length of the special use permit from 2 to 5 years. The motion carried with the following vote:

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

**Absent:** Copeland

- E.** Consideration of Consent Calendar.  
Approved
- F.** Consideration of Resolution No. 20-1051 authorizing the Police Building Expansion Phase II Project, PN 6-C-010-20.  
Approved
- G.** Acceptance of proposal and consideration of award of contract to Waste Management Inc. for recycled materials processing for the Solid Waste Division of Public Works.  
Approved
- H.** Acceptance of proposal and consideration of award of contract to CrowderGulf, LLC. for debris management services for the City of Olathe.  
Approved
- I.** Consideration of renewal of contract to Carahsoft for the purchase of Qualtrics Software, Licensing and Services to be utilized by all departments and managed by the Customer Experience Program

housed within the Customer Service Department.

Approved

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

- A.** Consideration of Ordinance No. 20-25 (VAC20-0003), requesting vacation of an existing utility easement located at 120 S. Chestnut Street. Planning Commission recommends approval 6-0.  
Motion by Vogt, seconded by McCoy, to approve Ordinance No. 20-25. The motion carried by the following vote:

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

**Absent:** Copeland

## **10. NEW CITY COUNCIL BUSINESS**

Mayor Pro Tem Bacon congratulated Parks and Recreation Director, Michael Meadors, on his upcoming retirement.

Councilmember Brownlee added her thanks and congratulations to Mr. Meadors for his years of service to the City.

Councilmember Vogt thanked Mr. Meadors for his service to the City and said she still hoped to get in a bike ride.

Councilmember McCoy said Mr. Meadors was the right person at the right time to accomplish great things in the Parks and Recreation department. He said Lake Olathe would be one of his legacies and was grateful for the partnerships he had created with other organizations.

Councilmember Mickelson congratulated Mr. Meadors on his retirement.

Councilmember Campbell thanked Mr. Meadors and said he was a class act.

Mayor Pro Tem Bacon said he would like to wish his granddaughter a happy eighth birthday.

## **11. END OF TELEVISED SESSION**

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

None



**13. CONVENE FOR PLANNING SESSION**

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

**A. REPORTS**

1. Report on amendments to the Olathe Emergency Operations Act, O.M.C. Chapter 2.08.  
Report accepted.

**B. DISCUSSION ITEMS**

1. 2020 State Legislative Recap. (10 min)  
Communication and Customer Service director, Tim Danneberg, introduced Natalie Bright, who gave a short presentation on the 2020 legislative session.  
  
Ms. Bright answered questions from council members.
2. General Overview of the proposed 2021 Enterprise Funds (Solid Waste Fund, Stormwater Fund and Water and Sewer Fund) and Library Fund budgets, 2021-2025 Enterprise Funds (Solid Waste Fund, Stormwater Fund and Water and Sewer Fund) Capital Improvements Plan (CIP) and 2021 Enterprise Funds (Solid Waste Fund, Stormwater Fund and Water and Sewer Fund) Fees. (45 min)  
Budget and Performance Services Officer, Sarah Doherty, facilitated the budget workshop discussion. Interim Library Director, Erin Vader, Public Works Director, Mary Jaeger, and Analyst, Tracy Jarrett, also participated in the presentation.

**14. ADDITIONAL ITEMS**

Councilmember Vogt gave a report from executive session and said the Council is pleased with the performance of City Auditor, Mary Ann Vasser.

Councilmember McCoy thanked staff and said he was appreciative of all their work on the budget.

**15. ADJOURNMENT**

The meeting was adjourned at 9:06 p.m.

Brenda D. Long  
City Clerk



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Legal

**STAFF CONTACT:** Brenda Long

**SUBJECT:** Consideration of drinking establishment renewal applications for Mi Ranchito, 14154 W. 119<sup>th</sup> Street and Wahlburgers, (HyVee), 11935 S. Black Bob Road.

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**ITEM DESCRIPTION:**

Consideration of drinking establishment renewal applications for Mi Ranchito, 14154 W. 119<sup>th</sup> Street and Wahlburgers, (HyVee), 11935 S. Black Bob Road.

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**SUMMARY:**

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

Mi Ranchito  
14154 W. 119<sup>th</sup> Street  
Olathe, KS 66062

Wahlburgers (HyVee)  
11935 S. Black Bob Road  
Olathe, KS 66062

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**FINANCIAL IMPACT:**

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

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**ACTION NEEDED:**

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

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**ATTACHMENT(S):**

- A. Mi Ranchito Staff Recommendations
- B. Wahlburgers (HyVee) Staff Recommendations

## Brenda Long

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**From:** Brenda Long  
**Sent:** Thursday, July 23, 2020 1:53 PM  
**To:** Joel Yeldell; James Gorham  
**Subject:** FW: DE - Mi Ranchito #4 6-30-20  
**Attachments:** DE - Mi Ranchito #4 6-30-20.pdf

Tracking:	Recipient	Response
	Joel Yeldell	Approve: 7/23/2020 3:31 PM
	James Gorham	Approve: 7/23/2020 1:55 PM
	Tim Linot	Approve: 7/02/2020 4:24 PM
	Dianna Wright	Approve: 7/20/2020 8:54 AM
	Rachelle Breckenridge	Approve: 7/29/2020 4:47 PM

I am working on getting this added to the next council agenda and wondered if it had gotten buried in your in-boxes.

Thanks for checking on it.

*Brenda Long, City Clerk*

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

City Clerk's Office | City of Olathe, Kansas

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

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**From:** Brenda Long  
**Sent:** Wednesday, July 1, 2020 4:45 PM  
**To:** Dennis Pine <DPine@OLATHEKS.ORG>; Dianna Wright <DSWright@OLATHEKS.ORG>; GIS Shared <GISShared@OLATHEKS.ORG>; James Gorham <JLGorham@OLATHEKS.ORG>; Joel Yeldell <JYeldell@OLATHEKS.ORG>; Rachelle Breckenridge <RRBreckenridge@OLATHEKS.ORG>; Timothy Linot <TALinot@OLATHEKS.ORG>  
**Subject:** DE - Mi Ranchito #4 6-30-20

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by July 8<sup>th</sup>.

*Brenda Long, City Clerk*

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

City Clerk's Office | City of Olathe, Kansas

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





To: Brenda Long, Assistant City Clerk  
From: Dianna Wright, Director of Resource Management  
Subject: Liquor License Renewal  
Date: July 20, 2020

Resource Management is in receipt of Mi Ranchito #4 LLC (dba Mi Ranchito on 119<sup>th</sup>) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for of Mi Ranchito #4 LLC (dba Mi Ranchito on 119<sup>th</sup>), 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  
JUN 30 2020  
CITY OF OLATHE  
CITY CLERK OFFICE

CITY OF OLATHE



DRINKING ESTABLISHMENT LIQUOR LICENSE APPLICATION

Date: 06/05/2020 Business Phone: 913-780-1717

Name of Applicant: Jose Cordero-Lopez

Business Address of Applicant: 14154 W 119th St Olathe KS. 66062  
City State Zip

E-mail Address of Applicant (optional): joe@miranchitokc.com

Legal description of premises: Mi Ranchito #4 LLC

Owner of premises (if different than applicant): Rulber Dela Torre

Address of owner of premises: 10596 Bradshaw Street Lenexa KS. 66215  
City State Zip

Items required that must accompany this application:

- 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.
- Copy of Kansas Liquor License Application
- Copy of renewed State of Kansas drinking establishment license (May be submitted separately after issuance by the state)
- 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.

Jose Cordero-Lopez  
Name of Applicant (Print Please)

Signature

Title 06/09/2020

State of Kansas

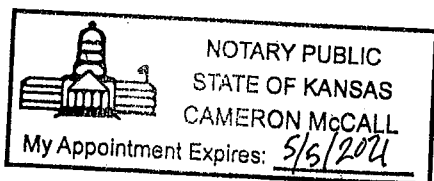
County of Johnson

Notary Cameron McCall

Sworn and subscribed before me this

This 9th day of June, 2020

SEAL



# Cash Receipt

Receipt #: 51113  
User: MELISSALM  
Dept: CC  
Date: 06/30/2020  
Time: 16:22:55



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

Customer: Mi Ranchiot #4

THANK YOU FOR YOUR PAYMENT

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

Item	Description	Notes	Amount
DRINKING ESTAB	Mi Ranchito #4	Check No. 21322	\$500.00
<b>**Final**      Total Received</b>			<b>\$500.00</b>

## Brenda Long

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**From:** Brenda Long  
**Sent:** Wednesday, July 15, 2020 7:40 AM  
**To:** Dennis Pine; Dianna Wright; GIS Shared; James Gorham; Joel Yeldell; Rachelle Breckenridge; Timothy Linot  
**Subject:** HyVee - Wahlburgers  
**Attachments:** DE - Hyvee 6-26-20.pdf

Tracking:	Recipient	Response
	Dianna Wright	Approve: 7/15/2020 12:13 PM
	GIS Shared	Approve: 7/15/2020 10:08 AM
	James Gorham	Approve: 7/16/2020 8:19 AM
	Joel Yeldell	Approve: 7/15/2020 11:15 AM
	Rachelle Breckenridge	Approve: 7/23/2020 11:48 PM
	Timothy Linot	Approve: 7/17/2020 4:51 PM

Please use the voting tab to make comments and recommendations for the attached renewal drinking establishment license application by 7/22/20.

[Brenda Long](#), City Clerk

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

City Clerk's Office | City of Olathe, Kansas

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





To: Brenda Long, Assistant City Clerk  
From: Dianna Wright, Director of Resource Management  
Subject: Liquor License Renewal  
Date: July 15, 2020

Resource Management is in receipt of Hy-Vee Restaurants, LLC (dba Wahlburgers) liquor license renewal application.

In accordance with Title 7 section 7.06.020 and in reviewing the Statement of Gross Receipts for Hy-Vee Restaurants, LLC (dba Wahlburgers), 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

JUN 26 2020

CITY OF OLATHE  
CITY CLERK OFFICE

CITY OF OLATHE



DRINKING ESTABLISHMENT LICENSE APPLICATION

Date: 6/15/20 Business Phone: 913-768-1137

Name of Establishment: Wahlburgers

Name of Applicant: Hy-Vee, Inc.

Business Address of Applicant: 11935 South Black Bob Rd. Olathe KS  
City State Zip

E-mail Address of Applicant (optional): Kpalmer@hy-vee.com

Legal description of premises: Restaurant

Owner of premises (if different than applicant): Hy-Vee Restaurants, LLC

Address of owner of premises: 5820 Westown Parkway  
City State Zip  
West Des Moines, IA 50266

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.

**ANDREW SCHROEDER**  
Assistant Vice President,  
Assistant Controller

Name of Applicant (Print Name)

Signature

Title

State of Iowa

County of Polk

Kelly Palmer  
Notary

Sworn and subscribed before me this

This 23 day of June, 2020



# Cash Receipt

Receipt #: 51104  
User: MELISSALM  
Dept: CC  
Date: 06/26/2020  
Time: 8:50:21



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

Customer: Hyvee

THANK YOU FOR YOUR PAYMENT

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

Item	Description	Notes	Amount
DRINKING ESTAB	Hyvee Drinking Estab-RENEW	Check No. 1717009	\$500.00
<b>**Final**      Total Received</b>			<b>\$500.00</b>



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Legal

**STAFF CONTACT:** Brenda Long

**SUBJECT:** Consideration of a one-year renewal for a drinking establishment license for Berger Management, LLC, d/b/a Berger Concessions, located at 10537 S. Warwick Street.

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**ITEM DESCRIPTION:**

Consideration of a one-year renewal for a drinking establishment license for Berger Management, LLC, d/b/a Berger Concessions, located at 10537 S. Warwick Street.

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**SUMMARY:**

Berger Management applied for a drinking establishment license July 16, 2019. City Council approved a one-year drinking establishment license on August 20, 2019. There have been no issues related to the sale of alcohol at this establishment. Staff recommends a one-year renewal. The application is available in the City Clerk's office.

Berger Management, LLC  
d/b/a Berger Concessions  
10537 S. Warwick Street  
Olathe, KS 66061

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**FINANCIAL IMPACT:**

None. On July 15, 2019, Berger Management paid the \$500 drinking establishment license fee as established in Title 7 of the Olathe Municipal Code.

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**ACTION NEEDED:**

Approve license for one year.

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**ATTACHMENT(S):**

A. Berger Concessions - Staff Recommendations

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## Brenda Long

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**From:** James Gorham  
**Sent:** Wednesday, July 15, 2020 8:51 AM  
**To:** Brenda Long  
**Subject:** RE: Berger Concessions

Approved.

[James Gorham](#), CCEO  
*Community Enhancement Officer III*  
(913) 971-9889 | [OlatheKS.org](http://OlatheKS.org)  
Fire | City of Olathe, Kansas  
**Setting the Standard for Excellence in Public Service**



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**From:** Brenda Long <BDLong@OLATHEKS.ORG>  
**Sent:** Monday, July 13, 2020 11:35 AM  
**To:** Dennis Pine <DPine@OLATHEKS.ORG>; James Gorham <JLGorham@OLATHEKS.ORG>; Joel Yeldell <JYeldell@OLATHEKS.ORG>; Timothy Linot <TALinot@OLATHEKS.ORG>; Aimee Nassif <AENassif@OLATHEKS.ORG>  
**Subject:** Berger Concessions

Good Morning! Last year when Berger Concessions applied for their liquor license at the Soccer Complex, it was recommended that there be a one year review. (see attached CAI)

It is now time for that review and we are wanting to know if there have been any issues arise at the Soccer Complex that is related to the concessions and/or selling of alcohol.

Let me ASAP so we can move ahead on this "renewal" if appropriate.

[Brenda Long](#), City Clerk  
(913) 971-8675 | [OlatheKS.org](http://OlatheKS.org)  
City Clerk's Office | City of Olathe, Kansas  
**Setting the Standard for Excellence in Public Service**



## Brenda Long

---

**From:** Timothy Linot  
**Sent:** Tuesday, July 14, 2020 9:23 AM  
**To:** Brenda Long  
**Subject:** RE: Berger Concessions

None that I am aware off. I would say it can be approved.

[Timothy Linot](#), *Fire Capt/Inspector*

(913) 971-9844 - Office

(913) 274-8804 – Cell | [OlatheKS.org](https://www.OlatheKS.org)

Fire | City of Olathe, Kansas

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



**“The key to successful leadership today is influence, not authority.”**

---

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## Brenda Long

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**From:** Aimee Nassif  
**Sent:** Monday, July 13, 2020 12:55 PM  
**To:** Brenda Long; Dennis Pine; James Gorham; Joel Yeldell; Timothy Linot  
**Subject:** RE: Berger Concessions

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

I am not aware of any complaints or issues that arose from the selling of alcohol.

Thank you

---

**From:** Brenda Long <BDLong@OLATHEKS.ORG>  
**Sent:** Monday, July 13, 2020 11:35 AM  
**To:** Dennis Pine <DPine@OLATHEKS.ORG>; James Gorham <JLGorham@OLATHEKS.ORG>; Joel Yeldell <JYeldell@OLATHEKS.ORG>; Timothy Linot <TALinot@OLATHEKS.ORG>; Aimee Nassif <AENassif@OLATHEKS.ORG>  
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Brenda Long, City Clerk

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

City Clerk's Office | City of Olathe, Kansas

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## Brenda Long

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**From:** Joel Yeldell  
**Sent:** Monday, July 20, 2020 4:08 PM  
**To:** Brenda Long  
**Subject:** RE: Berger Concessions

Not alcohol related. Good to go.

### **Joel Yeldell, Police Sergeant**

(913) 971-7774 | [OlatheKS.org](http://OlatheKS.org)

Police | City of Olathe, Kansas

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

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**From:** Brenda Long <BDLong@OLATHEKS.ORG>  
**Sent:** Monday, July 20, 2020 3:52 PM  
**To:** Joel Yeldell <JYeldell@OLATHEKS.ORG>  
**Subject:** FW: Berger Concessions

Following up on the email below.

Have you had any calls to the soccer complex that would have been as a result of alcohol being served at Berger Concessions?

[Brenda Long](#), City Clerk

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

City Clerk's Office | City of Olathe, Kansas

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



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**From:** Brenda Long  
**Sent:** Monday, July 13, 2020 11:35 AM  
**To:** Dennis Pine <[DPine@OLATHEKS.ORG](mailto:DPine@OLATHEKS.ORG)>; James Gorham <[JLGorham@OLATHEKS.ORG](mailto:JLGorham@OLATHEKS.ORG)>; Joel Yeldell <[JYeldell@OLATHEKS.ORG](mailto:JYeldell@OLATHEKS.ORG)>; Timothy Linot <[TALinot@OLATHEKS.ORG](mailto:TALinot@OLATHEKS.ORG)>; Aimee Nassif <[AENassif@OLATHEKS.ORG](mailto:AENassif@OLATHEKS.ORG)>  
**Subject:** Berger Concessions

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Let me ASAP so we can move ahead on this "renewal" if appropriate.



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Legal

**STAFF CONTACT:** Brenda Long

**SUBJECT:** Consideration of a cereal malt beverage license application for MSK Petroleum, LLC, d/b/a Mini Mart located at 1807 E. 123<sup>rd</sup> Terrace, for calendar year 2020.

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**ITEM DESCRIPTION:**

Consideration of a cereal malt beverage license application for MSK Petroleum, LLC, d/b/a Mini Mart located at 1807 E. 123<sup>rd</sup> Terrace, for calendar year 2020.

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**SUMMARY:**

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

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Name	License #	Site
MSK Petroleum, LLC d/b/a Mini Mart	20-76	1807 E. 123 <sup>rd</sup> Terrace

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**FINANCIAL IMPACT:**

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

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**ACTION NEEDED:**

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

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**ATTACHMENT(S):**

None

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# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Public Works, Planning Division

**STAFF CONTACT:** Brenna Kiu, Planning Assistant

**SUBJECT:** SU20-0004: Request approval for a Special Use Permit for keeping chickens on a residential lot less than 3 acres; Applicant: Randall and Tammy Leckliter

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**ITEM DESCRIPTION:**

Consideration of Resolution No. 20-1052, SU20-0004, for approval of a Special Use Permit for keeping chickens on a residential lot less than three (3) acres, approximately 0.56 acres; located at 1010 S. Lennox Drive. Planning Commission recommends approval 6 to 0.

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**SUMMARY:**

This is a request for approval of a Special Use Permit to allow the property at 1010 S Lennox Drive to keep four (4) hens on a lot less than three (3) acres in size. Per the Unified Development Ordinance (UDO) Section 18.50.030.B, a Special Use Permit is required to keep chickens on a residential lot less than 3 acres.

The property currently contains a single-family home and the owners propose to place a chicken coop in the rear yard with an attached animal run. The coop is more than 6 feet from all property boundaries and more than 40 feet from the nearest neighboring dwelling unit, in compliance with requirements under (UDO) Section 18.30.270.D. The proposed 4'x4' coop will include a 4'x6' attached animal run, creating a fully enclosed space for the hens.

One letter of support from a neighboring property owner is included in the packet. Please note this letter also expresses concerns regarding procedures for obtaining a special use permit for chickens. The resident has been contacted and informed about current practices for residential special use permits which includes reduced application fees and an expedited planning process, and we are also currently pursuing opportunities for further process improvements.

The Planning Commission conducted a public hearing on June 13, 2020 in which no members of the public spoke. The Planning Commission recommended approval, with a 6-0 vote, of SU20-0004 for a 5-year time limit with stipulations as stated in the Planning Commission minutes.

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**FINANCIAL IMPACT:**

None

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**ACTION NEEDED:**

1. Adopt Resolution No. 20-1052 to approve a Special Use Permit for keeping chickens on a residential lot less than 3 acres as stipulated by the Planning Commission.
  2. Deny Resolution No. 20-1052 (5 positive votes required) for a Special Use Permit for keeping chickens on a residential lot less than 3 acres as stipulated by the Planning Commission.
  3. Return the Special Use Permit application to the Planning Commission for further
-

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**MEETING DATE:** 8/4/2020

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consideration with a statement specifying the basis for the Governing Body's failure to approve or deny.

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**ATTACHMENT(S):**

- A. Planning Commission Packet
- B. Planning Commission Minutes
- C. Resolution No. 20-1052



Planning Division

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

<b>Application:</b>	<b><u>SU20-0004</u>: Special use permit for keeping chickens on a lot less than three (3) acres</b>
<b>Location:</b>	1010 S. Lennox Drive
<b>Owner/Applicant:</b>	Randy & Tammy Leckliter
<b>Staff Contact:</b>	Brenna Kiu, Planning Assistant

<b>Site Area:</b>	<u>0.56± acres</u>	<b>Proposed Use:</b>	<u>Keeping chickens on a residential lot less than three (3) acres</u>
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	<b>Land Use</b>	<b>Zoning</b>	<b>Comprehensive Plan Designation</b>
<b>Site</b>	<u>Single-family home</u>	<u>R-1</u>	<u>Conventional Neighborhood</u>
<b>North</b>	<u>Single-family home</u>	<u>R-1</u>	<u>Conventional Neighborhood</u>
<b>East</b>	<u>Single-family home</u>	<u>R-1</u>	<u>Conventional Neighborhood</u>
<b>South</b>	<u>Single-family home</u>	<u>R-1</u>	<u>Conventional Neighborhood</u>
<b>West</b>	<u>Single-family home</u>	<u>R-1</u>	<u>Conventional Neighborhood</u>

**1. Comments:**

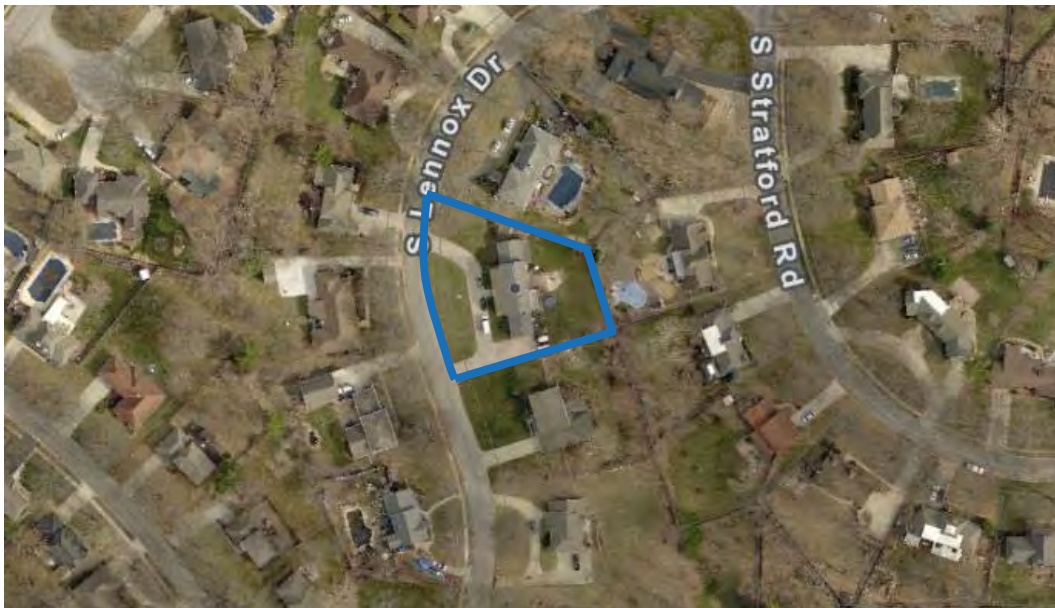
The following is a request for a special use permit to allow the property at 1010 S. Lennox Drive to keep four (4) laying chickens on a lot less than 3 acres and is the first special use permit request on this property. A special use permit is required to keep chickens on a residential lot less than 3 acres and this lot is approximately 0.56 acres in size.

**2. Details of Proposal:**

The applicant is requesting to keep four laying hens. The chickens will be kept for egg collection and as a learning experience for their grandchildren. No roosters will be kept on the property.

The property contains a single-family home on a large lot, and the chicken coop and outdoor run is proposed to be centrally located in the rear of the yard. The coop is more than 6 feet from the rear and side property lines and more than 40 feet from the nearest neighboring dwelling unit which is compliant with setback requirements per UDO Section 18.30.270.D. The proposed coop is 16 sq.ft. and will also have an attached 24 sq.ft.

outdoor chicken run. The backyard is enclosed with a six foot privacy fence where the chickens will occasionally be allowed to roam under supervision from the applicant.



*Site Aerial*



*Street View*

### **3. Public Notification**

Per the requirements of the Unified Development Ordinance (UDO), the applicant notified all property owners of the public hearing date within two hundred (200) feet of this property.

Per the requirements of the Unified Development Ordinance (UDO), the applicant also notified all property owners within five hundred (500) feet of this property via mail to invite them to a neighborhood meeting regarding the project. A neighborhood meeting was held and seventeen neighbors attended. Discussion included if a rooster would be present and

noise. All questions were addressed by the applicant and several neighbors expressed interest in having chickens of their own. Staff has not received any phone calls or written correspondence from the neighbors.

#### **4. Time Limit:**

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

The applicant is requesting a 5-year time limit. Staff is supportive of this request as there are no current code violations at this property and there has not been any concern from neighbors.

#### **5. Comprehensive Plan Analysis**

The following are criteria for considering special use applications as listed in *Unified Development Ordinance (UDO) Section 18.40.090.G* and staff findings for each item:

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

The Comprehensive Plan promotes sustainable and environmentally conscious practices to encourage the responsible use of land in Olathe.

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

The proposed use is located within a single-family neighborhood and is surrounded by single-family homes within lots of a similar size.

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

The surrounding properties are zoned R-1 (Residential Single-Family). The proposed use for the keeping of animals is not uncommon on single family properties.

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

The property is suitable for the permitted uses which it has been restricted within the R-1 District; however, a special use permit is required to further evaluate the compatibility of the nature of this particular use to ensure consistency and compliance with the City Code given the existing conditions in the surrounding area.

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

The subject property is not currently vacant and was zoned R-1 Residential Single-Family in 1970 (Ord. No 70-346C). The existing home was building in 1971.

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

The proposed special use permit should have no detrimental effect on nearby residential properties. The R-1 District promotes uses and activities that commonly occur on residential properties.

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

The proposed use will have no impact on the road network or parking available on the property.

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

The proposed use of the subject property for the keeping of animals is not anticipated to generate any environmental harm or pollution concerns as proposed by the applicant. The keeping on animals is also subject to the provisions of Title 8 of the Olathe Municipal Code which outlines of proper treatment of animals, encourages responsible ownership and the responsibility of the property owner to eliminate possible health hazards that could be created by animals that have not received adequate care.

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

There is no anticipated economic impact on the community.

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

The proposed use does not negatively impact public health, safety, or welfare as presented. If the use were denied, the applicant would not be able to keep chickens on the property.

**6. Staff Recommendation:**

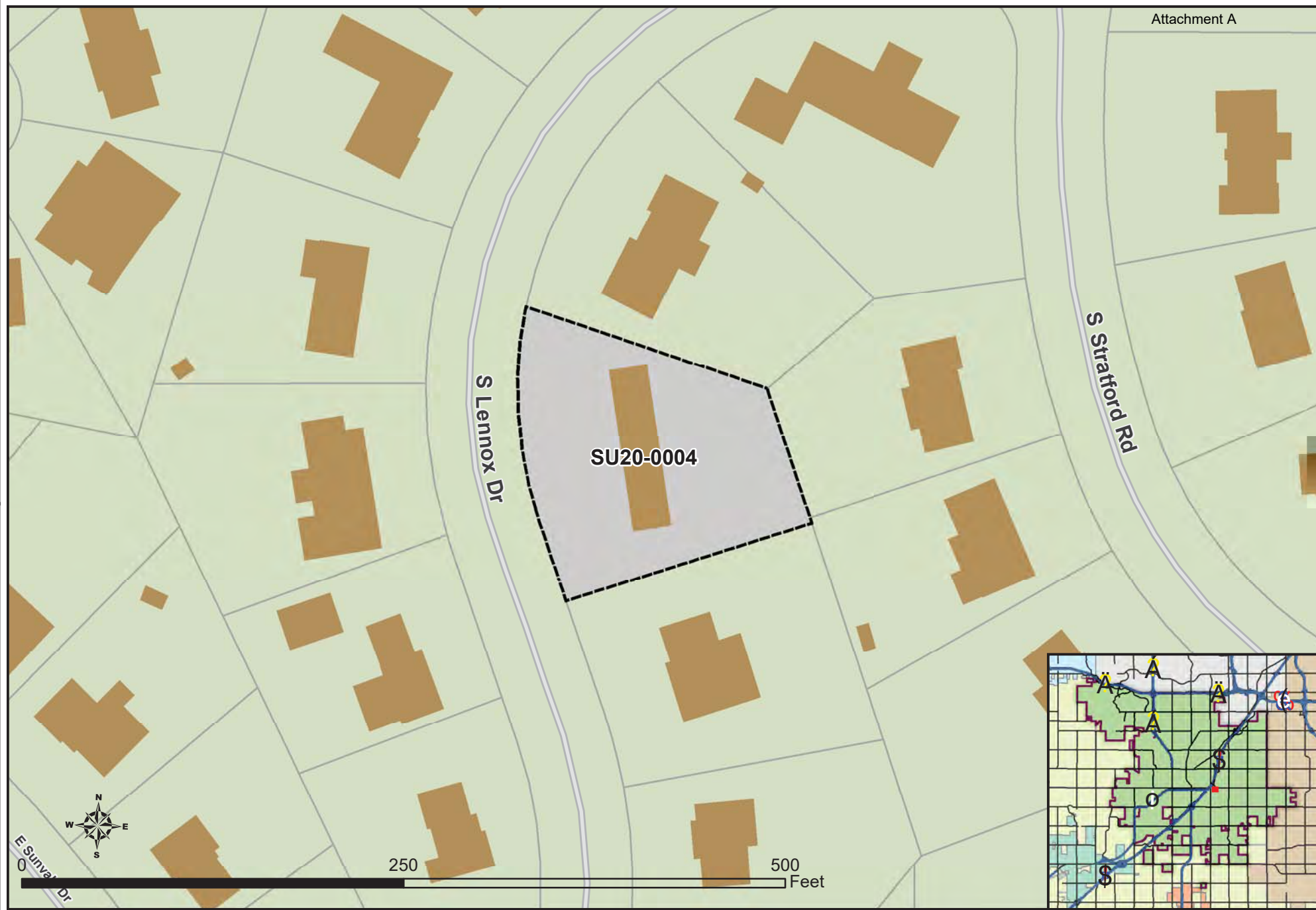
a. Staff recommends approval of SU19-0004, for the following reasons:

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

b. Staff recommends approval of SU20-0004 subject to the following stipulations:

- 1) The special use permit is valid for a period of five (5) years following Governing Body approval, effective the date of adoption of the Resolution.
- 2) The property will be limited to a maximum of four (4) hens only at any one time.
- 3) Chickens may not be bred, boarded or sold for commercial purposes.



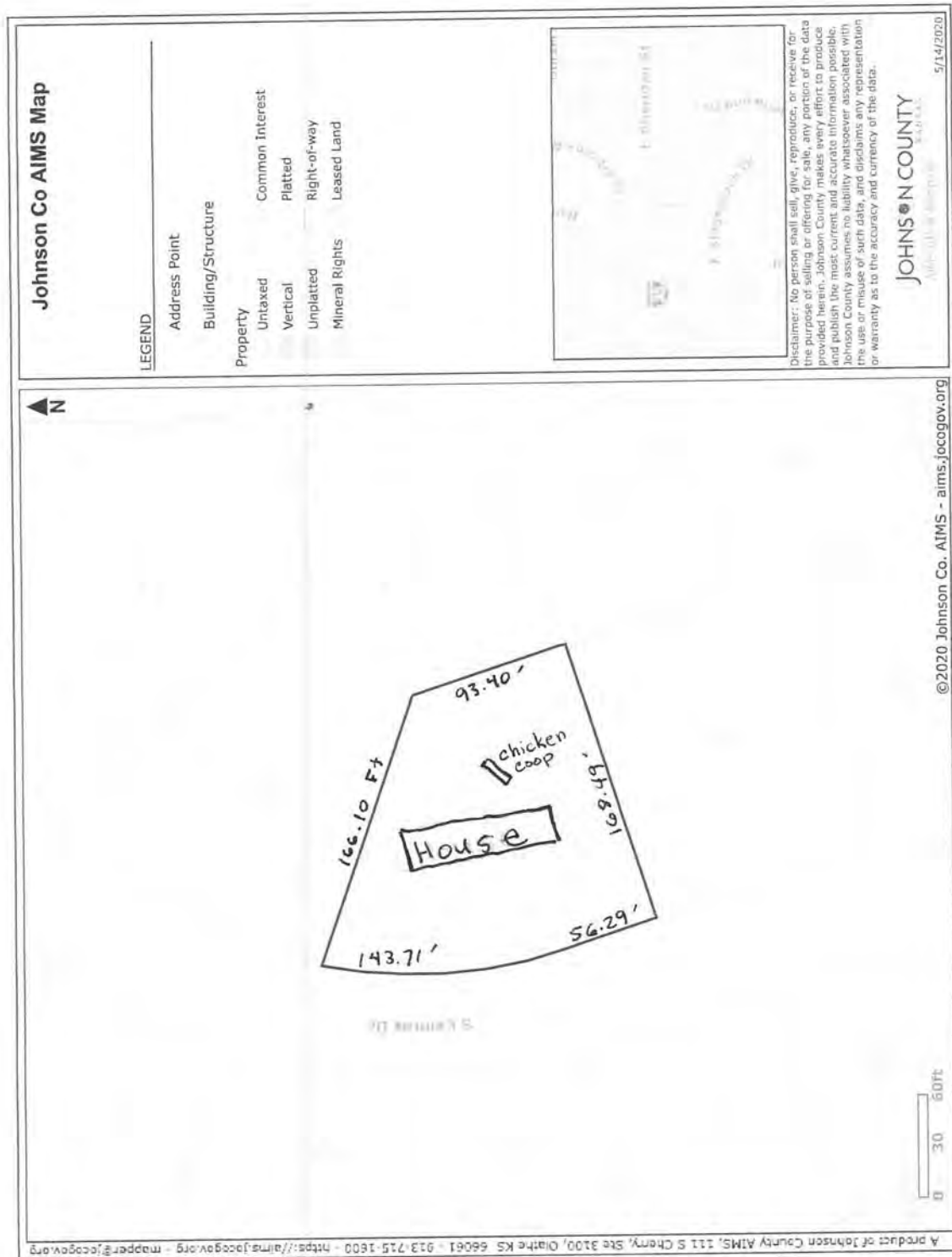


1010 S. Lennox  
SU20-0004



User: GradyRM  
Date: 7/9/2020





our property is on .56 acres. We plan on having 3-4 chickens. We had chicken prior to the city instituting the special use permit.



**CITY OF OLATHE**  
**Property Owner Notification Letter**

Case No. SU20-0004

Dear Property Owner:

This is to notify you that a public hearing will be held at the Olathe City Hall Council Meeting room at 100 E. Santa Fe, Olathe, Kansas, to consider a **SPECIAL USE PERMIT** for Keeping backyard chickens (hens) on the following described tract of land:

**Legal Description:**

HAVENCROFT LOT 5 BLK 2 OLC

**General Location:** 1010 S Lennox DR, Olathe, KS 66062 (See general location map attached)

A public hearing will be held to consider a request for a special use permit for the above-described tract at 7:00 PM on July 13, 2020. Any interested persons or property owners are invited to attend. Due to the COVID-19 pandemic, the City of Olathe continues to follow social distancing and recommendations from the State and Johnson County, therefore additional means of meeting participation may be provided through interactive communication methods, such as Zoom. Please refer to the City of Olathe Planning Division website (<https://www.olatheks.org/government/planning>) for updates and latest news on the meeting format. You may also call the Planning Division at 913-971-8750.

Information regarding this special use permit application is available in the Planning Division located at City Hall, at 913-917-8750, through email at [PlanningContact@Olatheks.org](mailto:PlanningContact@Olatheks.org), or you may contact [insert contact name] at [insert phone number] or [insert email address] for additional information regarding this request.

A fourteen (14) day protest period begins at the conclusion of the public hearing during which you may file a protest petition with the City Clerk. If valid protest petitions are received from property owners of twenty (20) percent of the land within the notification area, exclusive of the public right-of-way, a three-quarters ( $\frac{3}{4}$ ) vote of the City Council is required to approve this request.

Copies of the protest petitions are available from the Planning Division or City Clerk office at 913-971 8521 or [CCO@Olatheks.org](mailto:CCO@Olatheks.org).

Respectfully,

Randy and Tami Leckliter

Applicant (or Owner or Agent)

PHONE: 913-393-4093

ADDRESS: 1010 S Lennox Dr

CITY: Olathe

STATE: KS

ZIP: 66062

1. Will you have a rooster? No. Illegal in city limits, and who would want one anyway?

2. How can you get eggs without a rooster? Biology lesson ensued. Chicken eggs are like women's ovulation eggs. They put one out even if it doesn't get fertilized. (No farmers in our group).

How much does it cost? When I explained the fees, everyone was dumbfounded. 2 others were there that would like to get chickens also. One family is in 4H. They all wanted to come to the council meeting to discuss the fees with the council members.

Are they loud? We had them 5 years ago for 2 years. Did anyone even know we had them? Nope. Not even our next door neighbors. Now everyone really thought the 500' radius was crazy.

I will say that all the hoops I have had to jump through to do this, the meeting was a blessing. I was surprised that so many would come during Covid. They all want to get together in August again and have a chicken naming party if we get to have them.

I have attached the names and address that is typed up for our neighborhood. These people all came. I also have attached the page that most people signed in on. Some didn't because they knew I already had their information.

## Brenna Kiu

---

**From:** Lynnora S.  
**Sent:** Friday, July 10, 2020 9:32 AM  
**To:** Brenna Kiu  
**Subject:** in favor of chickens  
**Attachments:** CDC \_Healthy People.pdf; Larimer County Backyard Chicken Regulations.pdf

Good evening,

One of my neighbors, Tami Leckliter, will be speaking at a city council meeting on July 13th regarding backyard chickens. **I would like to support Tami and encourage the city of Olathe to amend its animal regulations (ordinance 18.50.030) in regards to for backyard chickens. Please ALLOW families to have a small number of backyard hens without extensive application procedures or large fees.** I have attached a few documents to this e-mail regarding health, safety, and how similar cities have handled backyard chickens.

Under the current ordinance, residents on 3 acres or less pay a \$375 fee to own chickens (up to four hens). There are also many application steps required, including: sending letters of intent to approximately 60 closest neighbors, drafting a detailed yard diagram and sending it to approximately 20 neighbors, posting a zoning sign in the front yard, and holding a neighborhood meeting to discuss chicken concerns.

*In comparison, Olathe residents who would like to adopt a spayed/neutered dog or cat pay a \$10 license fee and fill out an online form. A "Dangerous Dog License" is \$150, which is less than half the chicken permit fee.*

Prairie Village recently voted 8-4 in favor of taking steps towards allowing residents to own backyard chickens. Mission, Roeland Park, and Overland Park also allow backyard chickens, within certain guidelines.

Health concerns are of course legitimate, and the CDC has an entire section on their website dedicated to backyard poultry. They have simple ways for maintaining, "healthy poultry, healthy people" when raising backyard poultry. One of the documents I attached is from their "healthy people" page. <https://www.cdc.gov/healthypets/pets/farm-animals/backyard-poultry.html>

**I'm definitely not qualified to write new policies, but here are two examples of how an updated to ordinance 18.50.030 would better serve neighbors like Tami:**

**IDEA 1: Remove the word "chickens" from the "farm animal" category in ordinance 18.50.030B. Add "hens" or "female chickens" to the "pets" category. This would allow households to include female chickens in their 4-animal "pet" total.**

**OR**

**IDEA 2. Keep chickens in the "farm animal" category, but add the following amendment under the "where/how permitted" column: "Residents allowed up to four female backyard chickens without a special permit."**

**++Chickens would still be subject to all current noise, nuisance, stray animal, and coop rules, as well as all animal rules/guidelines under Title 8 of the Municipal Code. For the safety of both animals and people, it may be advisable to add a short addendum to Title 8 requiring owners to follow CDC guidelines for backyard poultry.**

I do think regulations are a good idea, just as there are regulations for dogs and cats in Olathe. Which is why we are asking the council to only amend the fees and procedures, not any safety guidelines. We do not want any disease-spreading giant egg farms in our neighborhood any more than the next person! There are studies showing that *unregulated* backyard chickens can lead to a health risk. However, very small flocks, properly housed, are no more dangerous than dogs, cats, or other backyard pets. Interestingly, the science even shows, "Making sure that we have the right to small flocks of backyard chickens is a way to protect ourselves and our communities from the diseases that proliferate in large scale commercial operations where tens of thousands of birds are concentrated together in a very small space."\* An article from American Veterinarian even reports that chickens can repel malaria-causing mosquitoes.\*\*

\*quote source: <https://blog.mypetchicken.com/2015/07/17/salmonella-the-cdc-and-handling-pet-chickens/>

\*\*full article: <https://www.americanveterinarian.com/news/chickens-release-chemicals-that-repel-malaria-mosquitoes->

I have attached the guidelines adopted by Larimer county in Colorado regarding backyard chickens. It's a similar demographic and similar neighborhoods to ours. They distinguish the difference between "backyard chickens" and "commercial poultry farm" and have clearly defined rules for both. Neighborhoods such as ours would allow backyard chickens, but not commercial poultry farms. Also, backyard chickens do NOT require all the special fees and application procedures that a commercial poultry farm would in Larimer county.

I am more than happy to discuss poultry concerns regarding smell, disease, noise etc. I'm always available via Zoom, and could potentially meet in-person as well.

Thank you,  
 Lynnora Stary



Planning Division

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

<b>Application:</b>	<b><u>SU20-0004</u>: Special use permit for keeping chickens on a lot less than three (3) acres</b>
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**Brenna Kiu, Planning Assistant**, presented a request for a special use permit to keep chickens on a lot less than 3 acres, located at 1010 South Lenox Drive. The lot is approximately 2,400 square feet in size, and this is the first request for a special use permit. The applicant requests four hens to be kept on the property within a coop and outdoor enclosure located centrally in the rear yard, a significant distance from the side and rear property lines. The rear yard is surrounded by a six-foot-tall wooden privacy fence. She noted that the chickens occasionally be allowed to free roam under the supervision of the applicant. A neighborhood meeting was held, attended by 17 people. The applicant addressed all questions. Staff has received one letter of support. Staff recommends a five-year special use permit. Staff recommends approval of this application.

**Chair Vakas** opened the public hearing. No one signed up to speak on this item. Chair Vakas called for a motion to close the public hearing.

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

*Aye: Corcoran, Breen, Youker, Nelson, Sutherland, Vakas (6)*

*No: (0)*

*Motion was approved 6-0.*

*Motion by Comm. Nelson, seconded by Comm. Sutherland, that SU20-0004 be approved for the following reasons:*

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

*Comm. Nelson's motion included approving SU20-0004 subject to the following stipulations:*

- 1) The special use permit is valid for a period of five (5) years following Governing Body approval, effective the date of adoption of the Resolution.
- 2) The property will be limited to a maximum of four (4) hens only at any one time.
- 3) Chickens may not be bred, boarded or sold for commercial purposes.

*Aye: Corcoran, Breen, Youker, Nelson, Sutherland, Vakas (6)*

*No: (0)*

*Motion was approved 6-0.*

**RESOLUTION NO. 20-1052**

**A RESOLUTION GRANTING A SPECIAL USE PERMIT FOR KEEPING CHICKENS ON A RESIDENTIAL LOT LESS THAN THREE (3) ACRES, SUBJECT, HOWEVER, TO THE STIPULATIONS HEREINAFTER MORE FULLY EXPRESSED.**

**WHEREAS**, Application No. SU20-0004 was filed with the City of Olathe, Kansas, on the 15<sup>th</sup> day of May 2020; and

**WHEREAS**, said Application requested that the City Council of the City of Olathe, Kansas, issue a special use permit for keeping chickens on a residential lot less than three (3) acres on the following described property:

HAVENCROFT LOT 5 BLK 2 OLC

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

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

**WHEREAS**, the Planning Commission and the City Council of the City of Olathe, Kansas, having given the requisite notices by publication and otherwise, and after holding a public hearing on the 13<sup>th</sup> of July 2020, and affording a full and fair hearing to all the property owners, generally, and to other interested persons situated in the affected area or in the vicinity thereof; and

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

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

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

**SECTION ONE:** That Application No. SU20-0004 requesting the issuance of a special use permit for keeping chickens on a residential lot less than three (3) acres on the previously described property, which is presently zoned as R-1 is hereby approved.

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

1. The special use permit is valid for a period of five (5) years following Governing Body approval, effective the date of adoption of the Resolution.
2. The property will be limited to a maximum of four (4) hens only at any one time.
3. Chickens may not be bred, boarded or sold for commercial purposes.

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

**ADOPTED** by the City Council this 4<sup>th</sup> day of August 2020.

**SIGNED** by the Mayor this 4<sup>th</sup> day of August 2020.

**ATTEST:**

\_\_\_\_\_  
Mayor

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

(Seal)

**APPROVED AS TO FORM:**

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



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Public Works

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

**SUBJECT:** Consideration of Consent Calendar

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**ITEM DESCRIPTION:**

Consideration of Consent Calendar.

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**SUMMARY:**

Consent Calendar consists of Project Completion Certificates for Public Works projects.

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**FINANCIAL IMPACT:**

N/A

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**ACTION NEEDED:**

Approve Consent Calendar for August 4, 2020.

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**ATTACHMENT(S):**

- A. Consent Calendar

**City Council Information Sheet**

**Date: August 4, 2020**

**ISSUE: Consent Calendar for: August 4, 2020**

**DEPARTMENT: Public Works**

**SUMMARY:**

**1) PROJECT COMPLETION CERTIFICATES**

- a) Heather Ridge South, 2<sup>nd</sup> Plat – 3-D-017-17 – Sanitary Sewer
- b) Blackbob PS Generator Replacement – 5-C-040-18 – Other: Standby Generator

**2) CHANGE ORDERS**

- a) None

**3) FINAL PAYMENT TO CONTRACTORS**

- a) None

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





# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

---

**DEPARTMENT:** Public Works

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

**SUBJECT:** Supplemental Agreement with Burns & McDonnell Engineering Company, Inc. for design of the Vertical Well Field Improvements Project, PN 5-C-031-18.

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**ITEM DESCRIPTION:**

Consideration of Supplemental Agreement No. 2 with Burns & McDonnell Engineering Company, Inc. for design of the Vertical Well Field Improvements Project, PN 5-C-031-18.

---

**SUMMARY:**

On November 6, 2018, City Council approved a Professional Services Agreement with Burns & McDonnell to provide engineering services necessary for development of a facility plan to outline the phased replacement of the City's vertical wells. This facility plan identified new vertical well locations, provided a prioritized replacement schedule, and included a template well design which will be utilized as the standard design for each replacement well site. The Agreement also included the complete design of the first replacement well, along with all necessary permitting required for construction.

On April 7, 2020, City Council approved a Construction Manager At-Risk (CMAR) agreement with Crossland Heavy Contractors, Inc. for pre-construction services for this project. This included the development of cost estimates, value engineering and construction sequencing in order to develop a Guaranteed Maximum Price (GMP) for the first phase of the project, which will be presented to the City Council for consideration in Fall 2020.

Based on the preliminary cost estimates developed during the pre-construction phase, it was determined that five (5) vertical wells could be constructed within the first phase of the project budget. This Supplemental Agreement No. 2 will allow for the engineering design and permitting of the four (4) additional vertical wells for inclusion with the forthcoming GMP. The total fee for these additional professional services provided under Supplemental Agreement No. 2 is \$160,734, which raises the total fee for all services provided under the Agreement from \$424,488 to \$585,222.

It is anticipated that construction of the new vertical wells will begin in Fall 2020 with completion in Summer 2021.

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**FINANCIAL IMPACT:**

The funding for the Vertical Well Field Improvements Project, as approved in the 2019 Capital Improvement Plan, includes:

Revenue Bonds	\$4,350,425
SDF Funds	\$1,751,075
<b>Total</b>	<b>\$6,101,500</b>

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**MEETING DATE:** 8/4/2020

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**ACTION NEEDED:**

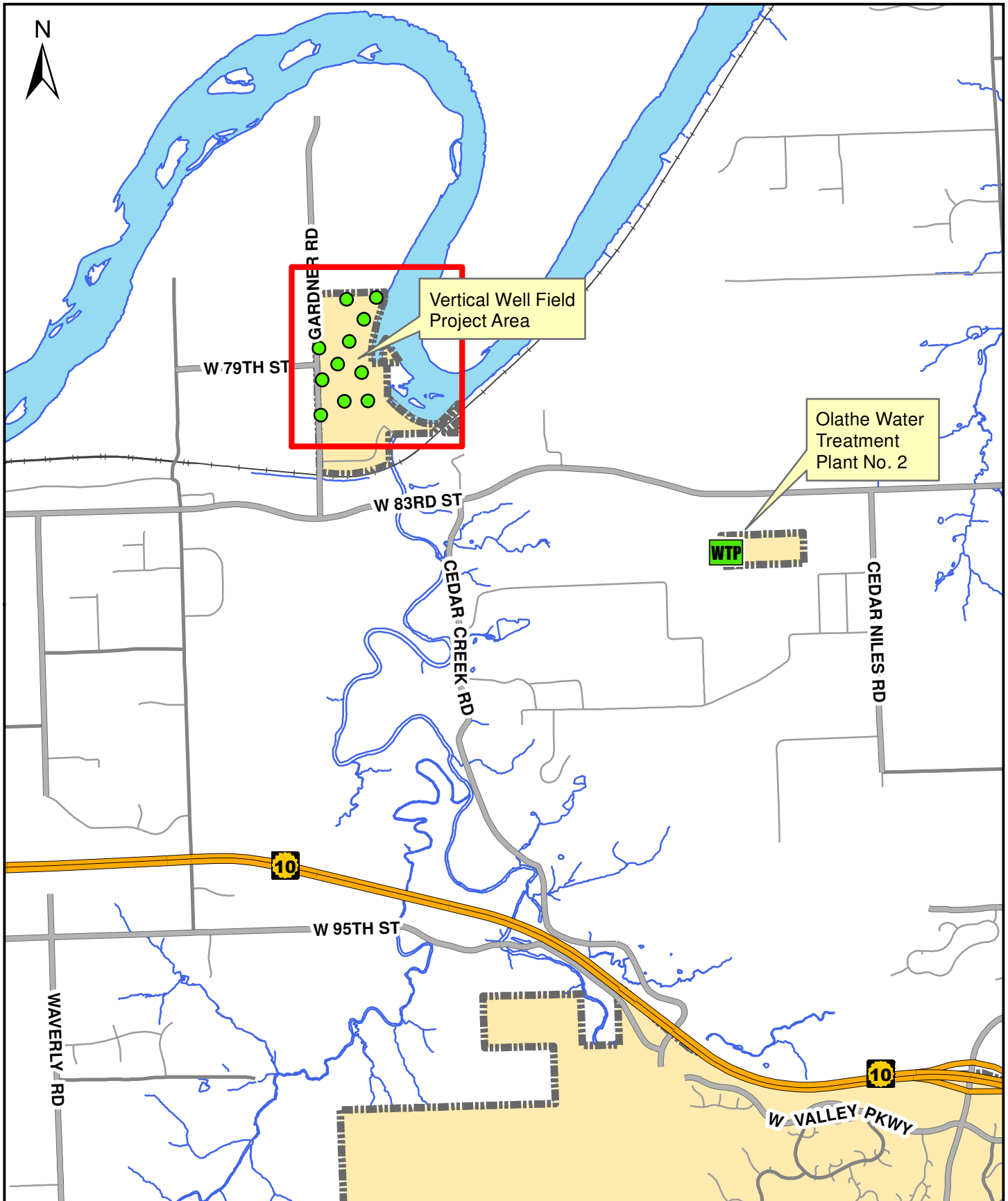
Approval of Supplemental Agreement No. 2 with Burns & McDonnell Engineering Company, Inc. for design of the Vertical Well Field Improvements Project, PN 5-C-031-18.

---

**ATTACHMENT(S):**

- A. Project Location Map
- B. Project Fact Sheet
- C. Supplemental Agreement No. 2

Project Location Map  
Vertical Well Field Improvements Project  
PN 5-C-031-18





**Project Fact Sheet**  
**Vertical Well Field Improvements Project**  
**5-C-031-18**  
**August 4, 2020**

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

**Description:** This project will replace the City's remaining active vertical wells and will add one additional well for a total of nine new vertical wells. Design and construction of each well site will be phased to allow for implementation based on demand projections and available funding.

**Justification:** The 2017 Water Master Plan Update recommended replacing the City's aging vertical well field in order to obtain additional water supply capacity and fully utilize the City's most senior water rights.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	RFQ	07/26/2018
	Consultant Selection	11/06/2018
	Facility Plan Complete	08/09/2019
Construction:	Construction Manager at Risk (CMAR) RFQ	01/08/2020
	Construction Manager Selection	04/07/2020
	Guaranteed Maximum Price (GMP)	Fall 2020 - Estimate
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Approved in CIP	2019-2023	\$17,132,700
Professional Service Agreement	11/06/2018	\$ 407,300
Project Authorization	02/05/2019	\$32,000,000
CMAR Pre-Construction Services	04/07/2020	\$ 20,000
Supplemental Agreement No. 2	08/04/2020	\$ 160,734
CMAR Guaranteed Max Price		
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
Revenue Bonds	\$4,350,425	2019-2021
SDF Funds	\$1,751,075	2018, 2020
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 700,000	\$255,760
Staff	\$ 100,000	\$ 56,323
Misc. Testing	\$ 50,000	\$ 37,000
Inspection	\$ 90,000	\$ 0
Construction	\$5,000,000	\$ 8,000
Contingency	\$ 161,500	\$ 0
<b>Total</b>	<b>\$6,101,500</b>	<b>\$357,083</b>

**SUPPLEMENTAL AGREEMENT NO. 2  
FOR PROFESSIONAL SERVICES  
City of Olathe, Kansas**

This Supplemental Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Olathe, hereinafter referred to as the "City", and Burns & McDonnell Engineering Company, Inc., hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and Consultant have previously entered into an Agreement, dated November 6, 2018 ("the Agreement"), for the Vertical Well Field Improvements Project; PN 5-C-031-18 hereinafter referred to as the "Project"; and

WHEREAS, SECTION II of the Agreement provides that Consultant will provide, with City's concurrence, services in addition to those listed in the Professional Services Agreement, when such services are requested or authorized in writing by the City.

WHEREAS, this Supplemental Agreement No. 2 between the parties heretofore is to provide design services to include project coordination activities for the Project as outlined in **Exhibit A** of this Supplemental Agreement No. 2, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 2 to pay the Consultant for additional services rendered to the City related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary additional professional services under the Agreement, and necessary funds for the payment of said services related to the Project are available and authorized under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

- A. The total fee for the aforementioned additional professional services provided pursuant to this Supplemental Agreement No. 2 is \$160,734, which raises the total fee for all services provided under the Agreement from \$424,488 to \$585,222.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 2, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 2.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be executed as of the day and year first above written.

**CITY OF OLATHE, KANSAS**

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

ATTEST:

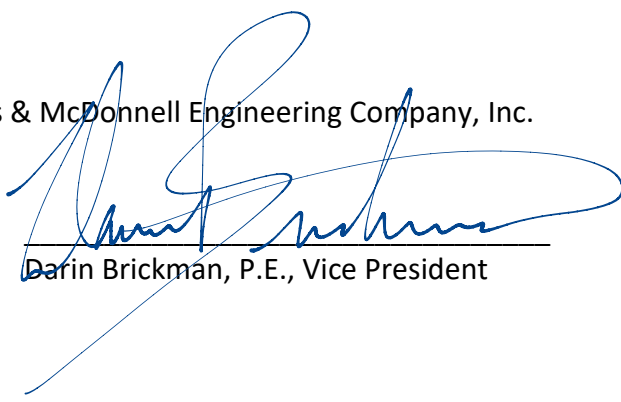
\_\_\_\_\_  
City Clerk

(Seal)

APPROVED AS TO FORM:

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

Burns & McDonnell Engineering Company, Inc.

By:   
Darin Brickman, P.E., Vice President

## **EXHIBIT A**

The City has requested additional services from Consultant related to expansion of the project scope from the development of plans and specifications for one vertical well site to the development of plans and specifications for a total of five vertical well sites. The City has also requested additional design review meetings. The additional services requested by the City, to be provided by the Consultant, are set forth below.

### **Supplemental No. 2    Scope of Services**

1. Consultant will conduct two, 2-hour Design Review Workshops. Consultant will lead the design review meetings between Consultant and the City. The meeting will be attended by the Consultant Project Manager and two additional team members. Consultant will develop meeting agendas and disseminate electronic copies of meeting minutes.
  - a. The first meeting will be to review the 30% design work performed through Task 4 of the Project (as detailed in the scope of services Exhibit B of the Agreement)
  - b. The second will be to review of 60% design drawings prepared for KDHE submittal. Drawings that will be reviewed include:
    - i. Above grade well platform.
    - ii. Electrical improvements.
    - iii. Raw water pipeline
  - c. Consultant will review construction considerations, cost savings, or design improvements identified by the City will incorporate changes into the 90% design documents as appropriate.
2. Consultant will evaluate alternatives to update and repurpose the electrical building room of Horizontal Collector Well No. 2 (HCW2) to include electrical equipment that will power both the HCW2 pumps and the pumps for the redeveloped vertical wells.
  - a. A minimum of two alternate configurations will be developed and reviewed with the City.
  - b. Alternatives will evaluate options to provide back up power, through a diesel generator, for the HCW2 pumps and the vertical well pumps.
  - c. The preferred alternative will be developed as the wellfield site electrical improvements described in Task 5 of the scope of services Exhibit B of the Agreement
3. Amend Task 5 of the Project (as detailed in the scope of services Exhibit B of the Agreement) to increase the total number of wells included in the design package to five. The current Agreement was for the development of one well design. The wells that will be included in the revised design package include: VW1, VW2, VW8, VW6R and VW5. Additional engineering drawings that will be developed for the new wells include (at a minimum):
  - a. Civil Drawings
    - i. Survey Control Sheet1
    - ii. General Notes

- iii. Water Line Key Map
- iv. Overall Site Plan
- v. Well 2 Site Plan
- vi. Well 5 Site Plan
- vii. Well 6R Site Plan
- viii. Well 8 Site Plan
- ix. Well 2 Plan and Profile
- x. Well 5 Plan and Profile
- xi. Well 6R Plan and Profile
- xii. Well 8 Plan and Profile

### **Responsibilities of the City**

City to provide:

- Provide a topographic survey around each well site (VW1, VW2, VW8, VW6R, and VW5) along the proposed raw water pipeline route.
- Provide a topographic survey around HCW2.
- Provide topographic surveys in digital form to Consultant.
- City to contract directly with a geotechnical drilling contractor to complete a minimum of four shallow borings along the alignment of the raw water line for around the well field.
- City to provide details regarding the elevation of the raw water main header line at all tie in locations for new water lines.

### **Clarifications and Assumptions**

- Construction phase services are not included.
- This supplemental agreement does not include development of a site grading plan.



Supplemental No. 2 Fee Breakdown

	Total Labor-Hours									B&McD Labor Cost
<u>Description</u>	15 <u>Assoc II</u>	14 <u>Assoc I</u>	13 <u>Senior II</u>	12 <u>Senior I</u>	11 <u>Staff II</u>	10 <u>Staff I</u>	9 <u>Asst. III</u>	8 <u>Detailing</u>	<u>Subtotal</u>	
<b><u>BMR920A Rate Sheet (Hourly Billing Rate \$/hr)</u></b>	<b>\$249</b>	<b>\$245</b>	<b>\$237</b>	<b>\$213</b>	<b>\$189</b>	<b>\$175</b>	<b>\$151</b>	<b>\$129</b>		
<b>Supplemental No.2 Increased Design Review and Increase in Wells to Five</b>										
Task 1 - Design Review Meetings with City (Two Meetings)	24	24			24				72	16,392
Task 2 - Electrical Building Alternatives Evaluation		24			24				48	10,416
Task 3 - Civil Design and Details for Four Additional Well Sites			60		400			250	710	122,070
QA/QC		24							24	5,880
PM	24								24	5,976
Total Supplemental	48	72	60		448			250	878	\$160,734



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Public Works

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

**SUBJECT:** Contract with Olsson, Inc. for design of the 119<sup>th</sup> Street Arterial Mill and Overlay Project, PN 3-P-001-21, and the Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-21.

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**ITEM DESCRIPTION:**

Consideration of a Professional Services Agreement with Olsson, Inc. for design of the 119<sup>th</sup> Street Arterial Mill and Overlay Project, PN 3-P-001-21, and the Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-21.

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**SUMMARY:**

On March 11, 2020, the City advertised a Request for Qualifications (RFQ) for engineering companies to provide design services to improve 119<sup>th</sup> Street (Ridgeview Road to Renner Boulevard and Strang Line Road to Black Bob Road) and Ridgeview Road (Sheridan Street to Santa Fe Street). Nine (9) firms responded to the RFQ. After reviewing all proposals, the selection committee chose Olsson, Inc. as the most qualified firm.

The \$194,564 Professional Services Agreement provides engineering services necessary for design of the street preservation project, including survey of existing conditions, utility coordination, public involvement, development of construction plans in accordance with Olathe design standards and specifications, cost estimates, assistance with bidding of project for construction, and assistance as needed throughout construction.

Improvements will include milling and asphalt resurfacing, base and subgrade repairs (as needed), concrete curb and sidewalk replacement, installation of ADA compliant sidewalk ramps, installation of 8' concrete shared use paths on 119<sup>th</sup> Street and placement of pavement markings.

It is anticipated that design will begin immediately following approval of this agreement. Staff will bring the construction contracts to the City Council for consideration in Spring 2021. Improvements are expected to be completed in 2021.

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**FINANCIAL IMPACT:**

The design of these projects is funded from the City of Olathe's 2020 Street Preservation Program authorized on January 7, 2020. The construction of these projects will be funded from the City of Olathe's 2021 Street Preservation Program to be authorized in January 2021. Authorized revenue for the 2020 Street Preservation Program includes:

CIP Fund Cash	\$ 2,200,000
CPR Fund Cash	\$ 800,000
G.O. Bonds	\$ 1,000,000

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**MEETING DATE:** 8/4/2020

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Street Maintenance Sales Tax	\$ 9,000,000
<u>Johnson County Assistance Road System (CARS)</u>	<u>\$ 600,000</u>
Total	\$13,600,000

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**ACTION NEEDED:**

Approval of a Professional Services Agreement with Olsson, Inc. for design of the 119<sup>th</sup> Street Arterial Mill and Overlay Project, PN 3-P-001-21, and the Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-21.

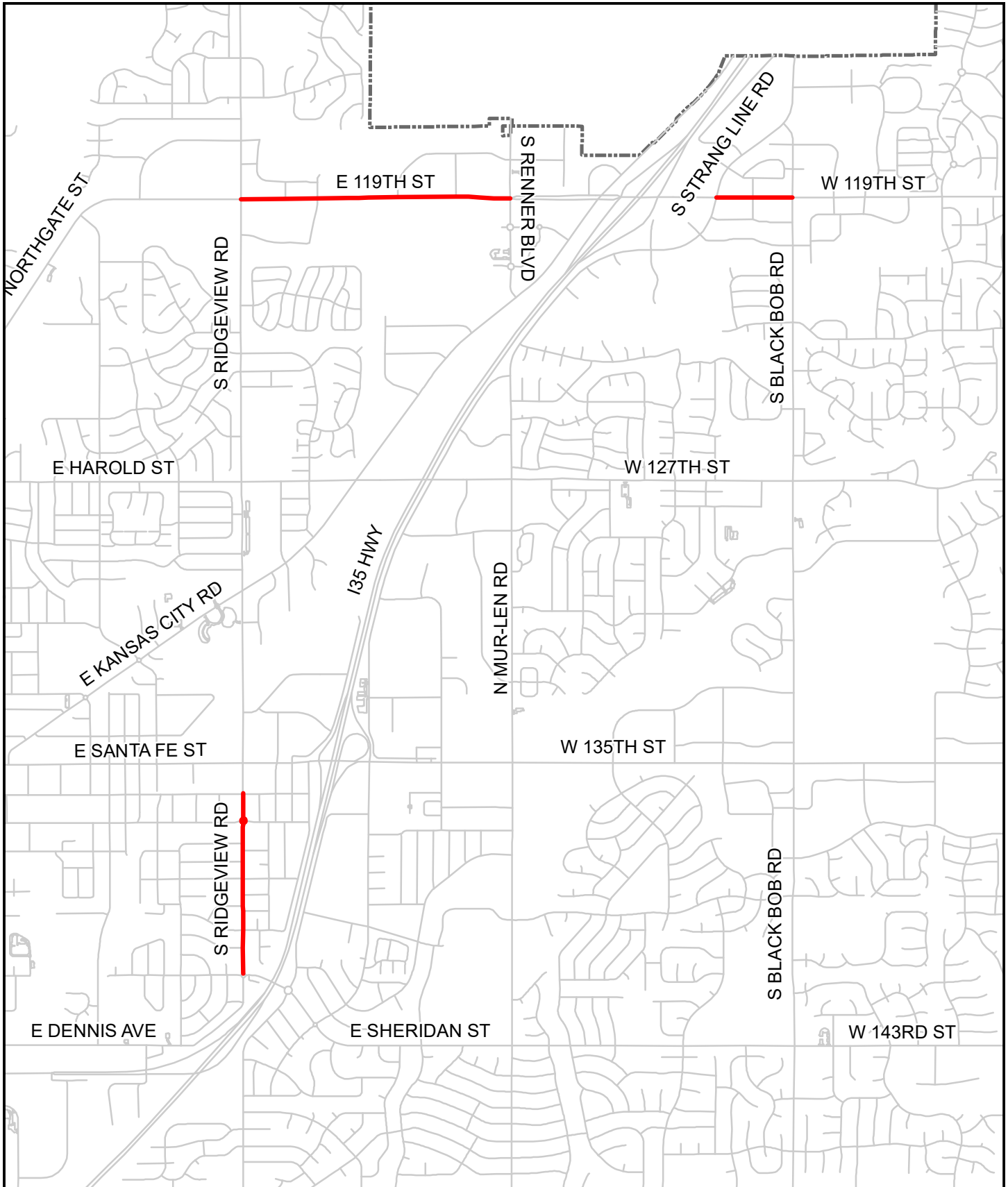
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**ATTACHMENT(S):**

- A. Project Location Map
- B. Project Fact Sheet
- C. Professional Services Agreement

# Project Location Map

119th Street Arterial Mill and Overlay Project, PN 3-P-001-21  
Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-21





**Project Fact Sheet**  
**119<sup>th</sup> Street Arterial Mill and Overlay Project**  
**PN 3-P-001-21**  
**Ridgeview Road Arterial Mill and Overlay Project**  
**PN 3-P-002-21**  
**August 4, 2020**

Attachment B

**Project Manager:** Beth Wright / Nico Estrada-Stephen

**Description:** The 119<sup>th</sup> Street Arterial Mill and Overlay Project and the Ridgeview Road Arterial Mill and Overlay Project will include milling and asphalt resurfacing, base and subgrade repairs (as needed), concrete curb and sidewalk replacement, installation of ADA compliant sidewalk ramps, installation of 8' concrete shared use paths on 119<sup>th</sup> Street and placement of pavement markings.

**Justification:** The 119<sup>th</sup> Street Arterial Mill and Overlay Project and the Ridgeview Road Arterial Mill and Overlay Project provides an asphalt mill and overlay of both 119<sup>th</sup> Street and Ridgeview Road, which are deteriorated to a condition in need of Street Preservation Program projects.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	RFQ	03/11/2020
	Consultant Selection	08/04/2020
Construction:	Bid Award	04/2021- Estimate
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Approved in CIP (Street Reconstruction Program)	2019-2023	\$89,300,000
Project Authorization (2020 Street Preservation Program)	01/07/2020	\$13,600,000
Professional Service Agreement	08/04/2020	\$194,564
Project Authorization (2021 Street Preservation Program)		
Contract Award		
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
2020 Street Preservation Program	\$205,000	2020
2021 Street Preservation Program	\$2,955,000	2021
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$ 195,000	\$0
Staff	\$ 100,000	\$0
Construction	\$ 2,700,000	\$0
Inspection	\$ 10,000	\$0
Other Project Costs	\$ 5,000	\$0
Contingency	\$ 150,000	\$0
<b>Total</b>	<b>\$ 3,160,000</b>	<b>\$0</b>

## **PROFESSIONAL SERVICES AGREEMENT**

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

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

### **119<sup>th</sup> Street Arterial Mill and Overlay Project**

Ridgeview Road to Renner Boulevard &  
Strang Line Road to Black Bob Road  
Project No. 3-P-001-21

### **Ridgeview Road Arterial Mill and Overlay Project**

Sheridan Street to Santa Fe Street  
Project No. 3-P-002-21

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

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

## **SECTION I - DEFINITIONS**

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

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

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

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

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

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

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

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

"Project" is as above described.

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

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

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

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

## SECTION II - COMPENSATION

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

1. Total Fee: City agrees to pay Consultant an amount not to exceed One Hundred Ninety-Four Thousand, Five Hundred Sixty-Four Dollars (\$194,564.00), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein. The fee shall be allocated as follows:

P.N. 3-P-001-21	\$120,097.00
P.N. 3-P-002-21	\$74,467.00
2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Seven Thousand, Two Hundred Seventy Dollars (\$7,270.00) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

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

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



beyond the control of Consultant, providing services necessitated in the event the Professional Services are suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.

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

#### **C. BILLING & PAYMENT**

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

#### **D. SCHEDULE**

All services must be completed on or before December 31, 2021.

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

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

Project as described below:

**A. PRELIMINARY DESIGN PHASE**

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

Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. If City will be responsible for acquiring the necessary Right-of-Way or easements, a survey of the areas needed, title report (with last deed), and other necessary information will be provided with two copies of the preliminary construction plans to City. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans.

## **B. FINAL DESIGN PHASE**

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

## **C. BIDDING PHASE**

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B**, attached hereto and incorporated by reference.

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

**D. CONSTRUCTION PHASE**

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

these are solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.

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

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

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Reid Catt. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
3. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties,

Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.

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

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

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

City will provide to Consultant information and criteria regarding City's requirements for

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

**B. ACCESS**

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

**C. DUTIES**

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

**D. PROGRAM AND BUDGET**

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

**E. ADMINISTRATIVE SERVICES**

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

**F. BOND FORMS**

City will furnish all bond forms required for the Project.

**G. PROJECT REPRESENTATIVE**

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

**SECTION V - GENERAL PROVISIONS**

**A. TERMINATION**

1. Notice: City reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) or for its

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

Address for Notice:

City of Olathe  
Attn: Nico Estrada-Stephen  
1385 S. Robinson Drive  
Olathe, KS 66061

Olsson, Inc.  
Attn: Ryan Fleming  
7301 West 133<sup>rd</sup> Street, Suite 200  
Overland Park, KS 66213

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to



be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

## **B. DISPUTE RESOLUTION**

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

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

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

## **D. INSURANCE**

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit E (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit F – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts

designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

#### **E. INDEMNITY**

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

**F. AFFIRMATIVE ACTION/OTHER LAWS**

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

Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

**G. ENTIRE AGREEMENT**

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

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

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

**I. NO THIRD-PARTY BENEFICIARIES**

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

**J. INDEPENDENT CONTRACTOR**

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

**K. DELIVERABLES**

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

3. Conformed To Construction Drawings (“As Built” Drawings): Following construction, City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant may rely on the information provided by City in preparing such documents, subject to the professional standard of care required by this Agreement.

**M. COVENANT AGAINST CONTINGENT FEES**

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

**N. COMPLIANCE WITH LAWS**

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

**O. TITLES, SUBHEADS AND CAPITALIZATION**

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

**P. SEVERABILITY CLAUSE**

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

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

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

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

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

R. EXECUTION OF CONTRACT

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

**CITY OF OLATHE, KANSAS**

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

ATTEST:

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


(Seal)

APPROVED AS TO FORM:

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

**OLSSON, INC.**

By:  \_\_\_\_\_  
Project Manager  
Ryan Fleming, PE  
7301 West 133<sup>rd</sup> Street, Suite 200  
Overland Park, KS 66213

By:  \_\_\_\_\_  
Vice President  
Jamie Fain, PE  
7301 West 133<sup>rd</sup> Street, Suite 200  
Overland Park, KS 66213

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OF EXHIBITS**

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



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

## **EXHIBIT A**

### **119<sup>th</sup> Street Arterial Mill and Overlay Project, PN 3-P-001-21**

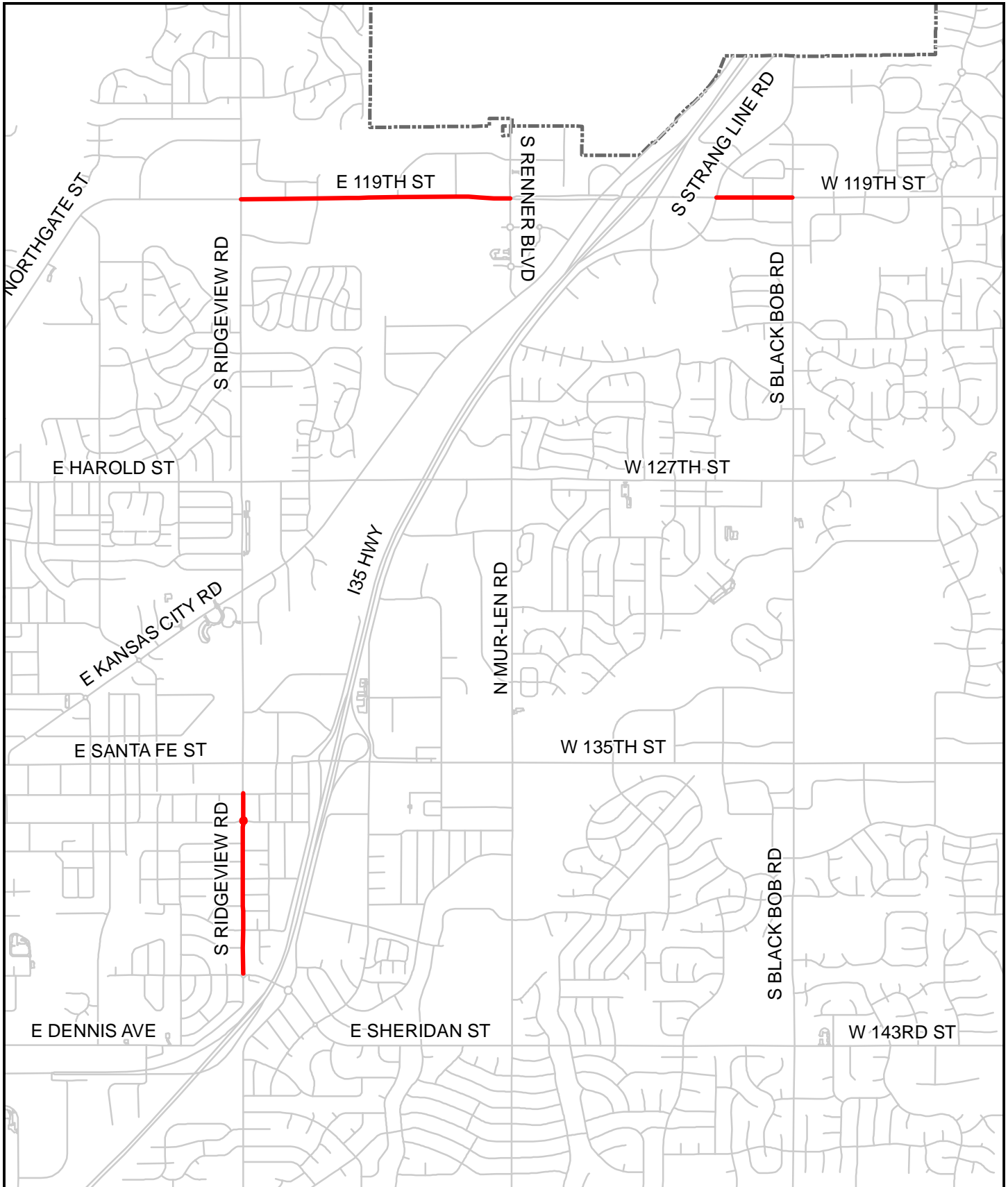
The project scope includes: 2" milling and asphalt resurfacing, base and subgrade repair (as needed), pavement markings, spot concrete curb and gutter replacement, spot concrete sidewalk replacement, 8' shared use path, ADA ramp replacement, and traffic signal improvements. The limits of the project are from Ridgeview Road to Renner Boulevard and from Strang Line Road to Black Bob Road.

### **Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-21**

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

# Project Location Map

119th Street Arterial Mill and Overlay Project, PN 3-P-001-21  
Ridgeview Road Arterial Mill and Overlay Project, PN 3-P-002-21



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

**EXHIBIT B**  
**SCOPE OF ENGINEERING SERVICES**  
**FOR 119<sup>th</sup> Street**  
**(Ridgeview Road to Renner Boulevard &**  
**Strang Line Road to Black Bob Road)**  
**Mill and Overlay Project**  
**PN 3-P-001-21**

**SCOPE OF SERVICES**  
*Consulting Engineer Responsibilities*

**Scope of project:**

This 119<sup>th</sup> Street project from Ridgeview Road to Renner Road and also from Strang Line Road to Black Road will include 2" milling and asphalt resurfacing, base and subgrade repair (as needed), pavement markings, spot concrete curb and gutter replacement, spot concrete sidewalk replacement, 8' shared use path, and ADA ramps.

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

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

**Task 1. Data Collection**

- 1.1 Request a digital topographic map and AIMS base-mapping obtained from the City of Olathe with the project area consisting of a one (1) foot contour interval and 1" = 50' scale for mill & overlay improvements.
- 1.2 Aerial Photogrammetric Drone Survey
  - A. Set approximately twenty (20) targets for control.
  - B. Complete drone orthophotos for approximately 1 mile by 300 feet swath with approximately one-half inch pixel resolution utilizing dragonfly drone.
  - C. Post-flight processing and delivery.
- 1.3 Topographic Survey
  - A. Locate section corners and set control to tie into Drone Survey, and for plan reference.
  - B. Complete necessary hard shots to supplement drone survey for ADA tie-ins, storm system modifications, shared-use path, etc. We have included an allowance of 1 day of field and office work for supplemental topography shots.

**Task 2. Preliminary Design**

**2.1 Design**

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

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

- A. Cover sheet
- B. Typical Sections
- C. Pavement Design (City provided)
- D. Plan Sheets
  - 1. Plan Scale 1"=50'
- E. Traffic Signal Modifications
  - 1. Detection Modifications at Winchester – Replace all Stop Bar Loops with Radar
  - 2. Detection Modifications at Strang Line Road – Replace all Stop Bar Loops with Radar
  - 3. Signal & Pedestal Pole, Detection Modifications at Target Signal – Modify poles on the south side of 119<sup>th</sup> Street to accommodate widened sidewalk as required and replace all Stop Bar Loops with Radar
  - 4. Detection Modifications at Black Bob Road – Replace all Stop Bar Loops with Radar
- F. Street Lighting Modifications
  - 1. Relocation of One Street Light Pole between Strang Line Road and the Target Signal along the south side of 119<sup>th</sup> Street
- G. Preliminary Pavement Marking and Signing.
- H. Preliminary Traffic Control: City standard detail sheets
- I. QA/QC
- J. Preliminary cost estimate shall be furnished based on the experience and qualifications of the consulting engineer/architect's best judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement requested.

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

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

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

**2.6** Acquisition services to include the creation of property legal descriptions and tract map exhibits (assume 5 tracts).

**Task 3. Final Design**

**3.1** Prepare detailed plans and specifications.

- A. Cover sheet
- B. Typical sections
- C. Pavement design (City provided)
- D. Quantity Summary Tables
- E. Plan Sheets (Scale as stated in Preliminary Design)
- F. Intersection Details;
  - 1. Ramp locations

- 2. ADA plan and details
- G. Pavement Marking and Signing
- H. Traffic Signal Modifications
  - 1. Detection Modifications at Winchester
  - 2. Detection Modifications at Strang Line Road
  - 3. Signal Pole, Pedestal Pole, Detection Modifications at Target Signal
  - 4. Detection Modifications at Black Bob Road
- I. Street Lighting Modifications
  - 1. Relocation of One Street Light Pole between Strang Line Road and the Target Signal along the south side of 119<sup>th</sup> Street
- J. Pavement Marking & Signing
- K. Traffic Control Standard Details
- L. Tree replacement/landscaping plan for removed trees/landscaping
- M. Address comments from the City
- N. QA/QC

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

#### **Task 4. PS&E**

- 4.1** Preparation of bid documents from City boilerplates will be performed by the consultant.
- 4.2** Provide a detailed opinion of probable cost (including appropriate contingency).
- 4.3** Provide 90% plans and cost opinion to City for review.
- 4.4** Upon receipt of City comments on 90% submittal, make necessary modifications and furnish eight (8) sealed copies of final plans and specifications.
  - A. Plan sets will be provided as follows:
    - half-size (11" X 17") – six (6) sets
    - full-size (22" X 34") – two (2) sets
  - B. These plans are to be provided at no additional cost and are separate from those sold to prospective bidders.
- 4.5** Address final comments and meet with the City at the time of the completion of final plans.

#### **Task 5. Project Manual**

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

#### **Task 6. Bidding**

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

## **Task 7. Construction Services**

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

## **Task 8. Expenses**

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

## ***City Responsibilities***

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

## ***Exclusions***

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



**EXHIBIT B**  
**SCOPE OF ENGINEERING SERVICES**  
**for Ridgeview Road**  
**(Sheridan Street to Santa Fe Street)**  
**Mill and Overlay Project**  
**PN 3-P-002-21**

**SCOPE OF SERVICES**

*Consulting Engineer Responsibilities*

**Scope of project:**

This Ridgeview Road project from Sheridan Street to Santa Fe Street will include 2" milling and asphalt resurfacing, base and subgrade repair (as needed), pavement markings, spot concrete curb and gutter replacement, spot concrete sidewalk replacement, consideration of an 8' shared use path, and ADA ramps.

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

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

**Task 1. Data Collection**

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

**1.2** Aerial Photogrammetric Drone Survey

- A. Set approximately twenty (20) targets for control.
- B. Complete drone orthophotos for approximately 1 mile by 200 feet swath with approximately one-half inch pixel resolution utilizing dragonfly drone.
- C. Post-flight processing and delivery.

**1.3** Topographic Survey

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

**Task 2. Preliminary Design**

**2.1** Design

- A. Develop design criteria for the project and discuss with the City.
  - B. Perform field walk thru with city staff to determine locations of curb, sidewalk/path and ADA ramp replacements.
  - C. Prepare base map at a scale of 1"= 50'.
- 2.2** Prepare a study to analyze options for adding an 8-foot shared use path along one side of the corridor.
- A. Plan depicting location and impacts of shared use path
  - B. Cost estimate of share use path
- 2.3** Develop preliminary plans (standard details will be provided electronically by the City):
- A. Cover sheet
  - B. Typical Sections
  - C. Pavement Design (City provided)
  - D. Plan Sheets
    - 1. Plan Scale 1"=50'
  - E. Preliminary Traffic Control: detailed design layout for interior lane closure and/or city standard detail sheet.
  - F. Preliminary Pavement Marking and Signing.
  - G. QA/QC
  - H. Preliminary cost estimate shall be furnished based on the experience and qualifications of the consulting engineer/architect's best judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement requested.
- 2.4** Submit three (3) half-size sets of preliminary plans to City for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.
- 2.5** Submit one (1) half-size set of preliminary plans to each utility company for preparation and coordination with utility companies for any relocations, if necessary.
- 2.6** Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans.
- 2.7** Acquisition services to include the creation of property legal descriptions and tract map exhibits (assume 4 tracts).

### **Task 3. Final Design**

- 3.1** Prepare detailed plans and specifications.
- A. Cover sheet
  - B. Typical sections
  - C. Pavement design (City provided)
  - D. Quantity Summary Tables
  - E. Plan Sheets (Scale as stated in Preliminary Design)
  - F. Intersection Details;
    - 1. Ramp locations
    - 2. ADA plan and details
  - G. Pavement Marking and Signing
  - H. Traffic control standard details
  - I. Address comments from the City
  - J. QA/QC
- 3.2** Submit three (3) half-size sets of final plans to City for review.

**Task 4. PS&E**

- 4.1 Preparation of bid documents from City boilerplates will be performed by the consultant.
- 4.2 Provide a detailed opinion of probable cost (including appropriate contingency).
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**Task 5. Project Manual**

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

**Task 6. Bidding**

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

**Task 7. Construction Services**

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

**Task 8. Expenses**

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

***City Responsibilities***

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

***Exclusions***

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

**EXHIBIT C**  
**Fee & Rate Schedule**

MAN-HOUR ESTIMATE - 119th Street (Ridgeview Road to Renner Boulevard & Strang Line Road to Black Bob Road)																			
	Hourly Rate	\$190.00	\$159.00	\$134.00	\$120.00	\$101.00	\$91.00	\$87.00	\$124.00	\$118.00	\$150.00	\$160.00	\$120.00	\$150.00	\$110.00	\$89.00			
Task No.	Description of Work Items / Tasks	PM/SE	SPE	Proj Eng	PE	AE	Tech	Assoc. Tech	Geo Eng	LA	UAV Op	SRVY (2 MC)	SRVY (1 MC)	Sen SVY	SVY Tech	Admin	Total Manhours	Total Labor Fee	Subtotal
<b>1</b>	<b>Data Collection</b>																		
	Prepare Base Maps						16	16							10		42	\$3,948	\$3,948.00
	Drone Photogrammetric Survey										22		6				28	\$4,020	\$4,020.00
	Supplemental Topographic Survey	2		2								8	8	4	3		27	\$3,818	\$3,818.00
		2	0	2	0	0	16	16	0	0	22	8	14	4	13	0	97		\$11,786.00
<b>2</b>	<b>Preliminary Design</b>																		
	Project Management	16															16	\$3,040	\$3,040.00
	Prelim Project Walk Through	6				6		12									24	\$2,790	\$2,790.00
	Prelim Design Plans																		
	Front End Plans (Cover, Typicals, Details, etc.)	4				20	20										44	\$4,600	\$4,600.00
	Roadway Plan Sheets	12				24	28	20									84	\$8,992	\$8,992.00
	Traffic Signal Modifications (4 locations)	4		10		22	45										81	\$8,417	\$8,417.00
	Street Lighting Modifications	1		2		6	12										21	\$2,156	\$2,156.00
	Pavement Marking Plan			4		8	16										28	\$2,800	\$2,800.00
	Traffic Control Details			1		2	8										11	\$1,064	\$1,064.00
	QA/QC	4				5											9	\$1,265	\$1,265.00
	Preliminary Cost Estimate/Quantities	2				5		10									17	\$1,755	\$1,755.00
	Plan Submission					3		8									11	\$999	\$999.00
	Utility Coordination	16				8	16										40	\$5,304	\$5,304.00
	Field Check of Plans	8				8		10									26	\$3,198	\$3,198.00
	Legal Descriptions and Tract Map Exhibits (Assume 5 tracts)													10	20		30	\$3,700	\$3,700.00
		73	0	17	0	117	145	60	0	0	0	0	0	10	20	0	442		\$50,080.00
<b>3</b>	<b>Final Design</b>																		
	Project Management	12															12	\$2,280	\$2,280.00
	Detailed Finals Plans & Specs																		
	Plan Revisions based on Prelim comments	6				16		16									38	\$4,148	\$4,148.00
	Plan Sheets	8				24		24									56	\$6,032	\$6,032.00
	Intersection, Ramp Details/Design, ADA Plan/Details	6				8		16									30	\$3,340	\$3,340.00
	Traffic Signal Modification (4 Locations)	4		5		15	30										54	\$5,675	\$5,675.00
	Street Lighting Modifications	1		1		5	10										17	\$1,739	\$1,739.00
	Pavement Marking Plan	1		1		10	20										32	\$3,154	\$3,154.00
	Traffic Control Details	1		1		2	8										12	\$1,254	\$1,254.00
	Tree Replacement/Landscaping Plan	1								8							9	\$1,134	\$1,134.00
	Probable Costs and Quantities	1				5		5									11	\$1,130	\$1,130.00
	QA/QC	4															4	\$760	\$760.00
	Plan Submission and Revisions based on comments	4				8		16									28	\$2,960	\$2,960.00
		49	0	8	0	93	68	77	0	8	0	0	0	0	0	0	303		\$33,606.00
<b>4</b>	<b>PS&amp;E</b>																		
	Final Docs	8				12		12									32	\$3,776	\$3,776.00
	Probable Costs	4				6		6									16	\$1,888	\$1,888.00
	Plan & Cost for City Review					5		10									15	\$1,375	\$1,375.00
		12	0	0	0	23	0	28	0	0	0	0	0	0	0	0	63		\$7,039.00
<b>5</b>	<b>Project Manual</b>																		
	Plans & Specs for Bidders	12				20		24									56	\$6,388	\$6,388.00
		12	0	0	0	20	0	24	0	0	0	0	0	0	0	0	56		\$6,388.00
<b>6</b>	<b>Bidding</b>																		
	Bidding Docs	4				4		4									12	\$1,512	\$1,512.00
	Answer Bidding Questions	2				2											4	\$582	\$582.00
	Assist in Analyzing Bids	2				2		2									6	\$756	\$756.00
		8	0	0	0	8	0	6	0	0	0	0	0	0	0	0	22		\$2,850.00
<b>7</b>	<b>Construction Services</b>																		
	Shop Drawings & Submittals	2				2		4									8	\$930	\$930.00
	Construction Questions and Meetings	1				2		4									7	\$740	\$740.00
	Prepare Final Record Drawings	1				4		8									13	\$1,290	\$1,290.00
	Plan Revisions	1				2		8									11	\$1,088	\$1,088.00
		5	0	0	0	10	0	24	0	0	0	0	0	0	0	0	39		\$4,048.00
	<b>Total Manhours</b>	161	0	27	0	271	229	235	0	8	22	8	14	14	33	0	1022		
	<b>Total Labor, OH &amp; Profit</b>	\$30,590	\$0	\$3,618	\$0	\$27,371	\$20,839	\$20,445	\$0	\$944	\$3,300	\$1,280	\$1,680	\$2,100	\$3,630	\$0		\$115,797	\$115,797.00
	<b>Total Labor, OH, Profit &amp; Expenses</b>	\$30,590	\$0	\$3,618	\$0	\$27,371	\$20,839	\$20,445	\$0	\$944	\$3,300	\$1,280	\$1,680	\$2,100	\$3,630	\$0			\$120,097.00

EXPENSES	
Travel, mile (car)	\$280
Plots (Full and Half Size)	\$720
Misc Exp (Copies, Mailings, Reports)	\$300
UAV Equipment	\$500
Title Work (5 Properties) @ \$500	\$2,500
<b>Total Expenses</b>	<b>\$4,300</b>

MAN-HOUR ESTIMATE - Ridgeview Road (Sheridan Street to Santa Fe Street)																			
	Hourly Rate	\$190.00	\$159.00	\$134.00	\$120.00	\$101.00	\$91.00	\$87.00	\$124.00	\$118.00	\$150.00	\$160.00	\$120.00	\$150.00	\$110.00	\$89.00			
Task No.	Description of Work Items / Tasks	PM/SE	SPE	Proj Eng	PE	AE	Tech	Assoc. Tech	Geo Eng	LA	UAV Op	SRVY (2 MC)	SRVY (1 MC)	Sen SVY	SVY Tech	Admin	Total Manhours	Total Labor Fee	Subtotal
<b>1</b>	<b>Data Collection</b>																		
	Prepare Base Maps						12	16									28	\$2,484	\$2,484.00
	Drone Photogrammetric Survey										12		5				17	\$2,400	\$2,400.00
	Supplemental Topographic Survey			2								16		3	6		27	\$3,938	\$3,938.00
		0	0	2	0	0	12	16	0	0	12	16	5	3	6	0	72		\$8,822.00
<b>2</b>	<b>Preliminary Design</b>																		
	Project Management	10															10	\$1,900	\$1,900.00
	Prelim Project Walk Through	4				4		8									16	\$1,860	\$1,860.00
	Prepare Shared Use Path Study and Cost Estimate	4				4	24										32	\$3,348	\$3,348.00
	Prelim Design Plans																		
	Front End Plans (Cover, Typical, Details, etc.)	3				12	16										31	\$3,238	\$3,238.00
	Roadway Plan Sheets	4				12		16									32	\$3,364	\$3,364.00
	Traffic Control Plan, Pavement Marking			4		8	16										28	\$2,800	\$2,800.00
	QA/QC	3				3											6	\$873	\$873.00
	Preliminary Cost Estimate/Quantities	2				4		6									12	\$1,306	\$1,306.00
	Plan Submission					2		6									8	\$724	\$724.00
	Field Check of Plans	6				6		8									20	\$2,442	\$2,442.00
	Legal Descriptions and Tract Map Exhibits (Assume 5 tracts)													10	20		30	\$3,700	\$3,700.00
		36	0	4	0	55	56	44	0	0	0	0	0	10	20	0	225		\$25,555.00
<b>3</b>	<b>Final Design</b>																		
	Project Management	6															6	\$1,140	\$1,140.00
	Detailed Finals Plans & Specs																		
	Plan Revisions based on Prelim comments	2				10		12									24	\$2,434	\$2,434.00
	Plan Sheets	3				10		20									33	\$3,320	\$3,320.00
	Intersection, Ramp Details/Design, ADA Plan/Details	3				8		16									27	\$2,770	\$2,770.00
	Traffic Control Plan & Pavement Marking	1		2		6	12										21	\$2,156	\$2,156.00
	QA/QC	3															3	\$570	\$570.00
	Plan Submission and Revisions based on comments	4				6		10									20	\$2,236	\$2,236.00
	Probable Costs and Quantities	1				3		3									7	\$754	\$754.00
		23	0	2	0	43	12	61	0	0	0	0	0	0	0	0	141		\$15,380.00
<b>4</b>	<b>PS&amp;E</b>																		
	Final Docs	4				8		12									24	\$2,612	\$2,612.00
	Probable Costs	4				6		6									16	\$1,888	\$1,888.00
	Plan & Cost for City Review					4		8									12	\$1,100	\$1,100.00
		8	0	0	0	18	0	26	0	0	0	0	0	0	0	0	52		\$5,600.00
<b>5</b>	<b>Project Manual</b>																		
	Plans & Specs for Bidders	12				24		24									60	\$6,792	\$6,792.00
		12	0	0	0	24	0	24	0	0	0	0	0	0	0	0	60		\$6,792.00
<b>6</b>	<b>Bidding</b>																		
	Bidding Docs	4				8		8									20	\$2,264	\$2,264.00
	Answer Bidding Questions	4				4		6									14	\$1,686	\$1,686.00
	Assist in Analyzing Bids	2				2		2									6	\$756	\$756.00
		10	0	0	0	14	0	16	0	0	0	0	0	0	0	0	40		\$4,706.00
<b>7</b>	<b>Construction Services</b>																		
	Shop Drawings & Submittals	2				4		6									12	\$1,306	\$1,306.00
	Construction Questions and Meetings	2				4		6									12	\$1,306	\$1,306.00
	Prepare Final Record Drawings	1				3		6									10	\$1,015	\$1,015.00
	Plan Revisions	1				3		6									10	\$1,015	\$1,015.00
		6	0	0	0	14	0	24	0	0	0	0	0	0	0	0	44		\$4,642.00
	<b>Total Manhours</b>	95	0	8	0	168	80	211	0	0	12	16	5	13	26	0	634		
	<b>Total Labor, OH &amp; Profit</b>	\$18,050	\$0	\$1,072	\$0	\$16,968	\$7,280	\$18,357	\$0	\$0	\$1,800	\$2,560	\$600	\$1,950	\$2,860	\$0		\$71,497	\$71,497.00
	<b>Total Labor, OH, Profit &amp; Expenses</b>	\$18,050	\$0	\$1,072	\$0	\$16,968	\$7,280	\$18,357	\$0	\$0	\$1,800	\$2,560	\$600	\$1,950	\$2,860	\$0			\$74,467.00

EXPENSES	
Travel, mile (car)	\$200
Plots (Full and Half Size)	\$720
Misc Exp (Copies, Mailings, Reports)	\$300
UAV Equipment	\$250
Title Work (5 Properties) @ \$300	\$1,500
<b>Total Expenses</b>	<b>\$2,970</b>

# HOURLY BILLING RATES

Team Member	Hourly Rate
Team Leader	\$195
Technical Leader	\$190
Client Manager	\$228
Senior Engineer	\$190
Senior Project Engineer	\$159
Project Engineer	\$134
Associate Engineer	\$120
Assistant Engineer	\$101
Student Engineer	\$67
Senior Landscape Architect	\$157
Senior Project LA	\$134
Project LA	\$125
Associate LA	\$103
Assistant LA	\$85
Senior Planner	\$156
Senior Project Planner	\$139
Project Planner	\$122
Assistant Planner	\$83
Associate Planner	\$101
Senior Scientist	\$156
Senior Project Scientist	\$139
Project Scientist	\$122

Team Member	Hourly Rate
Associate Scientist	\$101
Assistant Scientist	\$83
UAV/Drone Operator	\$132
Senior Surveyor	\$150
Surveyor	\$98
Associate Surveyor	\$79
1- Man Survey Team	\$120
2- Man Survey Team	\$160
Assistant Surveyor	\$64
Technical Manager	\$141
Design Associate	\$112
Design Technician	\$91
Senior Technician	\$110
Associate Technician	\$87
Assistant Technician	\$67
Senior Construction Manager	\$165
Project Construction Manager	\$133
Associate Construction Manager	\$111
Assistant Construction Manager	\$91
Administrative Manager	\$128
Administrative Coordinator	\$89
Office Assistant	\$53
CAD Manager	\$159

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



## EXHIBIT D

### LAND ACQUISITION CHECKLIST FOR CONSULTANT PROJECTS

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

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

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

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the proposed easement(s) and existing easements. Any trees to be removed, fences to be moved, monument signs, and irrigation systems should be noted on the plans. Outlines of buildings are to be shown on the plans so that it is evident how close the easements are to the existing building. Dimensions/bearings for easements to be clearly shown on map. It is acceptable to place all easements on one exhibit as long as each easement is easily identified. If the exhibit is too cluttered, then the easements should be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. EASEMENT SHALL BE CLEARLY VISIBLE ON DRAWING. Johnson County Register of Deeds scans the recorded easement in black and white, so be aware of this when drawing the easement on the tract map. Make sure easement area can easily be seen in black and white.
- b) Property owner's names, mailing address, situs address (if different from mailing address), Johnson County Parcel ID number, and tract number.
- c) Map of tract should show dimensions of tract and property lines clearly marked.
- d) Common errors to avoid: North arrow pointing in the wrong direction, verification that the easement legal description closes upon itself.

\_\_\_\_ Legal description and tract maps shall be signed by a Registered Land Surveyor stating that the ownership, easement legal descriptions, description in the deed for the entire tract only when a total property taking is occurring, and surveys for the easement area have been personally reviewed and determined to be accurate in accordance with the plans for the project. The consultant shall make corrections, at no cost to the City, to fix errors determined by the City or the Johnson County Register of Deeds that are the responsibility of the Registered Land Surveyor. These errors may include but are not limited to clerical errors, inconsistencies between the easement legal description and tract map, easement legal description not closing upon itself, or other errors in requirements on this checklist. **Both legal description and tract map(s) shall be marked Exhibit "A" as referenced in the easement documents.**

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

\_\_\_\_ Submit Documents to Public Works staff in electronic format:

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

**EXHIBIT E**  
**CITY OF OLATHE INSURANCE REQUIREMENTS**

**A.** Consultant shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Consultant's bid.

**B.** Consultant shall maintain the following coverages and minimum limits.

1. Commercial General Liability (CGL): [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit including personal and advertising injury and products - completed operations. Any general aggregate limit should be at least \$2,000,000.
2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by applicable state workers' compensation laws and employer's liability limits or equivalent of \$500,000/\$500,000/\$500,000.
4. Professional Liability: Minimum limits to be \$1,000,000 each claim / annual aggregate.
5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Consultant nor has the City assessed the risk that may be applicable to Consultant. Consultant shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

**C.** Additional Insured. CGL and auto policies must be endorsed to include the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**D.** Verification of Coverage.

1. A certificate of insurance, listing the City as a certificate holder, accompanied by an additional insured endorsement or equivalent.
2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A- VII. Those not meeting this standard must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Consultant.
4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years' post contract.

**E.** Cancellation. Each insurance policy required shall not be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

**F.** Sub-Consultants. All coverages for sub-Consultants must meet all of the requirements stated herein.

**EXHIBIT F**  
**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2020

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

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

<b>PRODUCER</b> SilverStone Group LLC, a HUB International Company 11516 Miracle Hills Drive Suite 100 Omaha NE 68154		<b>CONTACT NAME:</b> Molly Harmon <b>PHONE (A/C. No. Ext):</b> 402-964-5598 <b>E-MAIL ADDRESS:</b> mharmon@ssgi.com <b>FAX (A/C. No):</b> 402-557-6325															
<b>INSURED</b> Olsson, Inc. 7301 W. 133rd St 913-381-1170 Overland Park KS 66213		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Ind. Co. Of America</td> <td>25666</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER D: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER E: ACE AMERICAN INSURANCE COMPANY</td> <td>22667</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Travelers Ind. Co. Of America	25666	INSURER B: Charter Oak Fire Ins. Co.	25615	INSURER C: Travelers Property Casualty Co. of America	25674	INSURER D: Phoenix Insurance Company	25623	INSURER E: ACE AMERICAN INSURANCE COMPANY	22667	INSURER F:	
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INSURER F:																	

## COVERAGES

**CERTIFICATE NUMBER:** 1006890550

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P-630-8D707184	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		P-810-2L645724	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSM-CUP-9H235899	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-9H987803-20-43	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Claims Made			EON G25589993 007	1/1/2020	1/1/2021	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

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

Carrier AM Best's Ratings A+XV.  
Project: 119th Street Arterial Mill and Overlay Project 3-P-001-21. City of Olathe is listed as Additional Insured with respects to General Liability, including completed operations, Automobile Liability as required by written contract. 30 days' Notice of Cancellation provisions apply as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Olathe  
1385 S. Robinson Drive  
Olathe KS 66061

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

**AUTHORIZED REPRESENTATIVE**

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

#### Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:



## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
  - b. While that part of the contract or agreement is in effect; and
  - c. Before the end of the policy period.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2020

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

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

<b>PRODUCER</b> SilverStone Group LLC, a HUB International Company 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	<b>CONTACT</b> NAME: Molly Harmon PHONE (A/C, No, Ext): 402-964-5598 E-MAIL ADDRESS: mharmon@ssgi.com FAX (A/C, No): 402-557-6325														
<b>INSURED</b> Olsson, Inc. 7301 W. 133rd St 913-381-1170 Overland Park KS 66213	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Ind. Co. Of America</td> <td style="text-align: center;">25666</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Ins. Co.</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co. of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D: Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER E: ACE AMERICAN INSURANCE COMPANY</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Ind. Co. Of America	25666	INSURER B: Charter Oak Fire Ins. Co.	25615	INSURER C: Travelers Property Casualty Co. of America	25674	INSURER D: Phoenix Insurance Company	25623	INSURER E: ACE AMERICAN INSURANCE COMPANY	22667	INSURER F:	
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INSURER F:															

**COVERAGES**
**CERTIFICATE NUMBER:** 614239860

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P-630-8D707184	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		P-810-2L645724	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSM-CUP-9H235899	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-9H987803-20-43	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Claims Made			EON G25589993 007	1/1/2020	1/1/2021	PL Each Claim \$5,000,000 PL Aggregate \$5,000,000 PL Ded Per Claim \$350,000

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

Carrier AM Best's Ratings A+XV.  
 Project: Ridgeview Road Arterial Mill and Overlay Project 3-P-002-21. City of Olathe is listed as Additional Insured with respects to General Liability, including completed operations, Automobile Liability as required by written contract. 30 days' Notice of Cancellation provisions apply as required by written contract.

**CERTIFICATE HOLDER**
**CANCELLATION**

 City of Olathe  
 1385 S. Robinson Drive  
 Olathe KS 66061

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

#### Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
  - b. While that part of the contract or agreement is in effect; and
  - c. Before the end of the policy period.

**EXHIBIT G**  
**Certificate of Good Standing to Conduct Business in Kansas**

**STATE OF KANSAS**  
**OFFICE OF**  
**SECRETARY OF STATE**  
**SCOTT SCHWAB**

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

Business Entity ID Number: 2373074

Entity Name: OLSSON, INC.

Entity Type: FOREIGN FOR PROFIT

State of Organization: NE

Resident Agent: REGISTERED AGENTS INC.

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

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

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 13, 2020

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

Certificate ID: 1123414 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Brad Clay/Amy Tharnish

**SUBJECT:** Consideration of renewal of contract to Boone Brothers Roofing for roofing replacement, repair, and maintenance services.

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**ITEM DESCRIPTION:**

Consideration of renewal of contract to Boone Brothers Roofing for roofing replacement, repair, and maintenance services.

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**SUMMARY:**

In 2017, the City completed a request for proposal for roofing replacement, repair, and maintenance services and awarded to Boone Brothers Roofing. Boone Brothers Roofing has provided the City responsive, quality roofing repair service and successfully installed numerous roofing replacements during this period.

Staff recommends renewal of contract with Boone Brothers Roofing at no price increase through August 31, 2021. The City spent approximately \$172,000 in 2019 for roofing services.

Boone Brothers Roofing is an Olathe vendor.

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**FINANCIAL IMPACT:**

Estimated annual expenditures is \$150,000. Expenditures will be charged to the Facility Maintenance budget.

---

**ACTION NEEDED:**

Renewal of contract with Boone Brothers Roofing for roofing replacement, repair, and maintenance services through August 31, 2021.

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**ATTACHMENT(S):**

None

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# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Mary Jaeger/Amy Tharnish

**SUBJECT:** Acceptance of renewal of contract to Core and Main, LP for water utility supplies for the Field Operations Division of Public Works.

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**ITEM DESCRIPTION:**

Acceptance of renewal of contract to Core and Main, LP for water utility supplies for the Field Operations Division of Public Works.

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**SUMMARY:**

In 2017, one (1) bid was received for water utility supplies for the Utility Maintenance Section of Public Works. Water utility supplies include water meter boxes, pipe fittings, valves, and repair parts used by Utility Maintenance for repair and maintenance of water and sewer lines throughout the City.

After researching pricing from vendors in the area, staff recommends renewal of contract to Core and Main for a one (1)-year contract with the option to renew for one (1) additional contract period.

Core and Main, LP has an Olathe location at 11510 S. Strang Line Road.

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**FINANCIAL IMPACT:**

\$200,000. Expenditures will be charged to the repair parts account of the Water & Sewer Funds.

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**ACTION NEEDED:**

Acceptance of renewal of contract to Core and Main, LP through July 2021.

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**ATTACHMENT(S):**

None

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# City of Olathe

## COUNCIL AGENDA ITEM

---

**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Mary Jaeger/Amy Tharnish

**SUBJECT:** Consideration of renewal of contract to Crafc0, Inc. for the purchase of crack repair material for the Field Operations Division of Public Works.

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**ITEM DESCRIPTION:**

Consideration of renewal of contract to Crafc0, Inc. for the purchase of crack repair material for the Field Operations Division of Public Works.

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**SUMMARY:**

Crack Repair Material is used for the repair and maintenance of streets and roadways to prevent further deterioration.

City staff performed testing with various materials and found that Crafc0 crack repair material performed the best for City of Olathe applications. As a result, Street Maintenance has standardized this product, and the equipment used to apply it, for use on City Streets. Staff recommends renewal of contract to Paving Maintenance Supply for a one (1) year term, with the option of additional one (1) year terms.

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**FINANCIAL IMPACT:**

\$210,000 for 2020. Expenditures will be split between the General Fund and Street Preservation Project (PN 3-P-009-20).

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**ACTION NEEDED:**

Consideration of renewal of contract to Crafc0, Inc. for the purchase of crack repair material for the Field Operations Division of Public Works through July 31, 2021.

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**ATTACHMENT(S):**

None

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# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Public Works

**STAFF CONTACT:** Mary Jaeger/Alan Shorthouse

**SUBJECT:** Contract with N.R. Hamm, Quarry, LLC for transfer station operation, hauling and disposal services for the Solid Waste Division of Public Works.

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**ITEM DESCRIPTION:**

Consideration of a contract with N.R. Hamm Quarry, LLC for transfer station operation, hauling and disposal services for the Solid Waste Division of Public Works.

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**SUMMARY:**

On May 4, 2020, two (2) proposals were received to provide transfer station operation, hauling and disposal services. The City's current contract for these services expires on September 30, 2020. The City-owned Transfer Station accepts approximately 100,000 tons of material annually. Two-thirds of the tonnage received is from City's residential and commercial solid waste collection programs.

After review of each proposal and interviews with each respondent, staff recommends award of a contract to N.R. Hamm Quarry, LLC (Hamm). Hamm provided the lowest cost solution and best overall value for the City. Hamm's proposal included a cost of \$28.95 per ton for operation of the City-owned Transfer Station and transportation and disposal of the materials received. Hamm, through a public-private partnership with the City, developed, partially owned and operated the City's transfer station from 1995-2015. Waste Management, Inc. has operated the transfer station since 2015.

---

**FINANCIAL IMPACT:**

Estimated expenses during the initial year of the contract will be \$2,985,585.00 to be funded by the Solid Waste Fund. Expenses shall vary each of the five (5) years of the contract based on tonnage accepted and an annual rate adjustment for inflation and fuel costs. The contract contains a mutual option to extend the agreement for two (2) additional five (5) year periods.

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**ACTION NEEDED:**

Approval of a contract with N.R. Hamm Quarry, LLC for transfer station operation, hauling and disposal services for the Solid Waste Division of Public Works.

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**ATTACHMENT(S):**

- A. Proposal Comparison
- B. Contract

**RFP – Transfer Station Operating, Hauling and Disposal**

Contractor - Disposal	Annual Cost
HAMM	\$ 2,985,585.00
Waste Management	\$ 3,000,023.00

**AGREEMENT FOR**  
**TRANSFER STATION OPERATION, HAULING, AND DISPOSAL SERVICES**

**between the**  
**CITY OF OLATHE**

**and**  
**N.R. Hamm Quarry, LLC**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the City of Olathe ("City"), a political subdivision of the State of Kansas, and \_N.R. Hamm Quarry, LLC\_\_\_\_\_, a limited liability\_\_\_\_\_ corporation (the "Contractor").

**RECITALS**

WHEREAS, City is a major generator of solid waste collected within the City and is authorized to provide for collection and disposal of Solid Waste or contract thereof; and,

WHEREAS, City issued a Request for Proposals for Transfer Station Operation, Hauling, and Disposal Services ("RFP"); and,

WHEREAS, Contractor submitted a proposal in response to the RFP on or before the due date and time; and,

WHEREAS, City received and evaluated the proposals in response to the RFP; and,

WHEREAS, City desires to hire Contractor to provide services specified hereinafter to fulfill its responsibilities under Kansas law; and,

WHEREAS, Contractor has a sanitary landfill permit as required by Kansas law and desires a steady stream of waste to support its investment in providing the services specified; and,

WHEREAS, City and Contractor desire to develop policies and procedures to facilitate efficient and affordable disposal of Construction and Demolition Waste at Contractor's Olathe facility; and,

WHEREAS, Contractor desires to provide those services specified hereinafter; and,

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained the Parties hereby agree to as follows:

**SECTION 1: DEFINITIONS.**

As used herein, the capitalized terms, phrases, words, and their derivations shall have the meanings as set forth herein. The following terms may appear in the text of this Agreement with either upper case or lower case first letters in each word.

**Acceptable Solid Waste.** Solid waste excluding Special Waste.

**Applicable Law.** Any permits, licenses and approvals issued for or with respect to Contractor, equipment

utilized by Contractor, properties (or any component thereof) utilized by Contractor, or the performance of Contractor's obligations hereunder, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard, or similarly binding authority, which in any case, is or shall be enacted, adopted, promulgated, issued, or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor, for the performance of Contractor's obligations hereunder.

**City.** The City of Olathe, Kansas.

**City Council.** The governing body of the City of Olathe, Kansas.

**City Vehicle.** Vehicles that collect, transport, and deliver materials collected through City operations, including Solid Waste and Recyclable Materials.

**Commencement Date.** The date on which the Contractor shall begin providing Transfer Station Operation, Hauling, and Disposal Services. The Commencement Date for Transfer Station Operation, Hauling, and Disposal Services shall be October 1, 2020.

**Construction and Demolition Waste.** Solid Waste resulting from the construction, remodeling, repair and demolition of structures, roads, sidewalks and utilities; untreated wood and untreated sawdust from any source; treated wood from construction or demolition projects; small amounts of municipal Solid Waste generated by the consumption of food and drinks at construction or demolition sites, including, but not limited to, cups, bags, and bottles; furniture and appliances from which ozone depleting chlorofluorocarbons have been removed in accordance with the provisions of the federal clean air act; Solid Waste consisting of motor vehicle window glass; and Solid Waste consisting of vegetation from land clearing and grubbing, utility maintenance, and seasonal or storm-related cleanup. Such wastes include, but are not limited to, bricks, concrete and other masonry materials, roofing materials, soil, rock, wood, wood products, wall or floor coverings, plaster, drywall, plumbing fixtures, electrical wiring, electrical components containing no hazardous materials, non-asbestos insulation and construction related packaging. "Construction and Demolition Waste" shall not include waste material containing friable asbestos, garbage, furniture, and appliances from which ozone depleting chlorofluorocarbons have not been removed in accordance with the provisions of the federal clean air act, electrical equipment containing hazardous materials, tires, drums, and containers even though such wastes resulted from construction and demolition activities. Clean rubble that is mixed with other Construction and Demolition Waste during demolition or transportation shall be considered to be Construction and Demolition Waste.

**Contract Administrator.** The person, or his designee, designated by City to administer and monitor the provisions of this Agreement.

**Contractor.** N.R. Hamm Quarry, L.L.C.

**Customer.** Means (i) City or (ii) any other person approved, in writing, by City for receipt of services from the Contractor via the City Transfer Station.

**Disposal, Dispose, Disposed.** The deposit of any material at a Disposal Site permitted or authorized to manage such materials.

**Disposal Site.** Any area permitted under all Applicable Laws and regulations for the Disposal of Solid Waste from more than one residential premises, or one or more commercial, industrial, manufacturing or municipal operations.

**Loss.** For purposes of indemnification requirements described in Section 42, any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or

otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand, or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of any contract which results from this Agreement.

**Public Disposal Area.** Area within the Transfer Station for self-haul customers to dispose of Solid Waste from vehicles unsuitable for the tipping floor of the Transfer Building.

**Solid Waste.** Garbage, refuse, and other discarded materials, including, but not limited to, solid, semisolid, sludges, liquid and contained gaseous waste materials resulting from industrial, commercial, agricultural and domestic activities. Solid Waste does not include waste tires as defined by subsection (m) of K.S.A. 65-3424, and amendments thereto, hazardous wastes as defined by subsection (f) of K.S.A. 65-3430, and amendments thereto, recyclables or the waste of domestic animals as described by subsection (a)(1) of K.S.A. 65-3409, and amendments thereto.

**Special Waste.** Non-hazardous Solid Waste which requires special handling and documentation including, but not limited to, contaminated soil, sludge, and asbestos-containing material.

**Transfer Building.** The enclosed building being a part of the City's Transfer Station.

**Transfer Station.** The facility owned by the City and located at 1681 South Valley Road, Olathe, KS 66061 where Solid Wastes are consolidated prior to being transported to a final Disposal Site.

**Transfer Station Operation, Hauling, and Disposal Services.** The operating of the City's Transfer Station including, but not limited to, loading and consolidating waste received at the City's Transfer Station in trailers Contractor provides, shuttling empty and full trailers between the trailer parking area(s) and the Transfer Building loading chute; and hauling waste and Disposing of waste from the Transfer Station at the Disposal Site. Transfer Station Operation, Hauling, and Disposal Services exclude any services explicitly designated in the Agreement as the responsibility of the City. In addition, Transfer Station Operation, Hauling, and Disposal Services exclude any services explicitly designated in writing by the City from time to time as the responsibility of the City for the time period specified by the City.

**Transfer Facility.** Any facility which may be utilized as a Delivery Facility in accordance with the requirements of this Agreement, at which the City may deliver and the Contractor may accept Program Recyclable Materials for consolidation prior to being transported to a MRF for Processing.

**Unaccepted Waste.** A portion of a Load that does not comply with the requirements of this Agreement.

## **SECTION 2: TERM OF AGREEMENT.**

This Agreement shall become effective at 12:00 AM, Central Time on the Effective Date. The Contractor shall commence Transfer Operating Services and Disposal Services at 12:00 AM, Central Time on the Commencement Date and shall terminate on September 30, 2025 at 11:59 PM, Central Time. Provided, however, that the term of this Agreement may be extended or renewed for up to (10) ten additional years through two (2) five (5)-year periods. The City reserves the right to extend the Agreement under the same terms and conditions from date of expiration provided such extensions are mutually agreeable to the City and the Contractor and if funds are available to support the continuation of the Agreement. The City and Contractor will have the opportunity to review and consider adjustments to the Annual Rate Adjustment formula (as detailed in Section 27) prior to executing an extension to this Agreement. Any proposed changes to the Annual Rate Adjustment formula upon Agreement renewal will be through an Agreement amendment between the City and Contractor not later than one calendar year prior to expiration of the existing term. Both parties affirmatively commit to begin discussing any proposed changes to the Annual Rate Adjustment at least 18 months prior to expiration of the existing term. To

exercise an optional renewal term, City shall provide written notice to the Contractor not later than one hundred eighty (180) calendar days preceding the scheduled date of expiration of the City's intent to exercise the renewal term. This Agreement or any portion thereof, shall not be sublet without the written consent of the City of Olathe.

### **SECTION 3: RIGHT TO USE CITY TRANSFER STATION.**

- 3.1 Transfer Station Operating Services to City.** City grants Contractor the right to use the City Transfer Station for provision of Transfer Station Operating Services to City pursuant to this Agreement. City shall retain ownership of the City Transfer Station during the term of this Agreement and afterwards.
- 3.2 Transfer Station Operating Services to Other Customers.** Contractor shall provide Operation, Hauling, and Disposal Services at the City Transfer Station to all Customers approved by City provided that all safety requirements agreed upon between Contractor and City are followed. All Customers must complete the transaction, including, but not limited to weighing the vehicle, at the City Transfer Station scale house prior to delivering any materials to the Transfer Building.

### **SECTION 4: EXCLUSIVE TRANSFER STATION OPERATION INCLUDING CONSOLIDATED WASTE HAULING, AND DISPOSAL SERVICES.**

Excluding Construction and Demolition Waste and Special Waste, the City shall use its best efforts to cause all Solid Waste collected by or on behalf of the City to be delivered to the City's Transfer Station. City solid waste operations include:

- (i) Residential Solid Waste collection;
- (ii) Commercial front-load Solid Waste collection;
- (iii) Commercial roll-off Solid Waste collection; and
- (iv) Any other Solid Waste collection program operated by the City.

Excluding (i) items separated from Solid Waste loads as required by KDOT and/or the City, (ii) Construction and Demolition Waste as determined solely by the City, and (iii) and Special Waste, the Contractor shall be the exclusive provider of Transfer Station Operation, Hauling, and Disposal Services for waste accepted at the Transfer Station. For materials excluded, Contractor shall manage such materials in accordance with this Agreement.

This provision in no way guarantees any minimum amount of Acceptable Solid Waste.

At the sole option of the City, the City may deliver Construction and Demolition Waste to the Contractor's Construction and Demolition Waste Landfill. As the owner-operator of the Olathe Construction Demolition Landfill, Hamm will work with City to craft a phased Construction and Demolition Waste diversion plan wherein Construction and Demolition Waste flows will be directed to the Hamm C&D Landfill in Olathe. Diversion of Construction and Demolition Waste will provide increased value for the City of Olathe, improving efficiency, providing cost savings, sustainability improvements, and longer service life of the Transfer Station. Hamm C&D Landfill fee is eighteen dollars (\$18) per ton. Hamm is not requiring all Construction and Demolition Waste received at the Transfer Station to be disposed of at the C&D Landfill; City and Contractor agree to work toward that goal by December 31, 2020. The Contractor shall inspect the material at the City's Transfer Station and approve the load to be transported, by the City, to the Hamm C&D Landfill.

### **SECTION 5: ESTABLISHMENT OF DIVERSION PROGRAMS.**



- 5.1 City's Right to Establish Diversion Programs.** Contractor and City agree that City reserves the right to establish Diversion programs. Contractor and City agree that nothing contained in this Agreement shall be construed to prevent City from establishing diversion programs that reuse, Recycle, Compost, or otherwise divert all or a portion of Acceptable Waste collected by or on behalf of City. Any diversion programs which impact more than twenty percent (20%) of waste stream require both parties to discuss adverse transfer station impacts and negotiate adjustment to rates in good faith. Such impacts shall be measured by a 300-day rolling average.
- 5.2 Contractor's Right to Establish Diversion Programs.** Contractor shall not reuse, Recycle, Compost, or otherwise divert any materials Contractor receives title to via this Agreement without prior written approval of City.

## **SECTION 6: PROVISION OF TRANSFER STATION OPERATION, HAULING, AND DISPOSAL SERVICES.**

City Transfer Station. The City shall provide the City's Transfer Station for the provision Transfer Station Operation, Hauling, and Disposal Services by the Contractor. Excluding items separated from Solid Waste loads as required by the KDOT and/or the City, the Contractor shall be responsible for providing the following services in accordance with the Agreement, and local, state and federal mandates:

- (i) Loading and consolidating waste received at the City's Transfer Station in trailers Contractor provides;
- (ii) Shuttling empty and full trailers between the trailer parking area(s) and the Transfer Building loading chute; and
- (iii) Hauling waste from the Transfer Station and Disposing of waste at the Disposal Site in accordance with this Agreement, and local, state and federal mandates.

## **SECTION 7: CAPACITY OF TRANSFER STATION AND DISPOSAL SITE.**

- 7.1 Capacity of Transfer Station and Hauling Operations.** The Contractor shall ensure a daily capacity of 500 tons per operating day. In the event that the Solid Waste accepted at the Transfer Station exceeds the 500 tons per operating day, the City reserves the right to restrict the use of the Transfer Station by persons or customers other than the City to ensure sufficient capacity for Solid Waste generated from City operations.
- 7.2 Capacity of Disposal Site.** The Contractor shall ensure sufficient capacity at a Disposal Site(s) for all Solid Waste delivered from the Transfer Station. In addition, the Contractor shall identify an alternative Disposal Site. The Contractor shall provide proof of a minimum capacity of 8,000 tons per month at the alternative Disposal Site.

## **SECTION 8: INSPECTION OF LOADS AND UNACCEPTED WASTE.**

- 8.1 Right to Inspect Loads.** Contractor may inspect for compliance with this Agreement each load upon discharge at the Transfer Building at the City Transfer Station.
- 8.2 Procedures for Unaccepted Waste.**
- (a) **Reasons for Unaccepted Waste.** Prior to departure from the City Transfer Station of the vehicle delivering such Load containing Unaccepted Waste, Contractor may designate that portion of a Load as Unaccepted Waste for the following reasons:
- (i) Portion of a Load contains material not allowed by Applicable Law to be accepted at City Transfer Station or the Disposal Site; and

- (ii) Portion of a Load contains material that does not meet the definition of Acceptable Solid Waste under this Agreement.
- (iii) Portion of a Load contains material which is hazardous or creates hazardous conditions.

Contractor may not designate any portion of a Load as Unaccepted Waste for any reason other than those identified in this section, Section 8.2(a).

**(b) Notice of Unaccepted Waste.** If Contractor designates a portion of a Load as Unaccepted Waste, Contractor shall provide written notice to the Contract Administrator within Two (2) hours of discharge at (i) the City Transfer Station if Customer delivers Load to City Transfer Station or (ii) the Disposal Site if City delivers Load to Disposal Site. Contractor shall provide detailed description and photographs evidencing the reason the portion of the Load was designated as an Unaccepted Waste. Contractor shall maintain the Unaccepted Waste separately from other material to afford City the right to inspect as provided in Section 8.2(c) of this Agreement. If Contractor fails to provide notice in accordance with this Section, Contractor shall accept the Unaccepted Waste. For purposes of this section 8.2(b), written notice to the Contract Administrator shall be made to the Contract Administrator's business email address.

**(c) Right to Inspect Unaccepted Waste.** Contractor shall retain the Unaccepted Waste for Eight (8) hours after receipt of written notice of Unaccepted Waste by Contract Administrator. The Contract Administrator may waive the right to inspect the contents of the Unaccepted Waste. Failure to inspect the contents of the Unaccepted Waste within this timeframe shall be deemed a waiver of the right to inspect the contents of the Unaccepted Waste. Any Unaccepted Waste not removed by City from Transfer Building prior to closing hour shall not be subject to penalty of Contractor due to waste remaining on Transfer Station floor overnight.

**(d) Costs of Unaccepted Waste.** City shall manage and handle disposal of the contents of the Unaccepted Waste. City shall not reimburse Contractor for any costs associated with the Unaccepted Waste, unless otherwise prior approved by City in writing.

## **SECTION 9: DAMAGE TO PROPERTY.**

Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Contractor shall repair or replace any private or public property at the Transfer Station which is damaged by Contractor. If the loss or damage is expected to be in excess of One Thousand Dollars (\$1,000), Contractor shall notify the Contract Administrator of damage to private or public property at the Transfer Station within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage. In addition, Contractor shall make a reasonable effort to contact the owner of the private or public property which is damaged at the Transfer Station within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage. Such property damages caused by Contractor shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within a reasonable amount of time agreed upon by property owner, City and Contractor, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

If Contractor fails to address the repair or replacement of damaged public or private property at the Transfer Station within agreed upon timeframe, and the Contract Administrator and/or City receives a complaint and/or claim from the damaged party, the Contract Administrator may, but shall not be obligated to repair or replace such damaged property, and the cost of doing so shall be deducted from

payments to be made to Contractor by City.

In the event of a casualty loss to the Transfer Station, which either substantially interferes with the Transfer Station Operating Services or results in temporary closure, for which neither party is responsible, City shall restore the Transfer Station as soon as reasonably practicable. Provided that the Transfer Station is completely closed during any restoration period, City will not compensate Contractor for operating the Transfer Station during the restoration period but will direct haul to the Disposal Site so long as the Disposal Site is operational (subject to Force Majeure), or the City will direct haul to a mutually agreed upon alternate location.

#### **SECTION 10: MAINTENANCE OF TRANSFER STATION.**

The Contractor shall maintain the Transfer Station in a clean and orderly manner so as to minimize litter and odor. The City shall maintain the landscaping at the Transfer Station which shall include regular grass cutting and shall maintain the scale house including the customer scale. The Contractor shall be solely responsible for maintaining the Transfer Station so as to meet all current and future local, state or federal governmental mandates, except to the extent that such mandates require repair, replacement, or other modification beyond routine maintenance, which shall be the sole responsibility of the City. Hamm shall be responsible for preventative maintenance and minor repairs of the equipment provided by the City, including: material handler hoses, grease, oil and filters; Transfer Building scale calibration and cleaning; routine preventative office maintenance; and door lubrication.

#### **SECTION 11: CITY TRANSFER STATION SURVEY.**

Prior to the Commencement Date and annually thereafter, City shall retain a consultant experienced in the operation of waste transfer stations, reasonably approved by Contractor, to perform an inspection report. The inspection report will include all City-provided equipment and the Transfer Building at the Transfer Station. Such inspection report will include, but not be limited to, the tipping floor, scales, doors, and knuckle boom. The inspection report will also include the various areas used by Contractor at the Transfer Station in performance of its obligations hereunder, including, but not limited to, the Transfer Building and trailer storage areas at the Transfer Station. Contractor agrees to reimburse City up to fifty percent (50%) up to \$5,000 of the cost of engaging such consultant. The inspection report will review whether the City-provided Equipment, Transfer Building, and areas used by Contractor or City's prior contractor has been operated and maintained in accordance with industry standards and not subject to excess wear and tear. If the inspection report determines that the City-provided Equipment, Transfer Building, and areas used by Contractor were not operated in accordance with Agreement and industry standards and not subject to excess wear and tear, Contractor, at its sole expense, will promptly address the issues identified in the inspection report if inspection report identifies issues are caused by Contractor. The inspection report will include an update to confirm whether such issues have been addressed. For purposes of the inspection report performed prior to Commencement Date, City, at its sole expense, will promptly address issues identified in the inspection report caused by the City or by City's prior contractor. The initial inspection report will include an update to confirm whether such issues have been addressed.

#### **SECTION 12: CAPITAL IMPROVEMENTS TO TRANSFER STATION.**

The City is solely responsible for assessing the need for and performing capital improvements to the City Transfer Station during the term of the Agreement. The City has previously identified the need for an expansion to the Transfer Station to provide for the increasing volume of Solid Waste, improvement of site circulation, and potentially allow for the separation of material types on-site. This expansion is expected to occur during the initial Agreement term or renewal period.

In the event capital improvements require the temporary closure of the Transfer Station, the City will work with the Contractor to minimize any impacts of the capital improvements. The City will not be liable to

the Contractor for any costs, lost revenues, or other monetary damages due to performing capital improvements to the City's Transfer Station.

The City may implement the improvements itself, working with design consultants and construction contractors and vendors where appropriate, or it may ask the Contractor to undertake some or all of the improvements through a negotiated design-build process.

### **SECTION 13: TRANSFER STATION PUBLIC DISPOSAL AREA.**

The City will continue to operate and maintain the Public Disposal Area. The City shall be responsible for hauling the roll-off dumpsters from the Public Disposal Area to the Transfer Building tipping floor. City and contractor agree to develop and implement a plan to divert Construction and Demolition Waste by December 31, 2020.

### **SECTION 14: TRANSFER STATION PRIORITY ACCESS.**

The Contractor shall provide priority access to the City during all hours of the Transfer Station's operation. "Priority Access" means that at any time during the hours of operation, City Vehicles will be allowed to simultaneously discharge materials prior to other non-City vehicles.

### **SECTION 15: TRANSFER STATION VEHICLE TURN AROUND TIME REQUIREMENTS.**

The Contractor shall operate the Transfer Station so as to provide a vehicle turn-around time not to exceed ten (10) minutes for City Vehicles. The average vehicle turn-around time shall be calculated quarterly as follows:

- (i) Commencement time shall be upon City Vehicle leaving the scale house for the Transfer Building; and
- (II) End time shall be upon City Vehicle exiting the gates of the Transfer Station.
- (III) Any problems with discharge of waste from vehicles, queuing at the return scale, or other adverse conditions not within the Contractor's control shall be deducted from calculation.

### **SECTION 16: ACCEPTABLE MATERIALS, REJECTED LOADS, AND OWNERSHIP OF MATERIALS AT TRANSFER STATION.**

#### **16.1 Acceptable Materials.**

The Contractor is required to accept Acceptable Solid Waste at the Transfer Station. If the City authorizes acceptance of other Solid Waste, the City reserves the right to restrict the use of the Transfer Station to accept such materials to ensure sufficient capacity for Solid Waste generated from City operations.

#### **16.2 Screening/Separating Materials.**

Contractor shall screen/separate all materials from Applicable Solid Waste as required by Applicable Law or City as safe practices allow. Upon the Commencement Date, Contractor shall screen/separate the following materials from Solid Waste:

- (i) Tires; and
- (ii) Freon containing appliances.

The City may modify the specified materials to be screened/separated from Solid Waste by the Contractor, at no additional cost to the City.

#### **16.3 Rejected Loads.**

The Contractor may reject a load that contains materials other than Acceptable Solid Waste or other materials authorized by City for Contractor to accept. To reject a load, the Contractor must

immediately notify the hauler prior to the hauler leaving the Transfer Station that the load is rejected and the reason for rejecting the load. If the hauler and the Contractor are unable to agree as to the designation of a load as rejected, the City shall make the final determination. Neither the Contractor nor the City will be responsible for any costs associated with rejected loads. If a load is not rejected in accordance with this section, the Contractor shall be deemed to have accepted the load.

## **SECTION 17: TRANSFER STATION OPERATION, HAULING AND DISPOSAL SERVICES.**

- 17.1 Operations and Communications Plan.** No later than thirty (30) calendar days prior to the Commencement Date, Contractor shall submit to the City for approval an Operations and Communications Plan, consistent with the requirements as set forth in the Agreement.
- 17.2 Scale Facility Operations.** The City shall be responsible for operation of the scale house at the Transfer Station. The scale house is equipped with a single, bi-directional vehicle scale to weigh vehicles entering and leaving the Transfer Station. The City will be responsible for normal maintenance and calibration of the scale at the scale house in accordance with the scale manufacturer's recommendations. The Contractor shall be responsible for operation of the scale in the Transfer Building and scale house at the Disposal Site including, but not limited to, semi-annual certified calibration and normal maintenance and calibration of the scale in accordance with the scale manufacturer's recommendations.
- 17.3 Public Disposal Area Operations.** The Public Disposal Area will be operated in conformance with Section 13. City and Contractor agree to develop and implement a plan to divert Construction and Demolition Waste by December 31, 2020.
- 17.4 Hauling and Disposal of Solid Waste.** Excluding items separated from loads as required by the City, the Contractor shall be solely responsible for transporting of materials accepted at the Transfer Station to a Disposal Site in accordance with this Agreement and local, state and federal mandates. The City shall be solely responsible for transferring and Recycling or Disposal of items separated from loads as required by the City. The Contractor will be solely responsible for receiving waste delivered by the Contractor and Disposing of that waste in accordance with this Agreement and local, state and federal mandates.

## **SECTION 18: SPILLAGE, LEAKAGE, TILLER AND ODOR, AND OTHER NUISANCES.**

- 18.1 Spillage and Leakage.** Contractor shall clean up any materials including leakage of fluids spilled from Contractor's equipment, or by Contractor's employees or subcontractors while performing services pursuant to this Agreement. Contractor shall take reasonable steps to ensure all materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall tarp all Transfer Trailers prior to exiting Transfer Building and when Transfer Trailers containing any Solid Waste are outside the Transfer Building. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor's equipment or Contractor's employees or subcontractors. Contractor shall perform all clean-ups within two (2) hours of the earlier of either the (i) notification of spillage or leakage or (ii) knowledge of spillage or leakage by Contractor or Contractor's employees or subcontractors.
- 18.2 Litter.** Contractor shall be required to pick up any and all litter caused by the Contractor's provision of services in connection with the Agreement.

**18.3 Odor.** Contractor shall maintain City Transfer Station and Disposal Site and equipment found in City in a manner that minimizes odors.

**18.4 Other Nuisances.** Contractor shall ensure nuisances are not caused by Contractor's equipment, or by Contractor's employees or subcontractors while performing services pursuant to the Agreement.

## **SECTION 19: COMPLAINTS, ACCIDENTS, VIOLATIONS.**

For each complaint, accident or violation, Contractor shall prepare a report including:

- (i) Date and time complaint, accident, or violation;
- (ii) Identification of the person/entity who issued the complaint or violation or person involved in the accident;
- (iii) Contractor's opinion of the complaint, accident, or violation as legitimate or nonlegitimate;
- (iv) Date, time and action taken to resolve complaint, accident, or violation;
- (v) Name of responsible contact at Contractor's location regarding the, accident, or violation; and
- (vi) Measures taken to prevent such future complaint, accident, or violation.

Contractor shall submit the report, in a format approved by the City, to City prior to 10:00 AM, Central Time Zone on the day following complaint, accident, or violation and shall maintain a database of all complaints, accidents, or violations.

City shall review the complaint report and provide approval to the Contractor that the complaint has been resolved to their satisfaction.

## **SECTION 20: STAFFING REQUIREMENTS/PERSONNEL.**

**20.1 Provision of Staff by the City.** The City will provide the following staff in support of this Agreement:

- (i) Scale Facility Operator: The Scale Facility Operator shall oversee weighing of vehicles, collection of fees, and other related tasks as determined by the City;
- (ii) Maintenance Worker: Notwithstanding anything contained in this Agreement to the contrary, the Maintenance Worker shall be responsible for maintenance, litter control, and general groundskeeping of the Transfer Station site, excluding the Transfer Station building. The Maintenance Worker shall also be responsible for hauling roll-offs from the Public Disposal Area to the Transfer Building tipping floor and address any questions or issues regarding the Public Disposal Area; and
- (iii) Facility Manager: The Facility Manager shall oversee and manage the work of the Scale House Operator and Maintenance Worker and be the primary point of contact for the Contractor pursuant to the provision of services. The Facility Manager is the City's Solid Waste Manager and will not maintain an office at the Transfer Station.

**20.2 Provision of Staff by the Contractor.** Excluding staff required to be provided by the City as set forth in Section 20.1, the Contractor shall be solely responsible for providing three (3) staff to provide services in accordance with the Agreement, industry standards, and federal, state, and local requirements. At a minimum, the Contractor shall dedicate two full time, on-site staff to operate the Transfer Station.

Contractor shall assign a qualified person or persons to be in charge of its operations within the City, and provide the name, office telephone number, mobile phone number, e-mail address, and fax number of the Contractor's key personnel to the City. Key personnel shall include, at a

minimum, the Transfer Station Manager and Disposal Site Manager. Such records shall be updated as personnel or contact information changes. In addition, the Contractor shall adhere to the following requirements:

- (i) The Contractor shall provide regularly scheduled, on-going operating and safety training for all of its Transfer Station employees. Training manuals and schedules shall be maintained by the Contractor and available for review at any time by the City; and
- (ii) The Contractor's employees shall treat all customers, co-workers, City employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. The City reserves the right to direct the Contractor to remove any employee who violates this requirement from providing services to the City.

## **SECTION 21: EQUIPMENT REQUIREMENTS.**

The City shall provide the following equipment that will be utilized by the Contractor for provision of services:

- (i) Knuckleboom Crane: BUILT RITE Handler 2100SE, manufactured by Northshore Handler, purchased and installed in 2017; and
- (ii) Transfer Trailer Scale: Two Rice Lake OTR Scales 11 feet wide by 35 feet long (70 feet total length), installed in the topload bay of the Transfer Building January 2012.

Throughout the course of the Agreement, and upon expiration of the Agreement for operation of the Transfer Station, the City will retain title to the Transfer Station and the equipment listed above.

The Contractor shall be solely responsible for providing any other equipment required to provide the services in accordance with this Agreement, industry standards, and Applicable Law beyond those listed above. At a minimum, the Contractor shall dedicate the following equipment to operate the Transfer Station:

- (i) One (1) rubber-tired loader;
- (ii) One (1) yard tractor;
- (iii) A sufficient number of open-top, 120 cubic yard or more capacity transfer trailers suitably configured so that they are capable of carrying legal payloads of not less than twenty-one (21) tons of consolidated mixed municipal waste to meet the turnaround times described in Section 15;
- (iv) A sufficient number of transfer trailer tractors to meet the turnaround times described in Section 15.

Contractor shall be solely responsible for ongoing maintenance costs for all equipment it supplies and uses in the provision of services. The Contractor shall be responsible for scheduled and preventative maintenance of the equipment provided by the City as listed in this Section, including periodic recalibration of the transfer trailer scales.

## **SECTION 22: STORAGE OF SOLID WASTE.**

The Contractor shall store Solid Waste within the enclosed area of the Transfer Station during operating hours. There shall be no Solid Waste remaining on the Transfer Station floor at the end of the working day. The Contractor shall exercise care so as to prevent windblown litter or other nuisance issues from occurring as a result of stored waste and/or receiving and loadout operations. Tarping of open top trailers shall occur before exiting the Transfer Station enclosure or within the area protected by litter fencing.

## **SECTION 23: UTILITIES.**

The City shall be responsible for the cost of utilities for the scale house. Excluding utilities at the scale house, the Contractor shall be responsible for the cost of all other utilities at the Transfer Station including the water/sewer service, electric service, and phone service.

## **SECTION 24: PROPERTY TAXES.**

The City is responsible for any property taxes.

## **SECTION 25: FEES AT CITY'S TRANSFER STATION.**

The City has the sole responsibility and right to determine and charge fees at the Transfer Station during the term of the Agreement.

The City reserves the right to determine and charge persons different fees at the Transfer Station during the term of the Agreement.

## **SECTION 26: FEES TO BE PAID TO THE CONTRACTOR.**

Contractor shall not receive payment for any fees other than those specifically authorized in incorporated herein.

- 26.1 Transfer Station Operation, Hauling, and Disposal Services Fee.** The City shall pay the Contractor a Transfer Station Operation, Hauling, and Disposal Services Fee of Twenty-Eight Dollars and Ninety-Five Cents (\$28.95) for each outgoing ton of Solid Waste based on the scale at the Transfer Building from the Transfer Station. The Contractor shall provide the City with a copy of the transfer trailer load tickets for all outgoing transfer trailer loads from the Transfer Station, transported, and Disposed of at the Disposal Site.
- 26.2 Disposal Fee.** In the instance of Transfer Station expansion, improvements, or unexpected closures, the City shall pay the Contractor a Fee of Fifteen Dollars (\$15.00) per ton of waste Disposed of at the Disposal Site, as measured by the scale house at the Disposal Site.
- 26.3 Construction and Demolition Waste Fee.** The City will pay a Eighteen Dollars (\$18.00) per ton fee for Construction and Demolition Waste delivered by the City to Hamm's C&D Landfill, as measured by the scale house at the Hamm's C&D Landfill.
- 26.4 Governmental Fee (KDHE Tipping Fee).** Any increase or decrease in the KDHE assessed tipping fee shall be added/subtracted from the fees described in Sections 26.1, 26.2, and 26.3
- 26.5 No Other Fees, Taxes, Surcharges, Levies and Other Assessments Allowed.** Contractor shall be solely responsible and liable for fee adjustments related to changes in or new Applicable Law including but not limited to all taxes, surcharges, levies, and other assessments involved and/or related to performance of work under this Agreement.

## **SECTION 27: ANNUAL RATE ADJUSTMENT.**

All costs proposed in Section 26 shall remain fixed from the execution of the Agreement through September 30, 2021 except as provided for in this Agreement. On October 1, 2021 and every October 1st thereafter for the term of the Agreement, all rates as established in Section 26 may be adjusted, increased or decreased, according to this section upon approval of City Council.

### **27.1 Transfer Station Operation, Hauling, and Disposal Fee Annual Rate Adjustment**

Upon approval of City Council, the annual rate adjustment for the Transfer Station Operation, Hauling, and Disposal Fee shall be a composite of the following two (2) adjustments:



- (i) Inflation Adjustment: The Inflation Adjustment shall be based on the most recent July Consumer Price Index (CPI)-All Urban Consumers, Unadjusted 12 months ended July, Item: All items; and
- (ii) Fuel Adjustment: The Fuel Adjustment shall be based on the price index by the Department of Energy (DOE) adjustment shall be based on the most recent price as of July and change from the previous July for Diesel Fuel (cents per Gallon), U.S.

Unless otherwise approved by City Council, the annual rate adjustment for Transfer Station Operation, Hauling, and Disposal Fee shall not exceed five percent (5.00%) per year. If an annual rate adjustment is approved by City Council, the Inflation Adjustment shall equal ninety percent (90.00%) and the Fuel Adjustment shall equal ten percent (10.00%).

**Example:** Assume that the CPI-All Urban Consumers, Item: All items unadjusted index for July 2014 is 114.5 and on July 2013 it was 105.5. Assume that the Diesel Fuel price index by the DOE for Diesel Fuel (cents per Gallon), U.S. in 2014 is 3.085 and change from a year ago was -0.215. The calculation for the annual rate adjustment to be implemented on October 1, 2014 is as follows:

$$\begin{array}{lcl}
 \text{Inflation Adjustment: } & \frac{114.5 - 105.5}{105.5} & \times .90 = 7.68\% \\
 & \text{and} & \\
 \text{Fuel Adjustment: } & \frac{3.085 - (3.085 - (-0.215))}{(3.085 - (-0.215))} & \times .10 = -0.65\%
 \end{array}$$

Transfer Station Operation, Hauling, and Disposal Fee Rate Adjustment: 7.68% + -0.65% = 7.03%, therefore 5.0%.

## 27.2 Disposal Fee and Construction and Demolition Waste Fee Annual Rate Adjustment

Upon approval of City Council, the annual rate adjustment for the Disposal Fee and Construction and Demolition Waste Fee shall be a composite of the following two (2) adjustments as follows:

- (i) Inflation Adjustment: The Inflation Adjustment shall be based on the most recent July CPI-All Urban Consumers, Unadjusted 12 months ended July, Item: All items; and
- (ii) Fuel Adjustment: The Fuel Adjustment shall be based on the price index by the DOE adjustment shall be based on the most recent price as of July and change from the previous July for Diesel Fuel (cents per Gallon), U.S.

Upon approval by City Council, the annual rate adjustment for the Disposal Fee shall not exceed five percent (5.00%) per year. If an annual rate adjustment is approved by City Council, the Inflation Adjustment shall equal eighty percent (80.00%) and the Fuel Adjustment shall equal twenty percent (20.00%).

In addition to the annual rate adjustment as set forth in this section, the City may recalculate the annual rate adjustment in accordance with Section 2 of this Agreement.

**Example:** Assume that the CPI-All Urban Consumers, Item: All items unadjusted index for July 2014 is 114.5 and on July 2013 it was 105.5. Assume that the Diesel Fuel price index by the DOE for Diesel Fuel (cents per Gallon), U.S. in 2014 is 3.085 and change from a year ago was -0.215. The calculation for the annual rate adjustment to be implemented on October 1, 2014 is as follows:

$$\text{Inflation Adjustment: } \frac{114.5 - 105.5}{105.5} \times .80 = 6.82\%$$

and

$$\text{Fuel Adjustment: } \frac{308.5 - (3.085 - (-0.215))}{(3.085 - (-0.215))} \times .20 = -1.30\%$$

Disposal Fee Annual Rate Adjustment:  $6.82\% + -1.30\% = 5.52\%$ , therefore 5.0%.

## **SECTION 28: PAYMENT TERMS.**

On or prior to the 15th day of each calendar month, the City shall pay to the Contractor the Transfer Station Operation, Hauling, and Disposal Fee for services performed during the prior calendar month less any disputed amounts and administrative charges.

## **SECTION 29: LIQUIDATED ADMINISTRATIVE CHARGES.**

The Contractor understands that if the Contractor does not perform certain actions in a timely manner its obligations pursuant to the terms of the Agreement, the City will suffer damages which are difficult to determine and adequately specify. Accordingly, the Contractor agrees that the City may withhold payment from the Contractor in the liquidated amounts specified below as administrative charges for failure of the Contractor to fulfill its corresponding obligations. The following acts or omissions shall be considered a breach of the Contract. The City reserves the right to include additional administrative charges as deemed appropriate for the Contract.

- (i) Failure to commence services on the Commencement Date of the Agreement: \$5,000 per day provided such failure is due to circumstances known by the City to be beyond Contractor's ability to control;
- (ii) Failure by the Contractor to accept Acceptable Solid Waste during required hours of operation of the Transfer Station: \$500 per hour;
- (iii) Failure to store Solid Waste in accordance with the Agreement: \$100 per hour until resolved;
- (iv) Failure by the Contractor to clear the Transfer Station enclosure floor of all Solid Waste at the end of the working day: \$5,000 per day, however, this does not apply to unaccepted Waste left overnight on the Transfer Station enclosure floor by the City;
- (v) Failure to screen/separate materials from Loads in accordance with the Agreement: \$25 per item, subject to safe practice exceptions in Sec. 16.2;
- (vi) Failure to meet minimum access requirements in accordance with Agreement: \$100 per vehicle;
- (vii) Failure by the Contractor to achieve City Vehicle turn-around time in accordance with Agreement: \$100 per vehicle, subject to occupational safety exception in Sec. 14 and any circumstances beyond Contractor's control
- (viii) Failure by the Contractor to accept Acceptable Solid Waste: \$500 per occurrence;
- (ix) Failure to maintain equipment in accordance with Agreement and correct such problem with a reasonable time as determined by the City: \$50 per equipment piece per calendar day;
- (x) Failure to comply with spillage, leakage, litter and odor, and other nuisance requirements in accordance with the Agreement: \$250 per instance per day until resolved within twenty-four (24) hours of the earlier of (i) discovery by the Contractor, or (ii) notification to the Contractor by the City;
- (xi) Failure by the Contractor to provide resolution of a complaint to the City's approval and within the designated timeframe, as described in Section 19.: \$100 per day;

- (xii) Violation of City Transfer Station permit from the Kansas Department of Health and Environment and a special use permit from Johnson County to operate the City Transfer Station: \$500 per calendar day after any corrective action period has expired; and
- (xiii) Violations of other permits or licenses required by Applicable Law for Contractor to operate the Transfer Station: \$100 per calendar day after corrective action period has expired;.

The Contractor shall be liable for administrative charges amount(s) upon determination by the City that performance has not occurred consistent with the provisions of the Agreement. The City shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full liquidated amounts (as determined and set forth above) from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity. Notwithstanding anything to the contrary in the foregoing, the Contractor will not be liable for any of the foregoing for any delay not caused specifically by Contractor's negligence or misconduct. Contractor is entitled to appeal any deducted liquidated charge amount based on extenuating circumstances not within Contractor's control. City shall make reasonable and good faith determinations concerning such appeals.

### **SECTION 30: HOURS OF OPERATION, OBSERVED HOLIDAYS AND EMERGENCY RESPONSE SUPPORT.**

**30.1 Hours of Operation.** The Transfer Station will accept Solid Waste Monday through Friday from 7:00 AM to 4:00 PM and Saturdays from 7:00 AM to 12:00 PM. In certain instances, due to inclement weather, higher than typical set outs, or other unforeseen circumstance, the City may require that the Transfer Station remain open on Monday through Friday until 5:00 PM and on Saturday until 2:00 PM to accept Solid Waste from City operations. The Disposal Site shall accept waste on the days and times as required to provide the services in accordance with the Agreement, industry standards, and Applicable Law.

**30.2 Observed Holidays.** The Contractor shall adhere to the hours of operation as described for each Service Option herein, provided that the Contractor may close facilities consistent with the City's holiday schedule. At the beginning of each Agreement year, the City shall notify the Contractor as to holidays for the subsequent Agreement year. Currently, the City's observed holidays include:

- (i) Christmas Day – December 25;
- (ii) Thanksgiving Day – Last Thursday in November; and
- (iii) New Year's Day – January 1.

**30.3 Emergency Response Support.** Contractor shall, upon request of the Contract Administrator and with reasonable notice, extend the hours of operation for Transfer Station Operating Services and Disposal Services due to emergency response. Such extension of hours of operation may be subject to additional compensation if there is a debris removal event stipulated by the Federal Emergency Management Agency and as negotiated between City and Contractor in good faith depending on the duration and intensity of the emergency response.

### **SECTION 31: RECORD KEEPING AND REPORTING REQUIREMENTS.**

#### **31.1 Recordkeeping.**

The Contractor shall create, maintain, and make available records as defined in and/or required by all Applicable Law, and any reports reasonably necessary to:

- (i) Document actions taken in accordance with Transition Plan. A monthly summary shall also

- be submitted to the City;
- (ii) Document employee and subcontractor training by description of training, date of training, time of training, names of personnel who attended training, name of training instructor, and other information as requested by the City;
- (iii) Provide data as needed by the City for preparing monthly, quarterly, or annual reports;
- (iv) For recording and/or reporting any missing criteria, data, guidance, information, or providing more frequent reporting to the City that arise based on the needs to complete the tasks of the Contract.

Further, the Contractor shall:

- (i) Immediately contact the City if a facility inspection identifies an issue requiring maintenance or repair. Upon notification, the City and Contractor will review the maintenance or repair needs and determine the responsible party based on the Contract
- (ii) Inform the City of any change to their contact name or address identified in the Agreement within 15 days of such occurrence;
- (iii) Acquire written consent from the City for any subcontractors to be used to complete any portion of the Agreement except for any subcontractor transporters of Contractor's waste from the Transfer Building to Contractor's landfill. Written qualifications of each subcontractor must be provided to the City prior to subcontractor work under the Agreement;
- (iv) Allow the City to review and comment on any documents prepared by the Contractor's engineering consultant; and
- (v) Provide any such other documents and reports as the City may reasonably require to verify compliance with the Agreement.

The applicable report formats shall be approved by the City. The Contractor shall submit all monthly reports to the City within seven (7) calendar days following the end of each calendar month and all annual reports to the City within thirty (30) calendar days following the Agreement year end. The Contractor shall submit all reports in electronic (e.g., Excel, delimited text files) and hard copy format approved by the City. The Contractor must retain all records related to the Agreement for the duration of the Agreement term and for a period of five (5) years following expiration and/or termination of the Agreement.

As part of the Agreement, the Contractor shall create, maintain, and make available records and provide reports as described herein at the following frequencies:

### **31.2 Reporting.**

- (i) Monthly Reports. Contractor shall submit all monthly reports to the City within seven (7) calendar days following the end of each calendar month;
- (ii) Annual Reports. Contractor shall submit all annual reports to the City within thirty (30) calendar days following the calendar year end; and
  - (i) Report Format. Within sixty (60) calendar days of the Effective Date, Contractor shall submit to the City for approval the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Agreement. Contractor shall submit all reports in electronic and hard copy format approved by the City.

## **SECTION 32: VISITATION RIGHTS, INSPECTION RIGHTS AND RIGHT TO AUDIT.**

**32.1 Visitation Rights.** City shall have the right to have its representative present at the City Transfer Station and Disposal Site to observe and monitor Contractor's compliance with the provisions of this

Agreement, provided that such observation monitoring shall be conducted in a manner to minimize interference with Contractor's operations.

**32.2 Auditing of Contractor's Reports and Records.** To confirm compliance with the Agreement, City shall have access to all records of the Contractor related to this Agreement for inspection and audit, at City's own expense.

**32.3 Inspection of Contractor Facilities and Equipment.** The City or any of its duly authorized representatives shall have access, within twenty-four (24) hours of notification, to inspect Contractor's facilities, including, as applicable, Transfer Facility, and equipment, and the Transfer Station building and equipment, and perform such inspections, as City deems reasonably necessary, to determine whether the services required to be provided by Contractor under the Agreement conform to the terms hereof. The City shall conduct the inspection of facilities and equipment during hours of operation for each facility. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections by City representatives.

### **SECTION 33: TITLE TO WASTE.**

Contractor and City agree that title to Acceptable Solid Waste shall transfer to the Contractor upon acceptance by Contractor at the City Transfer Station, i.e., when the Contractor can no longer designate a portion of a Load as Unaccepted Waste, Contractor and City agree that title to materials screened/separated as required by this Agreement shall transfer from the Contractor to City upon screening/separating by the Contractor at the City Transfer Station. Contractor and City agree that under no circumstances shall title to Solid Waste other than Acceptable Solid Waste transfer to the Contractor.

### **SECTION 34: SECURITY.**

City and Contractor shall be responsible for security of the Acceptable Solid Waste after acceptance at the City Transfer Station under this Agreement. Contractor shall maintain adequate security at the City Transfer Station and during transportation to the Disposal Site.

### **SECTION 35: LICENSES AND PERMITS.**

Contractor agrees to procure and maintain, at the Contractor's sole expense, all necessary permits and licenses required by Applicable Law for the performance of work under the awarded Agreement. Contractor shall be solely responsible for procuring and maintaining licenses and permits, paying all fines, civil penalties, and other judgements for violations of licenses and permits. Required licenses and permits include, but are not limited to, the transfer station permits from the Kansas Department of Health and Environment and Johnson County to operate the Transfer Station. Notwithstanding the foregoing, the City shall be responsible for the City's special use permit.

### **SECTION 36: TRANSITION PLAN.**

Contractor understands, acknowledges, and agrees that a smooth transition from one provider(s) to another is essential for the health and safety of City and its residents. Contractor understands, acknowledges, and agrees that the failure of Contractor to timely and promptly transition the services provided pursuant to the Agreement and Transition Plan(s) may create serious health and safety issues for City and its residents. Contractor understands, acknowledges, and agrees that City does not currently possess the necessary manpower or equipment to provide the services to be provided by Contractor pursuant this Agreement.

Contractor shall cooperate fully and timely with City and any previous and subsequent provider(s) in any transition of services to be provided by Contractor per the Agreement and the Transition Plan(s). Contractor shall cooperate fully with City in:

- (i) The transition to Contractor providing services upon the Commencement Date of the Agreement;
- (ii) The transition from Contractor to subsequent person(s) or City providing services upon expiration of the Initial Term or optional renewal term; and
- (iii) The transition from Contractor to subsequent person(s) or City providing services upon termination of the Agreement.

The Contractor is responsible for preparation of a Transition Plan under this Agreement. Under this Agreement, the Transition Plan will (i) identify key milestones and regular meetings with the City, and (ii) establish minimum requirements of the Contractor prior to the Commencement Date. If Contractor fails to fully and completely transition in accordance with the Agreement and the Transition Plan due to no fault of the City, previous contractor, or of any third-party for which the City is responsible, Contractor acknowledges that all equitable remedies, legal remedies and remedies pursuant to the Agreement are available to City.

The following is the general plan guide and key milestones:

Schedule of Transition Meetings between Contractor Site Manager and City Solid Waste Manager (Contract Administrator):

- Establish planning dates and adjustments (pre & post implementation)
- Confirm reporting timeframes, dates and format
- Coordination with current Transfer Station contractor

Acquisition/ transfer of Operating Permits:

- KDHE permit application including (operating plan) submitted to KDHE by August 31, 2020
- Johnson County permit application submitted to JCED by August 31, 2020

Recordkeeping and Reporting:

- Provide samples/templates of the following reports by September 1, 2020:
  - Monthly reports
  - Annual reports

Performance Bond

- Provide required performance bond by September 1, 2020

Insurance

- Provide required insurance certificates by October 1, 2020

Identification of Transfer Station site personnel:

- Site Manager by August 15, 2020
- Site Operating Personnel (2) by September 1, 2020
- On-site training plan - completed by September 30, 2020

## **SECTION 37: PERFORMANCE BOND.**

Contractor agrees that after the execution of an Agreement, and one month or more prior to the Commencement Date, the Contractor shall make, execute, and deliver to the City a good and sufficient Performance Bond in a form approved by the City, to secure the full, complete and faithful performance of the terms and conditions herein. Such Performance Bond amount shall be equivalent to the following amount:

Six months of the City's anticipated Transfer Station Operation, Hauling, and Disposal Fees, assuming approximately 100,000 tons of outgoing Solid Waste per year.

Such Performance Bond shall be renewed each year thereafter throughout the term of the Agreement.

Contractor shall ensure the Performance Bond shall be signed by the President or General Officer of the Contractor, together with the signature of the corporate secretary and the corporate seal. The surety shall be a surety company duly authorized to do business in the State of Kansas; having an "A" or better rating by A. M. Best or Standard and Poor's; included on the list of surety companies approved by the Treasurer of the United States of America; and acceptable to the City.

## **SECTION 38: INSURANCE.**

Contractor shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The City is not responsible for the cost of such insurance.

### **38.1 Coverages and minimum limits.**

- (i) Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2 million;
- (ii) Business Auto Coverage: (Owned, hired and non-owned autos) \$1,000,000 per occurrence limit. Include Environmental Impairment Liability and broadened pollution (endorsement CA 9948 or similar);
- (iii) Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employer's liability limits of \$500,000/\$500,000/\$500,000. When workers compensation insurance policy is applicable "other states" coverage is required;
- (iv) Umbrella Liability: \$4,000,000 per occurrence / aggregate
- (v) Environmental Impairment Liability: \$1,000,000 per occurrence
- (vi) Professional Liability: Minimum limits to be \$1,000,000.00 each claim / annual aggregate;
- (vii) Coverage Limits: Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits; and
- (viii) Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the City assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Contractor's insurance shall be primary, and any insurance or self-insurance maintained by the City shall be excess and not contribute with the coverage maintained by Contractor.

### **38.2 Additional Insured.**

The City shall be listed by ISO endorsement or its equivalent as additional insureds for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### **38.3 Verification of Coverage.**

- (i) A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations;

- (ii) The insurance coverages are to be provided by Kansas admitted insurance companies with a Best's rating of at least A-: VII. Those not meeting this standard must be approved by City;
- (iii) Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Contractor. The City may require written guarantees for payment procedures of self-insured losses and related investigations, claims administration and cost of defense;
- (iv) The commercial general liability policy shall not contain an endorsement excluding contractual or completed operations liability;
- (v) When any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment;
- (vi) Any coverage provided by a Claims-Made form policy must contain a three (3)-year tail option, extended reporting period, or must be maintained for three (3) years post-Agreement; and
- (vii) Cancellation. Each insurance policy required by this clause shall not be suspended, voided, or canceled by Contractor except after thirty (30) days' written notice has been given to the City. Prompt notice is required by Contractor in the event Contractor's carrier suspends, voids, modifies, or cancels any insurance policy required by this clause.

#### **38.4 Subcontractors.**

All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### **SECTION 39: FORCE MAJEURE.**

Except for any payment obligation by either Party, if City or Contractor is unable to perform, or is delayed in its performance of any of, its obligations under this Agreement by reason of an event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event of Force Majeure.

An event of Force Majeure shall mean any of the following events or circumstances to the extent that they delay City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- a) Acts of God, tornadoes, hurricanes, floods, fires, and explosions (except those caused by negligence of Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence;
- b) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, riots, civil disturbances, or national or international calamities; or
- c) Inclement weather which causes the Transfer Station or Disposal Facility to be closed.

Force majeure shall not include labor unrest (e.g., strikes, lockouts, or other labor disturbances) or inclement weather which doesn't cause the Transfer Station to be closed.

In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Section, time is of the essence. Notice of using this section will also require an estimate of the amount of time needed.



## **SECTION 40: TERMINATION.**

The Agreement may be terminated as provided in this Section.

- (i) Termination for Convenience. The City or Contractor may terminate the Agreement for convenience with one hundred eighty (180) days' advance written notice;
- (ii) Termination for Cause. The City may terminate, with advance written notice and reasonable opportunity to cure, for cause, following any material default under this Agreement or negligence on the part of the Contractor; or
- (iii) Termination Due to Unavailability of Funds. When funds are not appropriated or otherwise made available to support continuation of performance, the Agreement shall be cancelled at the discretion of the City with ninety (90) days' advance written notice.

## **SECTION 41: DISPUTE RESOLUTION.**

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled may be submitted to mediation or litigation subject to Section 43.6.

## **SECTION 42: INDEMNIFICATION**

Contractor shall agree to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of the Contractor (or by any person acting for the Contractor or for whom the Contractor is responsible).

## **SECTION 43: MISCELLANEOUS.**

**43.1 Compliance with Laws.** City, Contractor, and their respective officers, agents, employees, contractors, and subcontractors, shall abide by and comply with Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

**43.2 Personnel Practices.** Contractor must comply with K.S.A. 44-1030 *et seq.*, mandatory provisions of the Kansas Acts Against Discrimination as applied to state and local government contracts, which: (1) precludes discrimination against any person in the performance of work under this Agreement because of race, religion, color, sex, national origin or ancestry; (2) require solicitations or advertisements for employees include the phrase "equal opportunity employer"; and (3) allows City to terminate this Agreement for default if provisions of the act are violated.

Chapter 2.44 of the Olathe Municipal Code also prohibits discrimination against individuals in the performance of this Agreement as a matter of concern to City, since such discrimination threatens not only the rights and privileges of the inhabitants of City, but menaces the institutions and foundations of a free democratic state. The affirmative action program is designed to ensure a good faith effort will be made to employ applicants and to treat employees during employment equally without regard to race, color, creed or religion, physical handicap, national origin or sex.

All vendors who are awarded a Class I Contract (\$10,000 or more in aggregate) are required to

complete a Questionnaire on Personnel Practices. Form must be completed and approved by the City before contract for goods or services is in effect. Approved vendors will be issued a certification number by the City. Certification must be renewed annually.

The City of Olathe actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). Contractor shall establish appropriate procedures and controls so no services or products in response to this IFB will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

- 43.3 Assignment.** Contractor shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of the City. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Agreement work in the event of default by the successor Contractor or assignee.
- 43.4 W-9 Requirement.** The City of Olathe requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Olathe. The Form W-9 verifies the Tax Identification Number of the Contractor in order that City can correctly report to the IRS all funds paid to the Contractor. Form W-9 can also be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. No payment shall be made to Contractor without a current W-9 form being received by the City of Olathe.
- 43.5 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.
- 43.6 Applicable Law, Jurisdiction, and Venue.** Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.
- 43.7 Severability.** Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the Parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.
- 43.8 Attorney Fees and Court Costs.** In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement, the prevailing party shall recover attorney fees and court costs.
- 43.9 Notices.** Except as may be otherwise specifically provided for herein, all notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so-mailed shall be effective upon the date that is three (3) days following its deposit with the United States Postal Service; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery

service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee.

Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) calendar days' notice to the other party in the manner set forth herein.

If to the City at: Solid Waste Manager, City of Olathe  
1385 S. Robinson Drive  
Olathe, Kansas 66061

With a copy to: City Clerk, City of Olathe  
PO Box 768  
Olathe, Kansas 66051

If to the Contractor at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

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

**43.11 Ambiguity.** If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same shall be resolved by reference first to the terms and conditions of this Agreement and any exhibits attached hereto.

**43.12 Certificate of Good Standing.** All contractors awarded a contract in the amount of \$25,000 or higher are required to submit a current Kansas Certificate of Good Standing to the City with a valid verification code, upon award of Agreement. The Certificate is issued by the Kansas Secretary of State's Office and affirms that a business has complied with the applicable provisions of the laws of the state of Kansas, is in good standing, and authorized to transact business or to conduct affairs within this state. Access the Secretary of State website (<https://www.getincnow.com/Kansas-Good-Standing-Certificate.php>) for information. Kansas companies can file online. Foreign companies cannot yet file online. Foreign companies would need to complete and submit the FA, FL, FLLP, or LPF forms to receive the information needed to register with the Secretary of State then get a Certificate of Good Standing thereafter. You may call the Kansas Secretary of State office at 785-296-4564 if you have questions.

**43.13 Appropriations Clause.** The City is subject to the Kansas Cash Basis Law. Accordingly, execution and continuation of the Agreement is contingent upon annual appropriation of funds by its legislative body in an amount sufficient to allow performance in accordance with the terms and conditions of the Agreement. The City shall, upon receipt of notice by its Resource Management Department or other appropriate authority that sufficient funds are not available to continue full and faithful performance of the Agreement, provide prompt written notice to the Respondent of such event, and effective ninety (90) days after giving such notice or upon the expiration of the period of time for which funds were appropriated, whichever comes first, be thereafter entitled to terminate this Agreement and shall be released of all further subsequent payment obligations in way related to the Agreement.

Remainder of page intentionally left blank.

**SECTION 44: EXECUTION OF CONTRACT**

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

CITY OF OLATHE, KANSAS

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

Michael E. Copeland, Mayor

ATTEST:

\_\_\_\_\_  
Brenda D. Long, City Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Grunewald, Deputy City Attorney

N.R. Hamm Quarry, L.L.C.

By: Charlie M. Sedlock

Charlie M. Sedlock, Vice President

PO Box 17

Perry, KS 66067



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Public Works, Planning Division

**STAFF CONTACT:** Kim Hollingsworth, Senior Planner

**SUBJECT:** RZ20-0005, Request approval for rezoning from C 2 (Community Center) District to CC (Cedar Creek) District for Cedar Creek Valley Parkway Parcel on approximately 16.31 acres; Applicant: John Duggan, CCV (Tract 2A), LLC & CCV (Tract 2C), LLC

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**ITEM DESCRIPTION:**

Consideration of Ordinance No. 20-26, RZ20-0005, requesting approval for a rezoning from the C-2 (Community Center) District to the CC (Cedar Creek) District for the Valley Parkway Parcel on approximately 16.31 acres; located in the vicinity of W. Valley Parkway and 100<sup>th</sup> Terrace. Planning Commission recommends approval 6-0.

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**SUMMARY:**

The applicant is requesting a rezoning from the C-2 (Community Center) District to the CC (Cedar Creek) District for the Valley Parkway Parcel located northeast of W. Valley Parkway and 100<sup>th</sup> Terrace.

The property is contained within the Cedar Creek Overlay District which was established in August 2012 through the Cedar Creek Area Plan (Green Book). Properties within this overlay may request a rezoning to the CC (Cedar Creek) District or one of the other zoning districts established in the Unified Development Ordinance. The Green Book states that the CC District is the preferred district in the overlay area as the development standards outlined in the Green Book are consistent with the unique character and vision for the Cedar Creek Community and its alignment with PlanOlathe.

The applicant held a neighborhood meeting with over 30 residents on June 22, 2020. The main discussion centered around the attendee's interest in low-density residential uses instead of any multi-family apartments or commercial uses for this site. Additionally, staff received email correspondence and phone calls from six residents interested in learning more about the uses permitted in the CC District prior to the Planning Commission meeting.

The Green Book permits a list of commercial and residential uses through a zoning to the CC District. However, through direct collaboration between staff, the applicant and feedback heard from residents, the request is for the CC District with a narrowed list of permitted uses to single-family residential, zero lot line homes and attached residential. Staff is supportive of this request based on the proximity of the property to single-family homes, the development constraints presented by the unique dimensions and topography of the property and feedback from many residents in the surrounding area.

Per the Green Book, a development plan is not required to accompany the rezoning request because the CC District was established as a streamlined process with predetermined development

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**MEETING DATE:** 8/4/2020

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standards. After zoning is established, the applicant will proceed to development plan and plat review. All processes will be reviewed in accordance with the procedures and standards established in the Green Book including the architectural, site design, street access, landscaping and lot dimensional standards. The applicant is requesting one minor clarifier for the side yard setback which staff is supportive of and is listed as part of the stipulation in the Planning Commission meeting minutes.

During the Planning Commission meeting on July 13, 2020, one individual spoke during the public hearing mostly regarding interest in the building design complementing the nearby single-family homes, and the applicant provided additional feedback that the architecture will adhere to the high-quality standards outlined in the Green Book which are the same high level standards for existing homes in the area. The Planning Commission voted 6-0 to recommend approval of RZ20-0005 as presented with the stipulation listed in the meeting minutes.

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**FINANCIAL IMPACT:**

None

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**ACTION NEEDED:**

1. Approve Ordinance No. 20-26 for a rezoning from the C-2 District to the CC District as recommended by the Planning Commission.
2. Deny Ordinance No. 20-26 for a rezoning from the C-2 District to the CC District.
3. Return the rezoning application to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

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**ATTACHMENT(S):**

- A. Planning Commission Packet
- B. Planning Commission Minutes
- C. Ordinance No. 20-26



## STAFF REPORT

Planning Commission Meeting: July 13, 2020

<b>Application:</b>	<b><u>RZ20-0005: Rezoning from C-2 (Community Center) to CC (Cedar Creek) District for the Valley Parkway Parcel</u></b>
<b>Location:</b>	Vicinity of Valley Parkway and 100 <sup>th</sup> Terrace
<b>Applicant/Owner:</b>	John Duggan; CCV (Tract 2A), LLC & CCV (Tract 2C), LLC
<b>Engineer:</b>	Daniel G. Foster, PLA; Schlagel & Associates, P.A.
<b>Staff Contact:</b>	Kim Hollingsworth, AICP, Senior Planner

**Site Area:** 16.31± acres      **Plat:** Unplatted

**Existing Zoning:** C-2 (Community Center)      **Proposed Zoning:** CC (Cedar Creek)

	<b>Plan Olathe Land Use Category</b>	<b>Existing Use</b>	<b>Current Zoning</b>
<b>Site</b>	<b>Cedar Creek Mixed-Use</b>	<b>Vacant</b>	<b>C-2</b>
<b>North</b>	N/A	K-10 Right-of-Way	C-2
<b>South</b>	Conventional Neighborhood & Secondary Greenway	Single-Family Residential	R-1 & RP-1
<b>East</b>	Cedar Creek Mixed-Use	Vacant	C-2
<b>West</b>	Primary Greenway	Vacant	C-2

### 1. Introduction

The applicant is requesting a rezoning from the C-2 (Community Center) Commercial District to the CC (Cedar Creek) District. The subject property is located along the north side of Valley Parkway, east of its intersection with 100<sup>th</sup> Terrace. Additionally, the property is contained within the Cedar Creek Overlay District which was established in August 2012 through the Cedar Creek Area Plan (Green Book). Properties within this overlay area may request a rezoning to the CC (Cedar Creek) District or one of the other zoning districts established in the Unified Development Ordinance. The applicant



has expressed through correspondence received with the application submittal that the CC District is being requested for its consistency with the PlanOlathe Comprehensive Plan and the flexibility provided through the process outlined in the Green Book.

## 2. History

The majority of the subject property was annexed into the City in July 1987 and the easternmost portion was annexed in August 1983. The subject property and properties near the intersection of Valley Parkway and Cedar Creek Parkway were rezoned from a County zoning designation to the C-2 (Community Center) District in June 1988.

## 3. Existing Conditions

The property contains native grasses and dense trees within the eastern portion of the property. Deciduous and evergreen trees have been planted adjacent to Valley Parkway throughout the length of the property. Overhead utility lines are located just north of the property within the right-of-way for K-10 Highway. The property slopes downwards towards the highway with the greatest variation in topography occurring in the center of the subject property and the easternmost portion.



*View of Property Looking North from Valley Parkway*

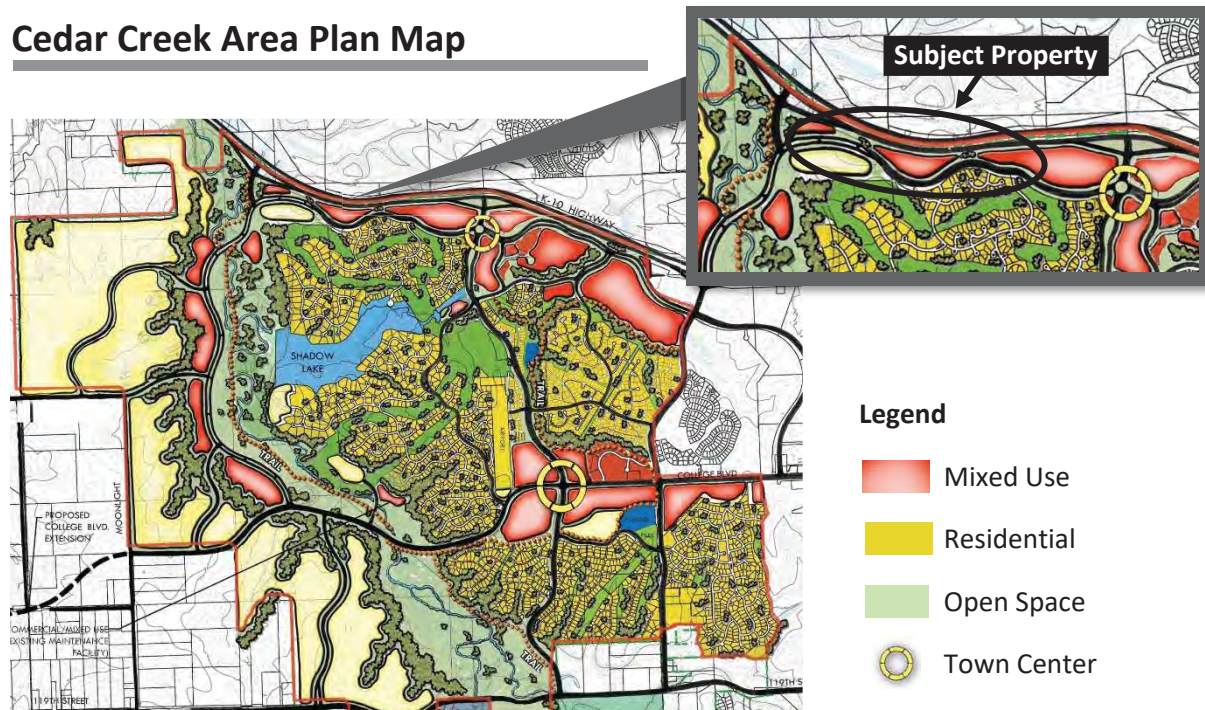


*Aerial View of Subject Property*

#### 4. Zoning

The property is located within the Mixed-Use Subdistrict as depicted in red on the Cedar Creek Area Plan Map below. The Mixed-Use Subdistricts originate from major intersections starting with the Town Center areas circled on the map in yellow and radiating outward from these primary nodes of activity. The Mixed-Use Subdistrict encourages a variety of uses throughout the entire subdistrict area as listed within Section 18.51.060 of the Green Book.

#### Cedar Creek Area Plan Map



The applicant is requesting to narrow the list of uses for the subject property to single-family residential and attached residential uses as stipulated at the end of this report. This request responds to resident feedback received by the applicant and is consistent with the resident feedback received by staff as well. Staff is supportive of the requested residential uses due to the close proximity of the property to single-family residential homes and the development constraints presented by the unique dimensions and topography of the site. The stipulation, found on page 7 of this report, was the result of direct collaboration with the applicant.

Lot dimensional standards, including building setbacks for the CC District, are established in the Green Book. However, there is a lack of clarity in the plan for attached villas in this existing subdistrict. To address this, the applicant has requested a setback be established as 10 feet for the side yard and 20 feet between buildings for villas. While there is no development plan at this time, staff is supportive of this as it provides clear direction for the applicant if villas were constructed in the future. This is also similar to setbacks in other districts such as the R-2 (Residential Two Family) District.



## **5. Development Process**

Per the Green Book, a development plan is not required to accompany the rezoning because the CC District was established as a streamlined process in which development standards are predetermined. After zoning is established, then the applicant will proceed to development plan and plat review. All processes will be reviewed in accordance with the procedures and standards established for the Cedar Creek area in the Green Book. Furthermore, the Green Book also provides the architectural, site design, street access, landscaping and lot dimensional standards for all properties zoned to the CC District.

## **6. Public Notification**

The applicant mailed the required public notification letters to surrounding properties within 200 feet and posted public notice signs on the subject property per Unified Development Ordinance (UDO) requirements. The applicant also held a meeting with the surrounding neighborhood on June 22, 2020 with more than 30 residents in attendance. The residents expressed interest in the residential uses permitted in the CC District and concerns regarding commercial uses or higher density residential uses. The attendees also inquired about the rezoning and plan review process and the street access to the parcels.

Staff received email correspondence and phone calls from six residents regarding the rezoning request. These individuals were also interested in learning more about the proposed use of the property and the uses permitted in the CC District.

After receiving the correspondence from the residents, staff reached out to the applicant to discuss the land uses in more detail. The applicant and staff agreed that the rezoning request could be narrowed to single-family or attached residential type uses with a maximum of 2 units per building. The applicant also followed up with the residents afterwards regarding this collaboration and staff's recommendation for residential.

## **7. Comprehensive Plan Analysis**

The future land use map of the PlanOlathe Comprehensive Plan identifies the subject property as Cedar Creek Mixed Use Center (CCMU). The character of a CCMU Center will range from suburban to more urban development patterns with an emphasis on quality architectural design, pedestrian-oriented sites and a broad mixture of uses throughout the center.

The overall CCMU Center area which spans several properties radiating outward from the Valley Parkway and Cedar Creek Parkway intersection will consist of a variety of uses including residential, commercial, institutional, light industrial and mixed-use buildings with residential located above retail. The wide range of land uses provides a variety of opportunities to create a vibrant center to serve the Cedar Creek and surrounding area residents. Certain land uses are more suitable for certain properties located in the CCMU Center. For instance, the subject property is more suitable for the residential uses envisioned in the CCMU Center based on the close proximity of other residential subdistricts directly south of Valley Parkway and the unique shape of the property that limits the development of several other types of uses including many commercial uses that are available in the existing C-2 District.

The application was reviewed against the rezoning process outlined in the Green Book and the UDO criteria for considering all rezoning applications listed in Unified Development Ordinance (UDO) Section 18.40.090.G as detailed below.

***A. The conformance of the proposed use to the Comprehensive Plan and other adopted plans, studies or policies.***

The proposed district directly aligns with the PlanOlathe Comprehensive Plan Cedar Creek Mixed Use Center future land use designation. As outlined in the Green Book, the CC (Cedar Creek) District is the most compatible district with the comprehensive plan within the overlay area.

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

The CC District and regulations of the Green Book are designed to preserve the quality and unique character of Cedar Creek. The regulations provide some flexibility while still upholding the high-quality architectural and site design standards of the Cedar Creek area. The residential homes in the area are designed with attention to distinct architectural features, primarily masonry and similar durable building materials. The standards of the CC District lead to preservation of open space and natural features that has been carefully managed over many decades in the Cedar Creek Community.

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

The majority of surrounding properties are zoned R-1 (Residential Single-Family) and RP-1 (Planned Single-Family Residential) District. The rezoning as proposed is harmonious with these surrounding districts and existing land uses. The C-2 District to the east is separated by a portion of land with more significant topography and dense vegetation. Future development in this area would be evaluated for buffer and setback requirements.

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

The current zoning district permits several commercial uses that may present conflicts due to the proximity of existing single-family residential homes. There are also significant areas of the property that are not well suited for commercial development due to the topography and narrow site dimensions that are not compatible with many uses permitted in the C-2 District. There is a significant number of acres near the intersection of Valley Parkway and Cedar Creek Parkway that would still retain the commercial uses permissible in the C-2 District.

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

The subject property was rezoned to the C-2 District in 1988 and has been vacant since that time. The property has remained vacant for 30 years primarily due to the unique property dimensions and topography as there were concerns about the compatibility of several commercial uses when the property was rezoned in 1988.

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

The proposed rezoning to the CC District will not detrimentally affect nearby properties as the standards of the district account for the unique high-quality character expected within the Cedar Creek Community. The focus on residential uses, design standards of the district and preservation of natural areas are compatible with the residential areas directly south and west of Valley Parkway.

***G. The extent to which development under the proposed district would substantially harm the value of nearby properties.***

The district as proposed provides uses and design standards that are not anticipated to have any detrimental impact on surrounding properties.

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

Valley Parkway is constructed with four lanes divided by a landscaped median. The roadway network is anticipated to accommodate a development subject to the provisions of the proposed district. The Green Book has roadway design standards specific to the CC District to account for unique topography needs that are characteristic of the Cedar Creek area. Future site plans will be evaluated for safety, capacity and access considerations in relation to surrounding properties.

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

Future development is not anticipated to create air pollution, water pollution, noise pollution, or other environmental harm. The CC District promotes the protection of natural resources through an emphasis on tree preservation and the protection of waterways.

***J. The economic impact of the proposed use on the community.***

Future development will provide increased property tax revenue to benefit the Olathe community.

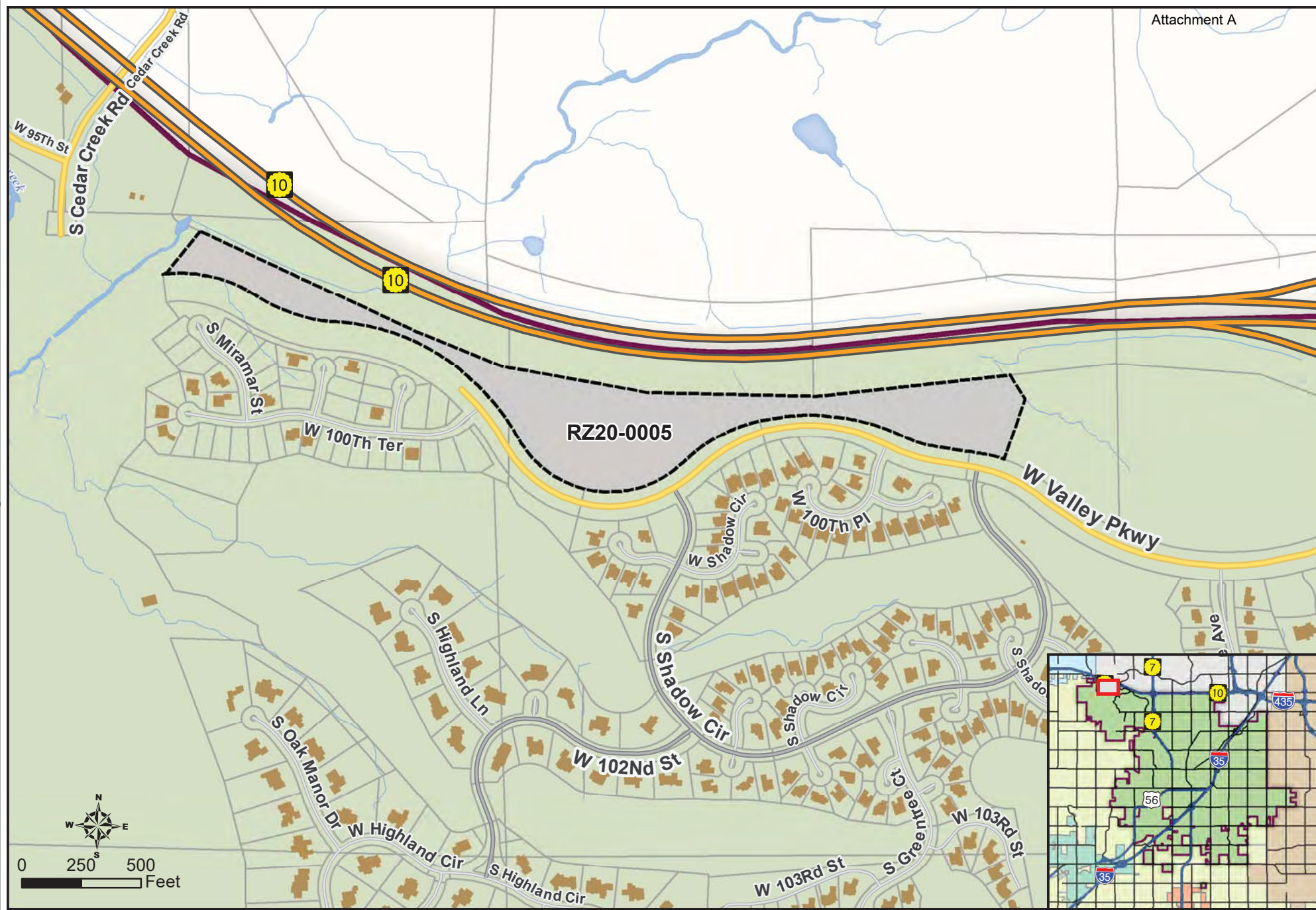
***K. The gain, if any, to the public health, safety and welfare due to denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.***

The proposed rezoning to the CC District does not negatively impact the public health, safety or welfare of the community as presented. If the application were denied, there would be several uses permitted in the existing C-2 District that are not as compatible with the nearby residential neighborhoods and significant portions of the property would create significant challenges for commercial development due to the unique dimensions and topography of the site. City staff and the applicant agree that the proposed rezoning aligns with the goals of the Green Book, Comprehensive Plan and the desire for residential development expressed by the surrounding neighborhood.

## **8. Staff Recommendation**

- A. Staff recommends approval of RZ20-0005, Valley Parkway Parcel for the following reasons:
  - 1. The proposed development complies with the policies and goals of the PlanOlathe Comprehensive Plan for Land Use (LUCC-6).
  - 2. The requested rezoning to the CC District meets the Green Book criteria for considering zoning applications.
- B. Staff recommends approval of the rezoning to the CC (Cedar Creek) District, with the following stipulation:
  - 1. The Rezoning Area (defined above) are limited to only the following permitted uses found in Cedar Creek Area Plan Green Book ("Green Book") Section 18.51.060 for the Mixed-Use Subdistrict (1) Zero Lot Lines; (2) Village Single-Family; and (3) Attached Residential (6 Units Per Acre or Less). If the property is to be developed as Attached Residential, all parties agree that there will be no more than two (2) units per building, which is commonly known as an "Attached Villa" and the allowable side yard setback for an Attached Villa shall be 10 feet per side yard (20 feet between buildings).





**CEDAR CREEK VALLEY PARKWAY PARCEL**  
**RZ20-0005**



User: JaredMD  
Date: 05/28/2020





## MEETING NOTES

<b>Project : CEDAR CREEK VALLEY PARKWAY PARCEL</b>		<b>Meeting Date: JUNE 22, 2020</b>	
<b>Subject: NEIGHBORHOOD MEETING</b>		<b>Meeting Chairperson: Dan Foster</b>	
<b>Meeting Location: Cedar Creek Clubhouse</b>		<b>Meeting Number: 1</b>	
<b>PRESENT:</b> (SA) <i>Cedar Creek</i> Dan Foster		Len Boxler	
Notice of all present: If any of the following items are incorrect or fail to record discussion at the meeting, please contact preparer immediately.			
<b>Prepared By: Dan Foster</b>		<b>Issue Date: JUNE 22, 2020</b>	
<b>Item</b>	<b>Discussion Topics</b>		
	Time meeting starts: 6:05 p.m. and ended at around 7 p.m.		
	<p>Dan provided a brief presentation that included a description of the area proposed for the rezoning, a review of the Cedar Creek Area Master Plan and document, and an explanation of the approval process. The comments included</p> <ol style="list-style-type: none"> <li>1. The history of the Cedar Creek Area Master Plan. The CCAMP was completed in 2012 and was initiated by the City with input from the Cedar Creek Residents and owners of the vacant parcels in Cedar Creek.</li> <li>2. The process includes rezoning to CC which is the preferred zoning district per the Cedar Creek Area Master Plan and the City. The CCAMP outlines the process for rezoning and plan approval. We have discussed the rezoning options with the City staff and the staff discouraged rezoning to any other districts. City staff stated the parcel should be rezoned to CC.</li> <li>3. We discussed the land uses that could be within the Mixed Use area.</li> </ol>		
1	All the residents at the meeting had concerns about commercial and apartment land uses on the parcel. We explained that when we discussed the land use for the parcel the City staff wanted to maintain some commercial uses on the property.		
2	Several residents asked about the approval process. We explained that the process was to meet with the adjacent property owners to present the rezoning request and obtain resident comments. We would provide a summary of the adjacent owner comments and concerns to the City planning staff. We explained that the adjacent owners within 200 feet would be notified again for the public hearing. The adjacent owners would have the opportunity to speak at the Planning Commission hearing and City Council meeting. The residents wanted to make sure that open communication to the residents is maintained and we agreed.		



Item	Discussion Topics
3	Several residents inquired about rezoning to a more residential district. We explained that the preferred rezoning within the CCAMP and by the City staff is CC zoning. We explained that we discussed other options for rezoning but the staff wanted the CC zoning.
4	The residents do not want commercial uses at this intersection. Do not feel that commercial or office uses at this corner. It is not a viable use. Just look at all the vacant retail in the area and along K-7. We acknowledged that we were aware of the vacant retail in the vicinity and agree that within our life time this area probably not be a prime retail corner. They are very concerned about having a failed empty commercial area in Cedar Creek.
5	The residents do not want apartments at this location. They do not feel it matches the character of the area.
6	The residents inquired why there was no plan. We responded that the owner had not decided what product to propose for the site. We do not believe it should be commercial. We would prefer to have residential uses and in order to propose a residential project we need CC zoning.
7	The resident asked about access to the parcels. We explained that in order to meet the City access management access would align with Shadow Circle or Shadow Ridge Drive. Access could be at 100 <sup>th</sup> Place, however unlikely as it would be difficult to design a road that would meet the City criteria.
8	<p>The residents asked what the developer preference at this time. We stated that we have looked at for sale twin attached villas for the parcel as it makes sense to provide another high quality housing type option in this area. However, depending on market it could also be a small villa style home.</p> <p>The residents asked if the unit would be rentals. We stated that there is no prohibition for rentals for any residential in Cedar Creek. The buildings could be purchased and rented just like any other residential unit can be in Cedar Creek.</p>
9	The residents asked about the quality of the project. We stated that any proposed project would have to meet the CCAMP and the Cedar Creek standards.



## MINUTES

### Planning Commission Meeting: July 13, 2020

<b>Application:</b>	<b><u>RZ20-0005</u>: Rezoning from C-2 (Community Center) to CC (Cedar Creek) District for the Valley Parkway Parcel</b>
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**Kim Hollingsworth, Senior Planner**, presented an application for rezoning from C-2 to CC District, for property located northwest of Valley Parkway and Cedar Creek Parkway, south of Highway K10. She noted that the property has unique site dimensions and several areas with sloping topography. This property was rezoned to C-2 in 1988, along with other properties near the intersection of Cedar Creek Parkway and Valley Parkway. Properties to the south are zoned R-1 and RP-1. Also, the property is located within the Cedar Creek overlay district, which was established in 2012 through the Cedar Creek area plan, also known as the Green Book. Properties in this overlay may request a rezoning to the Cedar Creek District or one of the other districts established in the Unified Development Ordinance. The Green Book states that the CC District is the preferred district because the standards are consistent with the unique character and vision of the City Creek community. Additionally, the property is located in the Mixed-Use Subdistrict.

The applicant held a neighborhood meeting attended by over 30 residents on June 22, 2020. Attendees expressed interest in seeing residential uses instead of apartment or commercial uses. They also had questions regarding the review process and site access. Staff was contacted by six residents who were interested in learning more about the proposed use of the property and uses permitted in the CC District.

This request is for the CC District with a narrowed list of permitted uses, including single-family residential, zero lot line homes, and attached residential. Staff supports this request based on the proximity of the property to single-family homes, the development constraints on the property, and feedback heard from residents in the area. Staff also supports the requested district due to its compatibility with PlanOlathe. A development plan is not required. Architectural, site design and landscaping requirements are outlined in the Green Book and will be reviewed during development plan and plat review.

In summary, staff recommends approval of this application and supports the request for the reasons identified in the staff report.

**Chair Vakas** opened the public hearing. **Frank Clark, Sarah Hill and Jeff Hill** all passed on their opportunity to speak. **Jim Brown, 26835 W. Shadow Circle, Olathe**, approached the podium. He attended the meeting with developers, which he felt was very productive. He noted that in addition to those attending in person tonight, there are a number of residents listening in from remote locations. He said they want a development that is complementary to The Villas of Shadow Glen, which they feel is a unique community within Cedar Creek with stucco and stone fronts, valued at a particular price point. They would like this new development to look as much a part of the neighborhood as possible, be a maintenance-provided community, that they have tile or slate roofs, and that there be screening. He also encouraged preservation of trees. He asked if this is a single-builder development.

**John Duggan, Applicant, 9101 W. 110<sup>th</sup> Street, Overland Park**, approached the podium. He said they have not decided yet if this will be a single-builder development. He referred to

RZ20-0005  
July 13, 2020  
Page 2

the high architectural standards set out in the Green Book, and this development has to meet those demands.

**Chair Vakas** thanked everyone who has an interest in this matter. He called for a motion to close the public hearing.

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

*Motion was approved 6-0.*

*Motion by Comm. Sutherland, seconded by Comm. Breen, that RZ20-0005 be approved for the following reasons:*

1. The proposed development complies with the policies and goals of the PlanOlathe Comprehensive Plan for Land Use (LUCC-6).
2. The requested rezoning to the CC District meets the Green Book criteria for considering zoning applications.

*Comm. Sutherland's motion included approving RZ20-0005 subject to the following stipulation:*

- 1) The Rezoning Area (defined above) are limited to only the following permitted uses found in Cedar Creek Area Plan Green Book ("Green Book") Section 18.51.060 for the Mixed-Use Subdistrict (1) Zero Lot Lines; (2) Village Single-Family; and (3) Attached Residential (6 Units Per Acre or Less). If the property is to be developed as Attached Residential, all parties agree that there will be no more than two (2) units per building, which is commonly known as an "Attached Villa" and the allowable side yard setback for an Attached Villa shall be 10 feet per side yard (20 feet between buildings).

*Aye: Corcoran, Youker, Breen, Nelson, Sutherland, Vakas (6)*

*No: (0)*

*Motion was approved 6-0.*

**ORDINANCE NO. 20-26**

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

**WHEREAS**, Rezoning Application No. RZ20-0005 requesting rezoning from C-2 (Community Center) District to CC (Cedar Creek) District was filed with the City of Olathe, Kansas, on the 15<sup>th</sup> day of May 2020; and

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

**WHEREAS**, a public hearing on such application was held before the Planning Commission of the City of Olathe, Kansas, on the 13<sup>th</sup> day of July 2020; and

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

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

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

Part of the Southwest One-Quarter of Section 6, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northeast corner of said Southwest One-Quarter; thence South 01 degrees 40 minutes 57 seconds East, along the East line of said Southwest One-Quarter, a distance of 633.12 feet to a point on the South line of K-10 Highway as now established, said point being the Point of Beginning; thence continuing South 01 degrees 40 minutes 57 seconds East, along said East line, a distance of 214.47 feet to a point on the North right of way of Valley Parkway as platted in CEDAR CREEK VILLAGE I, THIRTIETH PLAT, a subdivision in said City of Olathe, also being a point of curvature; thence Northwesterly along said North right of way line for the next seven courses, along a curve to the left, having a radius of 910.00 feet, a central angle of 10 degrees 22 minutes 08 seconds, an initial tangent bearing of North 35 degrees 28 minutes 22 seconds West, and an arc length of 164.68 feet to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 1560.00 feet, a central angle of 03 degrees 26 minutes 30 seconds, and an arc length of 93.71 feet to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 810.00 feet, a central angle of 08 degrees 02 minutes 05 seconds, and an arc length of 113.59 feet to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 903.00

feet, a central angle of 32 degrees 00 minutes 08 seconds, and an arc length of 504.37 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 575.00 feet, a central angle of 10 degrees 58 minutes 30 seconds, and an arc length of 110.14 feet to a point of curvature; thence along a curve to the right, tangent to the previous course and having a radius of 725.00 feet, a central angle of 19 degrees 20 minutes 02 seconds, and an arc length of 244.64 feet to a point of curvature; thence along a curve to the left, tangent to the previous course and having a radius of 575.00 feet, a central angle of 40 degrees 22 minutes 20 seconds, and an arc length of 405.16 feet to the Northwest corner of said CEDAR CREEK VILLAGE I, THIRTIETH PLAT; thence North 58 degrees 15 minutes 58 seconds East, a distance of 24.19 feet (deeded North 59 degrees 53 minutes 40 seconds East a distance of 23.36 feet); thence North 36 degrees 56 minutes 35 seconds East, a distance of 217.12 feet (deeded North 36 degrees 59 minutes 13 seconds East) to a point on the South right of way of said K-10 Highway; thence South 66 degrees 47 minutes 07 seconds East, along said South right of way, a distance of 897.05 feet; thence South 68 degrees 34 minutes 07 seconds East, along said South right of way, a distance of 524.64 feet to the Point of Beginning, and containing 3.7297 acres, more or less.

AND

Part of the Southeast One-Quarter of Section 6, Township 13 South, Range 23 East, in the City of Olathe, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Southeast One-Quarter of said Section 6; thence South 01 degree 40 minutes 57 seconds East, along the West line of the said Southeast One-Quarter, a distance of 633.12 feet to the POINT OF BEGINNING; thence South 83 degrees 17 minutes 20 seconds East, along the Southerly right-of-way line of K-10 Highway as now established, a distance of 531.73 feet; thence North 89 degrees 44 minutes 24 seconds East, along the said right-of-way line, a distance of 747.34 feet; thence North 81 degrees 53 minutes 38 seconds East, along the said right-of-way line, a distance of 828.88 feet; thence South 34 degrees 00 minutes 38 seconds East a distance of 118.61 feet; thence South 17 degrees 14 minutes 05 seconds West a distance of 264.61 feet to a point on a curve on the Northerly right-of-way line of Valley Parkway right-of-way as platted in the plat of Valley Parkway; thence Westerly, along the said right-of-way line and along a curve to the left having a radius of 560.00 feet, an initial tangent bearing of North 72 degrees 45 minutes 55 seconds West, a central angle of 10 degrees 29 minutes 29 seconds and an arc length of 102.54 feet to a point; thence North 83 degrees 15 minutes 25 seconds West, along the said right-of-way line and along the Northerly right-of-way line of said Valley Parkway as platted in the plat of Cedar Creek Village I Twenty-Fifth Plat, a distance of 194.83 feet to a point of curvature; thence Westerly, along the said Northerly line and along a curve to the right having a radius of 440.00 feet, a central angle of 16 degrees 09 minutes 38 seconds and an arc length of 124.10 feet; thence North 67 degrees 30 minutes 20 seconds West, along the said Northerly line, a distance of 41.41 feet to a point of

curvature; thence Westerly, along the said Northerly line and along a curve to the left, having a radius of 817.00 feet, a central angle of 17 degrees 53 minutes 24 seconds and an arc length of 255.10 feet; thence North 85 degrees 23 minutes 46 seconds West, along the said Northerly line, a distance of 37.54 feet to a point of curvature; thence Westerly, along the said Northerly line and along a curve to the left having a radius of 745.00 feet, a central angle of 15 degrees 32 minutes 28 seconds and an arc length of 202.08 feet to a point of reverse curvature; thence Westerly along the said Northerly line and along a curve to the right having a radius of 4983.00 feet, a central angle of 00 degrees 30 minutes 36 seconds and an arc length of 44.36 feet to a point of reverse curvature; thence Southwesterly, along the said Northerly line, along the Northerly line of Valley Parkway as deeded, and along a curve to the left having a radius of 667.00 feet, a central angle of 18 degrees 37 minutes 42 seconds and an arc length of 216.86 feet; thence South 60 degrees 56 minutes 41 seconds West, along the said Northerly line, a distance of 11.33 feet to a point of curvature; thence Southwesterly, along the said Northerly line and along a curve to the left having a radius of 557.39 feet, a central angle of 09 degrees 53 minutes 34 seconds and an arc length of 96.24 feet to a point of compound curvature; thence Southwesterly, along the said Northerly line and along a curve to the left having a radius of 760.00 feet, a central angle of 07 degrees 09 minutes 02 seconds and an arc length of 94.85 feet to a point of reverse curvature; thence Westerly, along the said Northerly line and along a curve to the right having a radius of 440.00 feet, a central angle of 101 degrees 07 minutes 12 seconds and an arc length of 776.54 feet; thence South 55 degrees 01 minute 16 seconds West, along the Westerly line of said Valley Parkway right-of-way, a distance of 64.87 feet to a point on the West line of the said Southeast One-Quarter of Section 6; thence North 01 degree 40 minutes 57 seconds West, along the said West line, a distance of 338.82 feet to the POINT OF BEGINNING and containing 12.5770 acres, more or less.

Said legally described property is hereby rezoned from C-2 (Community Center) District to CC (Cedar Creek) District

**SECTION TWO:** That this rezoning is approved subject to the following stipulations:

1. The Rezoning Area (defined above) is limited to only the following permitted uses found in Cedar Creek Area Plan Green Book ("Green Book") Section 18.51.060 for the Mixed-Use Subdistrict (1) Zero Lot Lines; (2) Village Single-Family; and (3) Attached Residential (6 Units Per Acre or Less). If the property is to be developed as Attached Residential, all parties agree that there will be no more than two (2) units per building, which is commonly known as an "Attached Villa" and the allowable side yard setback for an Attached Villa shall be 10 feet per side yard (20 feet between buildings).

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

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

**PASSED** by the City Council this 4th day of August 2020.

**SIGNED** by the Mayor this 4th day of August 2020.

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Mayor

ATTEST:

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City Clerk

(Seal)

APPROVED AS TO FORM:

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City Attorney



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Legal

**STAFF CONTACT:** Brenda Long

**SUBJECT:** Consideration of Ordinance No. 20-27 levying assessments to collect city expenditures for weed mowing and debris removal.

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**ITEM DESCRIPTION:**

Consideration of Ordinance No. 20-27 levying assessments to collect city expenditures for weed mowing and debris removal.

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**SUMMARY:**

On June 16, 2020, the Council approved Resolution No. 20-1043 calling for a public hearing to levy assessments against properties for weed mowing and/or debris removal. A public hearing concerning this matter was held on July 21, 2020. The City has provided the services needed for the maintenance of these properties. The owners have been sent invoices and the accounts have not been paid.

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**FINANCIAL IMPACT:**

In accordance with Sections 6.06.130 and 6.09.120 of the Olathe Municipal Code, the assessment ordinance will collect expenses for property maintenance totaling \$66,405.

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**ACTION NEEDED:**

A motion to pass Ordinance No. 20-27 levying the assessments would be in order.

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**ATTACHMENT(S):**

- A. Assessment Ordinance No. 20-27



## ORDINANCE NO. 20-27

### **AN ORDINANCE LEVYING ASSESSMENTS AGAINST LOTS, PIECES, AND PARCELS OF LAND LOCATED IN THE CITY OF OLATHE, KANSAS TO COLLECT UNPAID CITY EXPENDITURES FOR THE MOWING OF WEEDS AND REMOVAL OF DEBRIS.**

WHEREAS, the City of Olathe, Kansas, pursuant to Chapters 6.06.060 through 6.06.120 and 6.09.050 through 6.09.110 of the Olathe Municipal Code, did cause debris to be removed and/or weeds to be mowed on the property below; and

WHEREAS, statements of cost for the removal of debris and/or mowing of weeds were sent to property owners; and

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

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

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

SECTION ONE: Special service assessments to pay the costs incurred by the city in mowing weeds and/or moving debris are hereby levied on the following described lots, pieces, and parcels of land:

<b>OWNER</b>	<b>LEGAL DESCRIPTION</b>	<b>COST</b>
BETTENCOURT, KARL 13085 WILD ROSE LN OLATHE, KS 66061	26-13-23 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, LLC 2211 W VALLEY OLATHE KS 66061	27-13-23 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	27-13-23 S 200' W 233' SE1/4 1.069 ACS M/L OLC 219C 2	\$812.50
CUMMINS, ROBERT. REV TRUST 650 N LINCOLN ST SPRING HILL KS 66083	35-13-23 PT SE1/4 E 136' S 107.50' N 1320' .336 ACS M/L OLC 326H	\$125.00
WEDGE, RICHARD PO BOX 127 KETCHUM OK 74349	36-13-23 BG CTR/L CEDAR ST 305' E W/L SW1/4 NW1/4 E 240.45' TO CRK NLY 60' NE 107'NW 100' NE 50.1' TO N/L SW1/4 NW1/4 W 195.4' S 297' TO BG 1.79 ACS EX S 25' IN ST OLC-0343	\$1,437.50
GPC & L HOLDINGS LLC 11114 W 113TH ST OVERLAND PARK KS 66210	8-14-24 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	AMBER HILLS ESTATES 4TH PLAT LT 180 OLC 679 180	\$375.00
ARCHER VILLAS LLC 3514 CLINTON PKWY LAWRENCE KS 66047	ARCHER SUBDIVISION, Lot 1	\$625.00
TESMER, SHAWN & DUPREE 2116 E ARROWHEAD CIR OLATHE KS 66062	ARROWHEAD LT 15 BLK 4 OLC 670 5 4 15	\$250.00
WILSON KENWOOD TRUST 923 NE WOODS CHAPEL RD LEE'S SUMMIT MO 64064	ARROWHEAD LT 33 BLK 4 OLC 670 5 4 33	\$312.50
ENOCHS, DARREN 900 S DIANE OLATHE KS 66061	ARROWHEAD LT 8 BLK 7 OLC 670 5 7 8	\$312.50
FERGUSON, CHRISTOPHER 2025 E MOHAWK DR OLATHE KS 66062	ARROWHEAD LT 14 BLK 18 OLC 670 4 18 14	\$167.50
TITAN FISH ONE, LLC 8349 MONTICELLO RD SHAWNEE KS 66227	ASBURY CENTRE LT 1 OLC 469 1	\$1,812.50
TITAN FISH ONE, LLC 8349 MONTICELLO RD SHAWNEE KS 66227	ASBURY CENTRE LT 2 OLC 469 2	\$1,187.50
JACOBSON-CAMPBELL 8349 MONTICELLO RD SHAWNEE KS 66227	ASBURY CENTRE TRACT A OLC 469 A	\$1,250.00
LEONEL, ADNANE 9840 WORNALL RD KANSAS CITY MO 64114	AVALON E 80 FT LOT 3 BLK 1 OLC 3430	\$125.00
JOHN, DEREK 10423 W 56TH ST SHAWNEE KS 66203	AVALON LOT 5 BLK 1 OLC-3432	\$250.00
SANDERS, NEAL R 15907 W 150TH ST OLATHE KS 66062	BELLA VISTA LT 119 OLC 658 1 119	\$562.50
PHILLIPS, MATTHEW 15133 S NAVAHO DR OLATHE KS 66062	BLACKBOB TRAILS LT 67 BLK 3 OLC 679 3 67	\$312.50
VERNIKOV, VLADIMIR 84 CHICKEN VALLEY RD OLD BROOKVILLE NY 11645	BRIARWOOD 1ST PLAT LT 34 OLC 643 3 34	\$250.00
BRIGHTON'S LANDING PO BOX 3165 OLATHE KS 66063	BRIGHTON'S LANDING FIRST PLAT LT 54 OLC 77 54	\$250.00

P & L DEVELOPMENT LLC 14100 BELINDER ST OVERLAND PARK KS 66224	BRIGHTON'S LANDING SECOND PLAT LT 113 OLC 77 5 113	\$125.00
P & L DEVELOPMENT LLC 14100 BELINDER ST OVERLAND PARK KS 66224	BRIGHTON'S LANDING FOURTH PLAT LT 256	\$312.50
P & L DEVELOPMENT LLC 14100 BELINDER ST OVERLAND PARK KS 66224	BRIGHTON'S LANDING FOURTH PLAT LT 269	\$187.50
BRIGHTON'S LANDING PO BOX 3165 OLATHE KS 66063	BRIGHTON'S LANDING FOURTH PLAT TRACT R	\$125.00
BRITTANY DEVELOPMENT 12553 S HAGAN LN OLATHE KS 66062	BRITTANY PLACE TRACT A OLC 375 1A TA	\$1,500.00
DIMMITT, BECKY 1105 N CURTIS ST OLATHE KS 66061	BRYN VISTA PARK NO. 2 LT 13 BLK 2 OLC 172 2 13	\$280.00
ZETHRAEUS FAMILY TRUST 4490 ENCINAL CANYON MALIBU CA 90265	BURRIS & OCHEL TREES ADDITION LT 3 BLK 11 EX W 1/2 OLC 2360	\$106.32
PALACIOS, KATHY 814 E PARK ST OLATHE KS 66061	BURRIS & 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	BURRIS & OCHEL TREES ADDITION W 53' LT 5 BLK 19 OLC 2469A	\$125.00
ALBRECHT, MARK 12091 S TROOST ST OLATHE KS 66061	CEDAR BROOKE THIRD PLAT LT 69 OLC 155 69	\$112.50
GUY, ORA 1833 W FERREL ST OLATHE KS 66061	CEDAR ESTATES LT 6 BLK 2 OLC 303 2 6	\$125.00
OLATHE DEVELOPMENT 12735 MORRIS RD 400 ALPHARETTA GA 30004	CORPORATE RIDGE EIGHTH PLAT LT 11 OLC 535 A 11	\$1,250.00
ARMSTRONG, MELODIE 1603 N MADISON ST RAYMORE MO 64083	DEVONSHIRE PHASE II LT 178 OLC 615 6 178	\$1,187.50
TRIM, PETER 15970 QUIVIRA OVERLAND PARK KS 66211	EDGEMERE AN ADDITION TO THE CITY OF OLATHE LT 10 BLK 1 OLC 4466	\$312.50
SANCHEZ, MARGARITA 912 S TROOST ST OLATHE KS 66061	EDGEMERE 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	ELMWOOD LOT 55 OLC-0211 0001 0055	\$125.00
GENESIS INV 2111 E SANTA FE ST 267 OLATHE KS 66062	FAIRVIEW LOT 75 OLC-3836	\$125.00
ORTIZ, IVANA 1123 S PROVENCE ST OLATHE KS 66061	FAIRVIEW LOT 132 OLC-3895	\$250.00
DONAHUE, JOE PO BOX 3720 OLATHE KS 66063	FAIRVIEW W 25' LT 189 OLC 3938A	\$625.00
WILLIAMSON, ANDY 723 YOEKE ST TONGANOXIE KS 66086	FAIRVIEW LT 196 EX N 81.48' OLC 3946	\$750.00
YOUNG, JENNIFER 800 W SPRUCE ST OLATHE KS 66061	FAIRVIEW 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	FAIRVIEW HILLS LOT 1 OLC-0733 0001	\$367.50
MEL LATORRE PROPERTIES I C/O HOLLEY PROPERTIES LLC 15601 W 139TH ST OLATHE KS 66062	FAIRVIEW HILLS LOT 4 OLC-0733 0004	\$125.00
MEL LATORRE PROPERTIES I C/O HOLLEY PROPERTIES LLC 15601 W 139TH ST OLATHE KS 66062	FAIRVIEW HILLS LOT 5 OLC-0733 0005	\$180.00
YE, YULIN & TUO CHEN 505 N MONROE ST OLATHE KS 66061	FAIRVIEW HILLS LT 18 & S 5' LT19 OLC 733 18	\$125.00
LACAYO, MARIA 405 N MONROE OLATHE KS 66061	FAIRWOOD ADDITION LT 6 OLC 741 1 6	\$125.00
4J VENTURES LLC 276 N SUMAC ST OLATHE KS 66061	FOXFIELD VILLAGE SEVENTH PLAT LT 300	\$776.05
LAUBINGER, DWAYNE 1006 W VIRGINIA LN OLATHE KS 66061	GOVERNORS 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	HAVENCROFT LT 10 BLK 30 OLC 637A 3 29 1 30 10	\$125.00

STOECKLE, L 16621 W 145TH TER OLATHE KS 66062	HAVENCROFT LT 8 BLK 42 OLC 663 4 42 8	\$437.50
PRIETO, VICTOR 16645 W 147TH ST OLATHE KS 66062	HAVENCROFT LT 2 BLK 46 OLC 663 4 46 2	\$1,305.00
PINTO, LUIS 4415 S LANE ST OLATHE KS 66061	HIGHLAND PARK LOT 75 EX N 2' & ALL LOT 76 OLC-4150	\$187.50
LANIER, ALLAN L & MINDY 875 S WATER ST OLATHE KS 66061	HODGES HIGHLANDS LOT 6 OLC-4456 0006	\$3,300.65
MUSAU, RAPHAEL 404 S CHAMBERY DR OLATHE KS 66061	LAKEHURST LT 55 OLC 364 1 55	\$125.00
AZAZ FAMILY INVESTMENTS 8826 SANTA FE OVERLAND PARK KS 66212	LAKE SIDE ACRES LT 20 EX E 150' & EX BG 150' W NE CR W 88' X S 125' & EX BG SW CR E 125' X N 76' OLC 358 20	\$250.00
KLD BUYER ONE, LLC 5600 W 95TH ST OVERLAND PARK KS 66207	LAKESHORE MEADOWS 2ND PLAT LT 63 OLC 271 63	\$125.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 15 OLC 246C 15	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 19 OLC 246C 19	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 20 OLC 246C 20	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 21 OLC 246C 21	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 22 OLC 246C 22	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 23 OLC 246C 23	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 31 OLC 246C 31	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 32 OLC 246C 32	\$375.00

CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 35 OLC 246C 35	\$375.00
LINKS OF PRAIRIE HIGHLANDS 15954 MUR-LEN RD 207 OLATHE KS 66062	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 38 OLC 246C 38	\$125.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 42 OLC 246C 42	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 44 OLC 246C 44	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 45 OLC 246C 45	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 46 OLC 246C 46	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 49 OLC 246C 49	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 50 OLC 246C 50	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 51 OLC 246C 51	\$375.00
CENTRAL NATIONAL BANK 7500 W 110TH ST OVERLAND PARK KS 66210	LINKS OF PRAIRIE HIGHLANDS 1ST PLAT LT 52 OLC 246C 52	\$375.00
MERIDIAN TITLE COMPANY 64 E 6400 S SALT LAKE CITY UT 84107	MOORE BUSINESS PARK FIRST PLAT LT 1 EX BG NE CR S 46.19'NW 58.18' W 502.01' SW 166.50'& 51.57' TO E RTWY/L MOORE AVEN 65.52' TO NW CR LT 1 E 755.79' TO POB OLC 617 6 1	\$2,000.00
CONSUEGRA, ALEXIS 809 S GRANT ST OLATHE KS 66061	NONEMAKER ADDITION LOT 3 OLC-4455F0003	\$375.00
MEL LATORRE PROPERTIES I C/O HOLLEY PROPERTIES LLC 15601 W 139TH ST OLATHE KS 66062	NONEMAKER ADDITION LOT 7 EX N 2.07' OLC 4455F 7	\$125.00
BURNETTE, TERESA 527 ROZIER CHURCH RD LUMBERTON NC 26360	NONEMAKER 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	NONEMAKER ADDITION S 4' LOT 16& N 71' LOT 17 OLC 4455F 13	\$125.00
AULD, KEVIN PO BOX 321 OLATHE KS 66051	NORTH 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	NORTH RIDGE SUBDIVISION THIRD PLAT PT LT 14 BLK 6 EX N 46.13' OLC 582 7 6 14	\$125.00
LAMBERT, AIKHIONBARE 6955 N DURANGO DR 1115-302 LAS VEGAS NV 89149	NORTH 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	NORTH 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 & ELEANOR 617 N WATER ST OLATHE KS 66061	OLATHE LT 11 BLK 2 OLC 27	\$1,000.00
SERNA, ABRAHAM 321 N CHESTNUT ST OLATHE KS 66061	OLATHE LT 3 & N 1/2 VAC ALLEY ADJ BLK 11 OLC 193	\$687.50
CAPES, JEAN 315 W PRAIRIE ST OLATHE KS 66061	OLATHE 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	OLATHE 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	OLATHE 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	OLATHE LTS 11 & 12 BLK 38 OLC 831	\$187.50
MAECOMMON 250 E 96TH ST INDIANAPOLIS IN 46240	OLATHE 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	PERSIMMON POINTE FIRST PLAT LT 19 OLC 224 7 1 19	\$125.00
444KSA VENTURES, LLC 12404 W 62ND TER SHAWNEE KS 66216	PILCHER PLACE LT 2 BLK 1 & W1/2 VAC ALLEY ADJ OLC-1921	\$430.00

444KSA VENTURES, LLC 12404 W 62ND TER SHAWNEE KS 66216	PILCHER PLACE LTS 3 6 & 7 BLK 1 & W1/2 VAC ALLEY ADJ OLC 1925	\$1,250.00
WALTER, BRYCE & ANN 1005 N LINCOLN ST OLATHE KS 66061	PRAIRIE HAVEN EAST 1ST PLAT LT 17 OLC 209 17	\$328.00
HALL, RYAN 1000 S PITT ST OLATHE KS 66061	PROVENCE VILLAGE LOTS 34 & 35 OLC-0035	\$187.50
TAYLOR, PATRICK 10508 W 134TH ST #4201 OVERLAND PARK KS 66213	QUAILWOOD ESTATES 2ND PLAT LT 62 OLC 196 62	\$187.50
HARTLEY, SHAWN PO BOX 3933 OLATHE KS 66063	RIDGECREST 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 LLC 15601 W 139TH ST OLATHE KS 66062	RIDGEVIEW 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
JOSEPH, KARLA 301 S CENTRAL ST OLATHE KS 66061	RIDGEVIEW ADDITION NO. 2 TO THE CITY OF OLATHE KANSAS BLOCKS A, B, C AND D LT 2 BLK A OLC 2637 2	\$305.00
GUERRERO, HERMALINDA 825 S SUNSET DR OLATHE KS 66061	RIDGEVIEW SOUTH LOT 7 BLK 5 OLC-0339 0067	\$187.50
MENDIETA, JOEL 928 S HUNTER DR OLATHE KS 66061	RIDGEVIEW 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 & LYNDIA 722 S WINDSOR OLATHE KS 66061	RIDGEVIEW SOUTH BLOCKS 8 TO 13 INCLUSIVE LT 8 BLK 8 OLC 339 114	\$328.00
CONYBEAR, DONALD 1121 W ELM ST OLATHE KS 66061	ROLLING RIDGE LOT 22 OLC-0299 0022	\$125.00
KROUT, KRISTINA 916 S VIRGINIA LN OLATHE KS 66061	ROLLING 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	ROLLING RIDGE SOUTH LOT 254 OLC-0301 0254	\$735.00



HUFFMAN, JORDAN & EWBANK, TANNER 307 N MAHAFFIE ST OLATHE KS 66061	SANTA 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	SANTA FE HEIGHTS LOTS 22 & 23 BLK 4 OLC- 3622	\$305.00
BECK EQUITIES 323 MOJAVE WEST ST LAKE QUIVIRA KS 66217	SAXONY LT 13 OLC 290 13	\$125.00
CHIPPER TWO, LLC 119 N PARKER OLATHE KS 66061	SAXONY W 42.5' LT 18 OLC 290 18A	\$125.00
PRASAD, KRISHNA & SAROJ 13904 STONEFIELD LN CLIFTON VA 22024	SCARBOROUGH LT 46 BLK 3 OLC 674 3 46	\$437.50
CERBERUS SFR HOLDINGS II LP 1850 PARKWAY PL 900 MARIETTA GA 30067	STAGECOACH MEADOWS THIRD PLAT LT 22 BLK 6 OLC 669 6 22	\$500.00
ATER, RONALD 588 W LOULA OLATHE KS 66061	STEPHENSON'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	STEVENSONS 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	STONEHURST FOURTH PLAT LT 135 OLC 684D 135	\$375.00
MEL LATORRE PROPERTIES I C/O HOLLEY PROPERTIES LLC 15601 W 139TH ST OLATHE KS 66062	TAFT PARK LT 173 THRU 178 EX PT IN ST OLC 4735 2	\$575.60
C & R PROPERTIES 16117 W CHALET DR OLATHE KS 66062	TAFT 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	TAFT PARK LT 197 EX N 5' & ALLLT 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	THE VILLAGES OF SUNNYBROOK ESTATES 6TH PLAT LT 7 OLC 83 5 7	\$1,750.00

DOLCE PROPERTIES 11835 ROE AVE 128 LEAWOOD KS 66211	THE VILLAGES OF SUNNYBROOK ESTATES 6TH PLAT LT 8 OLC 83 5 8	\$1,875.00
DOLCE PROPERTIES 11835 ROE AVE 128 LEAWOOD KS 66211	THE 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	THE VILLAGES OF SUNNYBROOK ESTATES 6TH PLAT TRACT C EX BG NE CR LT 5 SUNNYBROOK W 267.51' NW 153.20' NE 64.19' SE 375.52' SE CUR LF 7' SE 47.60' TO POB OLC 83 5 C	\$437.50
PTACEK, CODY C/O FEDRAL LOAN MORTGAGE CORPORATION 8201 CYPRESS PLAZA DR JACKSONVILLE FL 32256	THE RESERVE OF BRIGHTON'S LANDING LT 17 OLC 76 2 1A 17	\$187.50
MASINGALE, STEPHANIE 13904 S SYCAMORE ST OLATHE KS 66062	TOMAHAWK 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	TOMAHAWK TRAILS LT 125 OLC 652 3 125	\$60.00
RICHERT, DONNA 1215 E JOHNSTON ST OLATHE KS 66061	TWO TRAILS E 39.9' LT 184 OLC 176A 184	\$250.00
PALACIOS, GONZALO 1200 E LOULA ST OLATHE KS 66061	WALDRON PLACE LOTS 17 & 18 BLK 1 OLC 2551	\$187.50
ALVAREZ, JUAN BELTRAN 1013 E PARK ST OLATHE KS 66061	WALDRON PLACE LOT 7 BLK 3 OLC-2591	\$462.50
EXPLORER INC 11709 W HARMONY LN OLATHE KS 66062	WESTLAKE 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	WILLOW BEND LT 5 BLK 1 OLC 670 1 1 5	\$839.96
PUNO, ROMAN 15420 W 155TH ST OLATHE KS 66062	WOODLAND CREEK 5TH PLAT LT 236 OLC 682E 236	\$250.00

SECTION TWO: Such assessments shall be certified by the City Clerk to the County Clerk of Johnson County, Kansas, and in the same manner as other taxes.

SECTION THREE: That this ordinance shall take effect and be in force from and after its passage and publication as provided by law.

ADOPTED by the Council this 4th day of August 2020.

SIGNED by the Mayor this 4th day of August 2020.

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Mayor

ATTEST:

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City Clerk

(Seal)

APPROVED AS TO FORM:

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City Attorney



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Legal

**STAFF CONTACT:** Ron Shaver/Daniel Yoza

**SUBJECT:** Consideration of Ordinance No. 20-28 making amendments to the Olathe Emergency Operations Act, O.M.C. Chapter. 2.08.

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**ITEM DESCRIPTION:**

Consideration of Ordinance No. 20-28 making amendments to the Olathe Emergency Operations Act, O.M.C. Chapter. 2.08.

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**SUMMARY:**

This ordinance was presented to the Council as a report item at the July 21, 2020 meeting. During the 2020 special session of the Kansas Legislature, House Bill No. 2016 ("HB 2016") passed. This bill amends K.S.A. 48-939 to make the violation of rules and regulations issued pursuant to local disaster emergency declarations a civil penalty only.

Olathe has a statutory Emergency Operation Plan, codified in Olathe Municipal Code Chapter 2.08. Currently, the penalty for violating Chapter 2.08 is an Unclassified Public Offense, for which the sentence is confinement in jail, a fine, or both. However, HB 2016 makes the violation a civil offense with no jail time. To remain consistent with state statute, staff recommends Section 2.08.220 be amended as shown in the draft ordinance **(Attachment 1)**.

The other amendments in the ordinance are simply corrections to refer to Chapter 2.08 as the emergency "ordinance," instead of the emergency "act." This is the legally correct name for actions taken by the City, and prevents confusion between State and City disaster declarations.

The proposed amendments are in **Attachment 1**. House Bill No. 2016 Section 36 is in **Attachment 2**.

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**FINANCIAL IMPACT:** None.

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**ACTION NEEDED:**

Approve Ordinance No. 20-28 amending the Olathe Emergency Operations Act, O.M.C. Chapter. 2.08

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**ATTACHMENT(S):**

Attachment 1 - O.M.C. Chapter 2.08 Amendments.

Attachment 2 - HB 2016 Section 36

## ORDINANCE NO. 20-28

### AN ORDINANCE AMENDING SECTIONS 2.08.010, 2.08.110, AND 2.08.220 OF THE OLATHE MUNICIPAL CODE PERTAINING TO THE CITY EMERGENCY OPERATION ACT.

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

**SECTION ONE:** Section 2.08.010 of the Olathe Municipal Code is hereby amended to read as follows:

**“2.08.010 Title.** This ~~Act~~ Chapter shall be known as the “City Emergency Operation ~~Act~~ Ordinance.”

**SECTION TWO:** Section 2.08.110 of the Olathe Municipal Code is hereby amended to read as follows:

**“2.08.110 Powers of Mayor and City Manager.**

During any state of disaster emergency declared under this ~~Act~~ Chapter, the City Manager shall be commander of all forces available for emergency duty and shall delegate or assign command authority pursuant to the Emergency Operations Plan.

(A) The Mayor may in the interest of public safety and welfare make any or all of the following orders or actions:

(1) Order the discontinuance of the sale of beer or liquor by any establishment in the City.

(2) Order the discontinuance of selling, distributing, transporting, or giving away gasoline or other liquid flammable or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle.

(3) Order that no person shall possess, transport, or consume any alcoholic beverages in a public street or place which is publicly owned or in any motor vehicle driven or parked thereon which is within a duly designated restricted area.

(4) Order that no person shall carry or possess any rock, bottle, club, brick, explosive, combustibles, or weapon, who uses or intends to use the same unlawfully against the person or property of another.

(5) Order that no person shall make, carry, possess, or use any type of "Molotov Cocktail," gasoline or petroleum-base fire bomb or other incendiary missile.

(6) Order law enforcement officer or City employee to confiscate any items, including alcoholic beverages, explosives, weapons, and combustibles, which other orders prohibits possession thereof.

(7) Order suspension of the quorum requirement under K.S.A. 12-3002 and Charter Ordinance No. 28 needed to hold a City Council meeting due to the unavailability or death of any member(s) of the City Council after a good faith effort to find such member(s).

(8) Issue such other orders as are imminently necessary for the protection of life and property.

(B) The City Manager may in the interest of public safety and welfare make any or all of the following orders or actions:

(1) Direct and compel the evacuation of all or part of the population from any area of the City stricken or threatened by a disaster, if the City Manager deems this action necessary for the preservation of life or other disaster mitigation, response or recovery.

(2) Prescribe routes, modes of transportation and destinations in connection with such evacuation.

(3) Control ingress and egress to and from a disaster area, the movement of persons within the area and the occupancy of premise therein.

(4) Order that no person shall enter any area designated by City Manager as a restricted area unless in the performance of official duties or with written permission from any City employee or such person shall prove residence therein.

(5) Order the suspension of the confinement time period for animals picked up by City employees in order for the animals to be destroyed immediately if the capacity of the City animal shelter is full and said animals shall be destroyed in a humane fashion and to order animals, if found to be roaming in pack of four or more in the City, to be destroyed immediately and in any manner based upon the law enforcement officer's discretion.

(6) Order suspension of any or all provisions of any rule, resolution, or Ordinance necessary for the immediate and effective response of City and/or City employees to the local disaster emergency, including the right to acquire needed supplies and equipment by any means necessary provided that compensation shall be paid under Section Eight hereof.

(7) Transfer the supervision, personnel or functions of the City departments and agencies or units thereof for the purpose of performing or facilitating emergency management activities.

(8) Commandeer or utilize any private property if the City Manager finds such action necessary to cope with the disaster, subject to any applicable requirements for compensation.

(9) Issue such other orders as are imminently necessary for the protection of life and property.

The City Council, through the majority of the remaining members, may rescind or amend any order issued by the Mayor and/or City Manager at any time under this section."

**SECTION THREE:** Section 2.08.180 of the Olathe Municipal Code is hereby amended to read as follows:

**"2.08.180     Liability.**

Pursuant to K.S.A. 48-915, and any amendment thereof, neither the City, its employees, members of the City Council, employees from other cities or county, or volunteers, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer worker, or any City employees engaged in emergency operations activities. The foregoing shall not affect the right of any person to receive benefits or compensation to which he or she might otherwise be entitled under the workmen's compensation law or any pension law or any act of congress. Upon a declaration of a local disaster emergency, neither the City nor, except in cases of willful misconduct, gross negligence or bad faith, the employees, agents of the City nor any volunteer workers, or employees from other cities or counties, complying with or reasonably attempting to comply with this ~~act~~ chapter, or any proclamation, order, rules, regulations or the Emergency Operations Plan adopted pursuant to the provisions of this Ordinance relating to blackout or other precautionary measures enacted by the City, shall be liable for the death of or injury to persons, or for damages to property, as a result of any such activity performed during the existence of such state of local disaster emergency."

**SECTION FOUR:** Section 2.08.220 of the Olathe Municipal Code is hereby amended to read as follows:

**"2.08.220 Violation and Penalties.** ~~The violation of~~ Any person who intentionally violates any provision of this ~~act~~ Chapter or any rule, regulations, or plan adopted under this ~~act~~ Chapter or any lawful order or proclamation issued under authority of this ~~Ordinance~~ Chapter, whether pursuant to a proclamation declaring a state of local disaster emergency may incur a civil penalty in an amount not to exceed \$2,500 per violation ~~shall constitute an Unclassified Public Offense. The sentence shall be a definite term of confinement in jail which shall not exceed one hundred eighty days (180) days, or a fine to be at least Two Hundred Fifty Dollars and not to exceed One Thousand Dollars, or both.~~"

**SECTION FIVE:** Existing Sections 2.08.010, 2.08.110, 2.08.180, and 2.08.220 are hereby repealed.

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

**PASSED** by the Governing Body this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



**SIGNED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

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

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

Sec. 36. K.S.A. 48-939 is hereby amended to read as follows: 48-939. ~~The knowing and willful violation of~~*(a) A person who intentionally violates any provision of this act or, any rule and regulation adopted by the adjutant general under this act or any lawful order or proclamation issued under authority of this act whether pursuant to a proclamation declaring a state of disaster emergency under K.S.A. 48-924, and amendments thereto, or a declaration of a state of local disaster emergency under K.S.A. 48-932, shall constitute a class A misdemeanor and any person convicted of such violation shall be punished as provided by law therefor and amendments thereto, may incur a civil penalty in an amount not to exceed \$2,500 per violation. Each penalty may be assessed in addition to any other penalty provided by law.*

*(b) Violations of this section shall be enforced through an action brought under chapter 60 of the Kansas Statutes Annotated, and amendments thereto, by the attorney general or the county or district attorney in the county in which the violation took place. Civil penalties sued for and recovered by the county or district attorney shall be paid into the general fund of the county where the proceedings were instigated.*

*(c) The attorney general or any county or district attorney may bring an action to enjoin, or to obtain a restraining order, against a person who has violated, is violating or is otherwise likely to violate this act.*

Sec. 37. K.S.A. 65-201 is hereby amended to read as follows: 65-201. ~~(a) The board of county commissioners of the several counties of this state each county shall act as the county boards board of health for their respective counties the county. Each county board thus created shall appoint a person licensed to practice medicine and surgery, preference being given to persons who have training in public health, who shall serve as the local health officer and who shall act in an advisory capacity to the county board of health and as the local health officer, except that. The appointing authority of city-county, county or multicounty health units with less than one hundred thousand (100,000) 100,000 population may appoint a qualified local health program administrator as the local health officer if a person licensed to practice medicine and surgery or person licensed to practice dentistry is designated as a consultant to direct the administrator on program and related medical and professional matters. The local health officer or local health program administrator shall hold office at the pleasure of the board.~~

*(b) Any order issued by the local health officer, including orders issued as a result of an executive order of the governor, may be reviewed, amended or revoked by the board of county commissioners of the county affected by such order at a meeting of the board. Any order reviewed or amended by the board shall include an expiration date set by the board and may be amended or revoked at an earlier date by a majority vote of the board.*

*(c) The board of county commissioners in any county having a population of less than fifteen thousand (15,000) 15,000 may contract with the governing body of any hospital located in such county for the purpose of authorizing such governing body of the hospital to supply services to a county board of health.*

Sec. 38. K.S.A. 65-202 is hereby amended to read as follows: 65-202. ~~(a) The local health officer in each county throughout the state, immediately after his or her such officer's appointment, shall take the same oath of office prescribed by law for the county officers, shall give bond of five hundred dollars (\$500) \$500 conditioned for the faithful performance of his or her the officer's duties, shall keep an accurate record of all the transactions of his or her such office, shall turn over to his or her the successor in office or to the county or joint board of health selecting such officer, on the expiration of his or her such officer's term of office, all records, documents and other articles belonging to the office and shall faithfully account to said board of~~



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Resource Management  
**STAFF CONTACT:** Dianna Wright/Amy Tharnish  
**SUBJECT:** Quarterly Procurement Report

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**ITEM DESCRIPTION:**  
Quarterly Procurement Report

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**SUMMARY:**  
Pursuant to the City's Municipal Code Section 3.50.050 City staff provides the City Council a quarterly report on post award purchases between \$25,000 and \$50,000. Resource Management has compiled the attached information on each of the purchases within this range. The attached report summarizes purchases as required for 2<sup>nd</sup> quarter 2020.

Staff will attend the Council meeting to answer questions regarding the purchases listed on the report.

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**FINANCIAL IMPACT:**  
Reporting pursuant to Municipal Code Section 3.50.050 Purchases Less Than \$50,000.

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**ACTION NEEDED:**  
Receive report summarizing 2<sup>nd</sup> quarter 2020 procurement between \$25,000 and \$50,000.

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**ATTACHMENT(S):**  
Quarterly Procurement Report

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**2nd Quarter Report 2020  
Procurement \$25,000 to \$49,999**

Project/Division Name	Project/Business Unit Number	Document Number	Date	Commodity or Service	Vendor	Amount	Selection Process
General operations	8-M-004-20	643765	4/2/2020	Facility cleaning	National Catastrophe Restoration Inc	\$25,706.00	Emergency Order
Park Maintenance Facility Improvement	6-C-001-18	701104	04/03/20	Park Maintenance Facility gas relocation	NPL Construction Co	\$32,200.20	Sole Source - utility installation
Sanitary Sewer Manhole Lining	1-C-026-18	644265	4/24/2020	Manhole lining cleaning and resurfacing	Mayer Specialty Services LLC	\$41,267.48	Price Agreement
Water Production	3201591	644324	4/27/2020	AC motor repair	Independent Electric Machinery	\$39,884.00	Price Agreement
City Hall Boiler Replacement	8-M-006-19	644343	04/27/20	Install new PVC flues	P1 Group Inc	\$27,021.00	Price Agreement
Solid Waste	3101541	701049	04/29/20	Assistance with proposal process for recycling and transfer station	Burns & McDonnell Eng Co	\$49,750.00	Competition Exception Report
Park Maintenance Facility Improvement	6-C-001-18	701122	05/07/20	Commissioning Services	Smith and Boucher Inc	\$41,000.00	Request for Qualifications
Raven Ridge Park	4-C-021-17	318901	05/13/20	Pour in place surfacing	Athco	\$49,165.00	Cooperative Agreement
Water Production	3201591	645439	6/17/2020	Repair of broken pipe in Well Field including excavation and replacement	Crossland Heavy Contractors Inc	\$46,021.00	Price Agreement
Plant Maintenance	3201592	645674	6/29/2020	License renewal of AVEVA	Logic Inc	\$25,901.00	Price Agreement



**COMPETITION EXCEPTION REPORT**

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



**SOLE SOURCE**

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

**Procurement Contact:** Victoria Smith

**Date:** 03/16/2020

**Department Contact:** Bob Reynolds

**E1 Doc No.:** \_\_\_\_\_

**Total Cost:** \$100,000

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**COMMODITY/SERVICE DESCRIPTION:**

Provider of Emergency Preventative and Mitigation Viral Disinfect/Cleaning Service.

**CER/SOLE SOURCE JUSTIFICATION:**

As related to the Corona Virus Pandemic; Facility Managements immediate and preemptive resource engagement was required for procuring preventative and contagion mitigation service. National Catastrophe Restoration, Inc. (NCRI) was contacted, rates negotiated (50% reduction from traditional sq. ft.schedule) with "phase 1" preventative treatment service mobilization immediately following. This immediate time sensitive action was required to lock-in availability of what is to be a very high demand professional resource. and establish baseline disinfect levels.

---

**Approved:** \_\_\_\_\_

 (Department Director)

**Approved:** \_\_\_\_\_

 (Procurement Manager)

**Over \$25,000:**

**Approved:** \_\_\_\_\_

 (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.

3/23/2020



To: City of Olathe  
1385 S Robinson Drive  
Olathe KS 66061

Attn: Chad Foster  
913-971-9107  
ccfoster@olatheks.org

1120 NW US Highway 24  
Topeka, KS 66608  
Office 785.232.0034  
Fax 785.232.4233  
www.GonPL.com

Re: Gas main extension and service to 1908 W Ironwood St Olathe KS 66061

Dear Chad

Below is NPL Construction Company's pricing schedule as it pertains to gas installation in the Kansas City service area.

Prospective Estimate / Less Rock Removal			
Description	Units	Cost	Total
2" or Smaller Gas Main - Ln Ft	1,217	\$ 14.85	\$ 18,072.45
Steel Tap	1	\$ 425.00	\$ 425.00
Directional Bore up to 3" - Lnft	125	\$ 15.00	\$ 1,875.00
Sleeving as required	300	\$ 5.50	\$ 1,650.00
1 1/4" PE Service	1	\$ 2,150.00	\$ 2,150.00
Additional 1 1/4" PE Service footage	433	\$ 8.00	\$ 3,464.00
Sand pad or equivalent as required 2" or smaller	1,217	\$ 3.75	\$ 4,563.75
<b>Other line items that may apply</b>			
2 Man Crew w/ Equipment - hr	-	\$ 239.00	\$ -
Sleeving -Lnft	-	\$ 3.00	\$ -
Rock Trench - Cu/Ft	-	\$ 5.50	\$ -
Rock Bore Adder - Lin Ft	-	\$ 15.00	\$ -
Bell Hole Restoration - each	-	\$ 200.00	\$ -
Shoring for Excavations Over 5' in Depth - ea	-	\$ 600.00	\$ -
Flowable Fill as Required - Cu/Yd	-	\$ 250.00	\$ -
<b>Prospective total</b>			<b>\$ 32,200.20</b>
<b>Plus Applicable Taxes</b>			

NPL excludes hard surface replacement, Staking, Irrigation and landscape restoration if applicable.

If additional pricing due to an alternate scope of work is needed, please contact me at your earliest convenience.

Sincerely,

Neil MacKay  
Project Manager  
Cell: 785-230-9202  
nmackay@gonpl.com



## NPL CONSTRUCTION AGREEMENT

DATE: 3/23/2020

OWNER: City of Olathe

SCOPE OF WORK: Gas main extension and service to 1908 W Ironwood St Olathe KS 66061

("Work")

**CONTRACT SUM:** Owner shall pay (choose any or all options, as appropriate):

- ☐ fixed price of \_\_\_\_\_ dollars.  
☒ unit prices in accordance with the attached schedule dated 3/23/2020  
☐ time and material rates and prices in accordance with the attached schedule dated \_\_\_\_\_

**INVOICING & PAYMENT:** NPL will invoice for work performed on a weekly basis. Payments are due:

- ☐ in advance  
☒ net 30 days from date of invoice  
☐ other (explain) \_\_\_\_\_

If Owner fails to make any payments when due, an administrative fee of 10% of the unpaid amount will be immediately accessed. In addition, interest will be charged on the unpaid amount at an annual rate of 18%. Any attorney fees and costs associated with collecting late payment(s) shall also be paid for by Owner.

### ADDITIONAL TERMS:

- NPL will repair or replace, at its sole option and cost, any materials and/or workmanship of the Work if, within one year from Owner's final acceptance of same, any such material or workmanship is confirmed by NPL as not meeting applicable specification(s).
- NPL will comply with all laws and ordinances applicable to the Work or its performance.
- Subject to Owner's final payment, NPL will deliver the Work free and clear of any lien or encumbrance stemming from performance of the Work.
- NPL will maintain insurance policies of the types and amounts indicated below:
  - Commercial General Liability – \$1 million per occurrence; \$2 million general aggregate
  - Workers' Compensation – at levels required by the State in which Work is performed
  - Automobile Liability – covering all vehicles used by NPL in connection with the Work at no less than \$1 million combined single limit.
- NPL will indemnify Owner from and against claims or losses stemming from performance of the Work if, and to the extent that, any such claim or loss is caused by the negligent act or omission of NPL and is for death, bodily injury, or damage to tangible property.
- Owner warrants that he/she has the necessary legal rights to the site upon which NPL has been asked to perform the Work, and that he/she is authorized to enter into this Agreement.

NEITHER NPL NOR OWNER SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY AGAINST WHOM LIABILITY IS SOUGHT HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES OR CLAIMS. NPL's profit on Work actually performed shall not constitute a "consequential" damage.

### NPL CONSTRUCTION CO.

Digitally signed by Neil MacKay  
DN: cn=Neil MacKay, o=NPL, ou,  
email=nmackay@gonpl.com, c=US  
Date: 2020.03.31 13:36:21 -05'00'

By:

Neil MacKay

Title: Project Manager

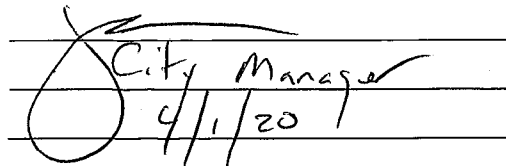
Date: 3/23/2020

### OWNER

By:

Title:

Date:

  
City Manager  
4/1/20

Revised: 01/17/17







## PRICE AGREEMENT/CONTRACT

Contract for: Manhole Lining Services

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Vendor Name/Number: Mayer Specialty Services, LLC

Address: 831 Industrial Road

Goddard, KS 67052

Department: Public Works

Project Number: 17-4307

Council Approval: n/a

Agenda Item: n/a

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Agreement Number: 17-4307-02

Contract Period: 01/09/2020 - 12/31/2020

Contact: Todd Mayer

Phone: 316-794-1165

Fax: 316-794-2717

Contract Items:

**Mayer Specialty Services, LLC is the approved vendor for applying Zebron products.**

1	Total price per vertical foot - Resurfacing	Less than 1" corrosion	1	each	\$ 81.65
2	Total price per vertical foot - Resurfacing	1" to 2" corrosion	1	each	\$ 163.30
3	Total price per vertical foot - Resurfacing	2" and above corrosion	1	each	\$ 244.90
4	Total price per vertical foot - Manhole Lining		1	each	\$ 150.50
5	Total price per vertical foot - Cleaning		1	each	\$ 44.95
6	Mobilization Fee		1	each	\$ 0.00

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 17-4307 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 17-4307. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at [apolathe@olatheks.org](mailto:apolathe@olatheks.org), or FAX 913-971-8719

**City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020**

CITY OF OLATHE

Amy Tharnish, CPA  
Assistant Director of Finance Services

Date: 2/20/20



## PRICE AGREEMENT/CONTRACT

Contract for: Electric Motor Repair and Rewind Service

Agreement Number: **15-4253**

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: **09/01/2019- 8/31/2020**

Vendor Name/Number: Independent Electric

Contact: Jim Ferlisi

Address: 4425 Oliver St

Phone: 816-898-9933

Kansas City, KS 66106

Fax: \_\_\_\_\_

Emergency: 816-289-8676

Department: PW/ES

Email: j.ferlisi@iemco.com

Project Number: 15-4253

Council Approval: N/A

Agenda Item: \_\_\_\_\_

Payment Terms: Net 30

Accepts City's P-card: ☒ Yes ☐ No

### Contract Items:

Repair of electric motors are to be based on the Vaughen's 2015 Electric Motor Price Guide, 100%

1. Independent Electric Multiplier .70 for the following motors:

Three (3) Phase motors up to 50HP

Three (3) Phase motors 50 HP to 250 HP

DC motors 50 HP to 250 HP

DC Motors over 50 HP or Three (3) Phase AC motors over 250 HP

2. Labor rate to inspect, disconnect, connect and properly align motors and other services during regular business hours:

In shop - \$52.00 per hour

On Site - \$62.00 per hour

3. New motors – All major brands are available:

Cost +15%

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All special conditions, detailed specifications, pricing, terms, and conditions of 15-4253 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 15-4253. The City will not pay additional surcharges without 30 day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at [apolathe@olatheks.org](mailto:apolathe@olatheks.org), or FAX 913-971-8719

**City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020**

CITY OF OLATHE

Amy Tharnish, CPA

Assistant Director of Finance Services

Date: 9/16/19



## PRICE AGREEMENT/CONTRACT

Contract for: **HVAC/Controls**  
Contract Specialist: Victoria Smith  
Contr. Spec. Phone: 913-971-8926  
Vendor Name: P1 Group, Inc.  
Vendor Address: 13605 W 96<sup>th</sup> Terrace  
Lenexa, KS 66215

Department: Facilities  
Payment Terms: Net 30

Council Approval: N/A

Agreement No.: **15-4037**  
Contract Period: **2/18/19 – 8/31/20**  
Contact: Ronnie Rice  
Phone: 913-626-6828  
Email: [Ronnie.rice@p1group.com](mailto:Ronnie.rice@p1group.com)  
Fax: 913-529-5020

Agenda Item: N/A  
Accepts City P-Card: ☒ Yes ☐ No

### Contract Items:

#### Annual Service, \$4,944.00

Provide 8 hours quarterly Maintenance on the Johnson Controls BAS System at various City buildings

Annual Service Include:

- System Diagnostics and Performance Checks on Building Automation System
- Calibration to field devices if needed including but not limited to:
  - Temperature sensors
  - DP Transmitters
  - Humidity Transmitters
  - Damper Actuators
  - DP Switches
  - Current Switches
- Modifications to System including but not limited to:
  - Ensure system is operating at peak energy performance
  - Ensure interface is up to date with building layout and remains "user friendly"
- Provide and install system updates and software patches including security updates
  - Includes cost of update Server license and 4 hours to install the updates
- Provide unlimited phone support
  - 24 hours a day, 7 days a week.
  - After hours calls will be billed at the overtime rate below.
- Provide Emergency Services
  - 24 hours a day, 7 days a week
  - After hours calls will be billed at the overtime rate below.
- Classroom Training
  - Unlimited training billed at the rates shown below.

### Special Rates

- Material, 5% off list price
- Normal Hourly Labor (7AM – 5PM), \$100/hour
- Overtime Hourly Labor, \$160/hour
- Truck Charge, \$40/trip
- Minimum Labor Hours billed, 2 hours
- To include bid jobs.

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All special conditions, detailed specifications, pricing, terms, and conditions of 15-4037 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 15-4037. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at [apolathe@olatheks.org](mailto:apolathe@olatheks.org), or FAX 913-971-8719

**City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020**

CITY OF OLATHE

Amy Tharnish, CPA  
Assistant Director of Finance Services

Date: 9/16/19

**COMPETITION EXCEPTION REPORT**

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

**SOLE SOURCE**

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

Procurement Contact: Shari Pine  
Department Contact: Kent Seyfried

E1 Doc No.: OB 701049

Date: May 15, 2019  
Total Cost: \$48,150

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**COMMODITY/SERVICE DESCRIPTION:**

Professional Service Agreement with Burns & McDonnell to complete an independent, third-party review for the provision of contracts to process the City's recyclable material and transfer and disposal of the City's refuse. Both current service contracts, recycling material processing and transfer station/disposal service agreements, are scheduled to expire or renew in 2020. This project will provide the strategic planning for RFP development, negotiations, or renewal options for these related agreements.

**CER/SOLE SOURCE JUSTIFICATION:**

Burns & McDonnell Solid Waste staff have been involved in the successful past development of both of these agreements for the City of Olathe. The lead consultant, Scott Pasternak, was instrumental in leveraging the City's options in the initial recycling material processing agreement with Deffenbaugh's MRF in 2010, now owned by Waste Management. With the current market conditions, Burns & McDonnell can provide the best analysis for how to structure a new agreement. Burns & McDonnell also contributed their professional services to the RFP and procurement negotiations of the current contract with Waste Management for the disposal services agreement for our transfer station in 2015. This involved the transition from HAMM to Deffenbaugh/Waste Management. The City has an opportunity to analyze strategic benefits to issuing an RFP for recycling processing and transfer station operations/disposal services together.

---

Approved: ch Shupler (Department Director)

Approved: Amey (Procurement Manager)

Over \$25,000:  
Approved: 8 (City Manager)

April 8, 2020

Chad Foster, AIA  
Senior Building Design Project Manager  
Public Works  
Olathe, KS

RE: Olathe Parks Maintenance Facility

SUBJ: Commissioning Services

Chad:

Thank you for the opportunity to provide commissioning for the new Olathe Parks Maintenance Facility project on. As requested, we have provided a scope of work for commissioning and associated fee.

**Commissioning Scope of Work**

Construction Phase:

1. Review submittals for commissioned systems including focused review of temperature controls/building automation system to ensure systems can be tested and operated to meet design intent. Provide any comments that may impact construction or maintenance of the equipment.
2. Review commissioning related RFI's and change orders for impacts on commissioned systems.
3. Prefunctional checklist development. Checklist execution to be performed by the installing contractor.
4. Assist the Construction Manager in the coordination of mechanical equipment start-up and commissioning activities.
5. Participation in (4) construction meetings.
6. Participation in (4) commissioning meetings.
7. Observe equipment startup for select equipment. Review startup reports.
8. Review TAB report and control contractor startup checklists.

Acceptance Phase:

1. Functional performance test development and implementation.

2. Conduct Functional Performance Testing for the following systems and equipment:
  - Building Management System
  - Air Handling Units / Condensing Units
  - Heating Hot Water System (Boilers and Pumps)
  - Terminal Boxes
  - Split Systems
  - Unit Heaters
  - Radiant Floor System
  - Exhaust Fans
  - Destratification Fans
  - Domestic Hot Water Systems
  - Lighting Control Systems
3. Development of final commissioning report.
4. Develop systems manuals for all commissioned equipment.

Post-Acceptance/Occupancy Phase:

1. Any required testing for off-season or deferred testing.
2. Review of systems with facilities personnel.
3. Perform a one-year functional retest of all systems.
4. Develop a recommissioning plan for all systems.
5. Create a warranty report to document any issues developed during the warranty phase.

**Commissioning Cost Proposal:**

**\$41,000**

Clarifications:

1. Site travel and expenses are included in the quoted proposal.
2. Proposal assumes that remote login access will be provided for the building automation system.

Thank you again for the opportunity. If you have any questions or need additional information, please do not hesitate to call.

SMITH & BOUCHER, INC.



Christopher E. Albright, P.E., CEM, LEED® AP, CxA  
Principal



# Invoice

ATHCO L.L.C.  
13500 WEST 108TH ST.  
LENEXA, KS 66215  
(913) 469-5600 (800)255-1102

Ok to pay \$49,165.00  
Lisa Donnelly  
Received 5-27-20  
4-C-021-17.64102

Invoice Number: 0023257-IN  
Invoice Date: 5/26/2020  
Order Number: 0520010  
Order Date: 5/12/2020  
Salesperson: BM  
Customer Number: 0005973

**Sold To:**

CITY OF OLATHE PARKS & REC  
ACCOUNTING DIVISION  
P O BOX 768  
Olathe, KS 66051-0768

**Ship To:**

RAVEN RIDGE PARK  
675 WEST HAROLD STREET  
Olathe, KS 66051

**Confirm To:**

LISA DONNELLY

Customer P.O.	Ship VIA	F.O.B.	Terms			
318901 000 OP	BEST WAY	D	NET 30			
Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
POURED-IN-PLACE	EA	1.000	1.000	0.000	33,540.00	33,540.00
SURF AMERICA PLAYBOUND POURED-IN-PLACE; 2 LAYER RUBBER SURF <2,741 SQ FT>@ 4 1/2" THICKNESS WITH AROMATIC BINDER. COLORS: 50% BRIGHT GREEN & 50% BLACK SPECKLED MIX						
FD160	EA	1.000	1.000	0.000	0.00	0.00
FOB - Destination: PIP						
M1MISC	EA	1.000	1.000	0.000	0.00	0.00
MISC AS FOLLOWS: DUMPSTERS						
M2INST	EACH	1.000	1.000	0.000	15,625.00	15,625.00
MISC INSTALLATION AS FOLLOWS: REMOVE EXISTING SURFACING; INSTALL 2,741 SQ FT PIP @ 4 1/2" DEPTH WITH AROMATIC BINDER. P027630-632						

Greenbush Coop Contract# ESC-Playground2016

A 1 1/2% per month finance charge will be added to past due accounts.

Net Invoice:	49,165.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Invoice Total:</b>	<b>49,165.00</b>





PRICE AGREEMENT/CONTRACT

Contract for: **Wastewater Facility Repairs and Improvements T & S**

Agreement Number: **18-0926**

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Contract Period: **08/01/2019 - 07/31/2020**

Vendor Name/Number: Crossland Heavy Contractors

Contact: Erick Lowe

Address: 3252 Roanoke Road

Phone: 816-960-4553

KCMO 64111

Email: elowe@heavycontractors.com

Department: Public Works

Project Number: 18-0926

Council Approval: N/A

Agenda Item: \_\_\_\_\_

Payment Terms: Net 30

Accepts City's P-card: ☒ Yes ☐ No

**Contract Items:**

See Attached Schedule of Billing Rates

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 18-0926 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 18-0926. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at [apolathe@olatheks.org](mailto:apolathe@olatheks.org), or FAX 913-971-8719

**City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020**

CITY OF OLATHE

Amy Tharnish, CPA  
Assistant Director of Finance Services

Date: 12/19/18

**Form 6 - Project Team Labor Billing Rates and Percentage Markups**

FORM 6 – Project Team Labor Billing Rates and Percentage Markups (Page 1 of 4)

**DO NOT SUBMIT THIS FORM WITH PROPOSAL. ONLY SHORT-LISTED FIRMS WILL BE REQUIRED TO PROVIDE THIS FORM.****Prime Contractor and Preferred Subcontractor:** Crossland Heavy Contractors & Davin Elect**Table 6-1 – Labor Billing Rates**

JOB CLASSIFICATION	BILLING RATE (\$/Hr) <sup>1</sup>		
	Regular	Overtime <sup>2</sup>	Premium <sup>3</sup>
<b>Management, Supervision, Engineering:</b>			
Project Manager/Project Engineer <sup>4</sup>	\$85.00	\$127.50	\$170.00
Project Superintendent <sup>4</sup>	\$85.00	\$127.50	\$170.00
Foreman	\$63.00	\$94.50	\$126.00
Documents Coordinator <sup>6</sup>	\$29.00	\$43.50	\$58.00
Electrical Project Manager/Project Engineer <sup>4</sup>	\$85.00	\$127.50	\$170.00
Electrical Project Superintendent <sup>4</sup>	\$70.00	\$105.00	\$140.00
Electrical Foreman	\$70.00	\$105.00	\$140.00
<b>Construction Trades:</b>			
Carpenter	\$49.00	\$73.50	\$98.00
Apprentice <sup>5</sup>	\$49.00	\$73.50	\$98.00
Concrete Mason/Finisher	\$40.00	\$60.00	\$80.00
Apprentice <sup>5</sup>	\$40.00	\$60.00	\$80.00
Equipment Operator	\$48.00	\$72.00	\$96.00
Apprentice <sup>5</sup>	\$48.00	\$72.00	\$96.00
Iron Worker	\$51.00	\$76.50	\$102.00
Apprentice <sup>5</sup>	\$51.00	\$76.50	\$102.00
Laborer	\$41.00	\$61.50	\$82.00
Plumber/Pipefitter/Pipelaye	\$53.00	\$79.50	\$106.00
Apprentice <sup>5</sup>	\$53.00	\$79.50	\$106.00
Truck Driver/Hauler/Teamster	\$38.00	\$57.00	\$76.00
Electrician	\$65.00	\$97.50	\$130.00
Apprentice <sup>5</sup>	\$40.00	\$60.00	\$80.00

## FORM 6 – Project Team Labor Billing Rates and Percentage Markups (Page 2 of 4)

<sup>1</sup>Refer to General Requirements, Measurement and Payment, for what is included in the Billing Rates

<sup>2</sup>Defined as hours in excess of regular daily or weekly work hours – not reimbursable unless negotiated in advance with JCW

<sup>3</sup>Premium rates are defined as emergency or holiday hours, and must be pre-approved by JCW

<sup>4</sup>The Project Manager/Engineer oversees the project as a whole, supervises invoices and submittals, and helps finalize shop drawings and operations and maintenance manuals. The Superintendent is defined as the person assigned to run the day-to-day operations of the construction site, coordinate the delivery of materials, and oversee subcontractors. Refer to General Requirements, Section B.2 – Measurement and Payment.

<sup>5</sup>Apprentice rates are optional, if not applicable please fill in “N/A”

<sup>6</sup>Documents Coordinator can be billed if tasks related to shop drawings, submittals, O&Ms, etc. are not handled by the Project Manager/Project Engineer. General administration shall be handled by the overhead and profit markup.

## FORM 6 – Project Team Labor Billing Rates and Percentage Markups (Page 3 of 4)

**Prime Contractor and Preferred Subcontractor:** \_\_\_\_\_ **Crossland Heavy Contractors & Davin Electric**

This Contract requires the Prime Contractor to fill in four (4) categories of percentage markups based on all or a portion of the contract amount. The Preferred Subcontractor must fill in one (1) (Table 6-6). Refer to the example project included on the next page for additional clarification on how the markups will be applied.

**Contract Markups:****Table 6-2 – Overhead & Profit (Line D)<sup>1</sup>**

Subtotal 1: Less than \$100,000	11.0%
Subtotal 1: \$100,001 - \$500,000	11.0%
Subtotal 1: \$500,001+	11.0%

<sup>1</sup>Markup shall be multiplied by Subtotal 1. Subtotal 1 is defined as the cost of wastewater equipment, materials incorporated into the work, contractor's labor, and contractor's equipment costs.

**Table 6-3 – General Contractor Markup on Subcontractor Work (Line F)<sup>2</sup>**

Line F:	6.0%
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<sup>2</sup>Markup shall be multiplied by the sum of the costs of all subcontractors on the project (both Preferred Subcontractors and other subcontractors).

**Table 6-4 – Bonds & Insurance (Line G)<sup>3</sup>**

Subtotal 4: Less than \$100,000	1.4%
Subtotal 4: \$100,001 - \$500,000	1.3%
Subtotal 4: \$500,001+	1.0%

<sup>3</sup>Markup shall be multiplied by Subtotal 4, which is defined as the sum of Subtotals 2 and 3.

**Table 6-5 – Johnson County Purchasing Card Charges<sup>4</sup>**

Decimal Percent Charge for Use of P-Card	N/A
--	-----

<sup>4</sup>For small expenditures (generally under \$10,000), JCW may elect to pay by Purchasing Card (P-Card). If your firm charges a markup for P-Card use, it must be documented here. If your firm does not, mark 0%.

**Table 6-6 – Preferred Subcontractor Overhead and Profit Markup<sup>5</sup>**

Percent Markup of Preferred Subcontractor on Preferred Subcontractor's Work	5.0%
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<sup>5</sup>Markup shall be applied by the Preferred Subcontractor on their own labor, materials, and equipment before submission of invoices to General Contractor. General Contractor may then mark up Preferred Subcontractor's invoice by the amount specified in Line F (Table 6-3).

Additional equipment and rates may be added if contractor desires. Failure to add additional equipment will not affect the price component of the bid.



## PRICE AGREEMENT/CONTRACT

Contract for: **Wonderware License Renewal**  
Contract Specialist: Shari Plne  
Contr. Spec. Phone: 913-971-9005  
Vendor Name: Logic, Inc.  
Vendor Address: 890 N Martway Ct.  
Olathe, KS 66061-7052  
Department: PW-ES  
Payment Terms: Net 30

Agreement No.: **3709-001**  
Contract Period: **07/18/2020 - 07/17/2021**  
Contact: Chelsea Worley  
Phone: 913-764-4400  
Email: purchasing@logic-control.com  
Fax: 913-764-2828  
Agenda Item: \_\_\_\_\_  
Accepts City P-Card: ☐ Yes ☒ No

### Contract Items:

CF-STANDARD-R L4

AVEVA Customer First Annual Renewal – Standard Level - \$25,901.00

THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 3709-001 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 3709-001. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at [apolathe@olatheks.org](mailto:apolathe@olatheks.org), or FAX 913-971-8719

**City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2020**

CITY OF OLATHE

Amy Tharnish, CPA  
Assistant Director of Finance Services

Date: 6/23/20



# City of Olathe

## COUNCIL AGENDA ITEM

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**MEETING DATE:** 8/4/2020

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**DEPARTMENT:** Resource Management

**STAFF CONTACT:** Dianna Wright/Emily Vincent

**SUBJECT:** Report on a request by Business Garage Authority, Inc. for issuance of industrial revenue bonds and tax phase in for the development and construction of flex industrial facilities totaling 48,000 sq ft to house start-up/small/intermediate businesses located in the Mahaffie Business Park at 15571 S. Mahaffie.

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**ITEM DESCRIPTION:**

Report on a request by Business Garage Authority, Inc. for issuance of industrial revenue bonds and tax phase in for the development and construction of flex industrial facilities totaling 48,000 sq ft to house start-up/small/intermediate businesses located in the Mahaffie Business Park at 15571 S. Mahaffie.

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**SUMMARY:**

The City has received an IRB application under a master resolution from Business Garage Authority requesting \$4,238,000 in industrial revenue bonds for the development of flex industrial space on six parcels totaling 3.32 acres in Mahaffie Business Park.

The Master Resolution requests a 10-year, 50% property tax phase in for industrial use projects in conjunction with the issuance of the City's industrial revenue bonds.

The first phase project under this master resolution is requesting \$3,038,000 in industrial revenue bonds for the construction of 24,000 square feet of space for spec industrial flex space for small and start-up businesses. The second phase expected in 2023 will add an additional 24,000 sq. ft. of space and request an additional \$1,200,000 million for construction costs. The project is located on a portion of a 3.32 acre parcel at 15571 S. Mahaffie.

The first and second phase capital investment of \$4,238,000 fall under the City's tax abatement policy requirement of an investment requirement under a master resolution. This project will be generating new jobs and wages for the community and the cost benefit report illustrates that this project exceeds the targeted cost benefit ratio.

- The first phase project request of \$3,038,000 in industrial revenue bonds consists of;
  - \$463,000 to acquire land
  - \$2,575,000 to construct the building and other costs
- The second phase requests \$1,200,000
  - \$1,200,000 to construct the building and other costs
- The first phase project creates 74 new jobs over the next 10 years.
  - Average salaries of new jobs:

- \$30,000
  - \$1,440,000 approximately in new annual wages in year 1
  - \$2,220,000 approximately in new annual wages in year 10
  - \$19,170,000 approximately in total new wages over the next 10 years
- Property taxes over the 10-year period with 50% property tax phase in on this first and second phases of this project:
  - All jurisdictions = \$50,467 annually / \$504,670 10-year total
  - Olathe = \$9,693 annually / \$96,932 10-year total
  - Olathe's current annual property tax revenue from the property is \$254
  - Upon retirement of the tax phase in, the City will receive approximately a total of \$19,386 in annual property tax revenue
- Overall the first phase project has a positive fiscal/economic impact on the community with a cost benefit ratio of 5.16, which exceeds the target of 1.3.

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**FINANCIAL IMPACT:**

See attached materials for more detailed fiscal impact information.

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**ACTION NEEDED:**

Accept report. A public hearing and resolution regarding the project will go before the City Council at the August 18th meeting.

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**ATTACHMENT(S):**

Attachment A: Application   Attachment B: Firm Data Sheet   Attachment C: Executive Summary  
Attachment D: Aerial of Property   Attachment E: Cost Benefit Report





**CITY OF OLATHE, KANSAS**  
**APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS**  
**(IRB)**  
**Master Park Resolution - New Business to Olathe**

This application is being submitted under a Master Resolution of Intent approved for Mahaffie Business Park by the City Council on May 3, 2016.

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.

Business Garage Authority, Inc.

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**Applicant's Name**

oneillcity@gmail.com

913-915-9885

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**Applicant's Email Address**

**Telephone Number**

13003 Walmer Street Overland Park, KS 66209

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**Applicant's Address**

Scott O'Neill / President

913-915-9885

---

**Name and Title of Responsible Officer/Contact**

**Telephone Number**

---

**Address (if other than corporate address)**

Matthew Gough

---

**Attorney for Applicant**

Mgough@barberemerson.com

785-843-6600

---

**Attorney's Email Address**

**Telephone Number**

1211 Massachusettes Street Lawrence, KS 66044

---

**Attorney's Address**

Business Garage Authority, Inc.

---

**Bond Purchaser/Underwriter for Applicant**

13003 Walmer Street Overland Park, KS 66209

913-915-9885

---

**Bond Purchaser/Underwriter's Address**

**Telephone Number**

Matthew Gough

---

**Bond Counsel for Applicant**

1211 Massachusettes Street Lawrence, KS 66044

785-843-6600

---

**Bond Counsel's Address**

**Telephone Number**

4.15.20

**RECEIVED**

JUL 16 2020

CITY OF OLATHE  
CITY CLERK OFFICE

Resolution No. 19-1071

## I. BUSINESS INFORMATION

A. In what line or lines of business is the applicant engaged?

Development and operating of an incubator/industrial flex space to provide a cost effective space for start-up businesses to intermediate light industrial businesses or other businesses. With many flex unit sizes, this facility will allow the company to grow without moving their business.

B. Is the applicant (or its parent) a proprietorship, partnership, or corporation (LLC)?

Corporation (LLC)

C. Year and State of incorporation 2019 Kansas

If proprietorship, partnership, or close corporation, list the names of owners and the approximate amounts owned by each of its principal stockholders.

Scott A. O'Neill - 51%

Lori A. Boyajian-O'Neill - 49%

D. List the names and titles of the officers of the applicant firm:

Scott A. O'Neill                      President/CEO & Treasurer

Lori A. Boyajian-O'Neill      Vice President & Secretary

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 applicant purposes to develop and operate an industrial flex space building to provide a cost effective option for start-up/small/intermediate businesses. This project will provide many high-end features such as: WIFI, Community meeting room with kitchenette and bathroom, Optional A/C and Heat, additional Parking, fire alarm system, security surveillance, facility dumpster, and PO Box.

Phase 1: This phase is made up of two 12,000 SF buildings, with a total of 17 flex units. The dimensions range from 800 SF to 3000 SF. The rental rates range from \$640 to \$3000 per month.

Phase 2: This phase is projected to have an additional 24,000 SF and approximately 17 more flex units.

### A. Approximate amount requested for:

Land (Attach a legal description of property as <u>Exhibit A</u> )	\$ 463000	0
Building	\$ 2,575,000	1,200,000
Machinery and Equipment	\$	
Pollution Control Facilities	\$	
Other Costs*	\$	
Total	\$ 3,038,000	1,200,000

### \* State other costs:

Left column is phase 1

Right column is phase 2

### B. Does the applicant, or its parent, presently have offices or industrial facilities located in Olathe, Kansas?

No If yes, please describe below.

### 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?

D. Where is the location of the project?

15571 South Mahaffie Olathe, KS 66062

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:

No Zoning changes required.

F. Describe the type of buildings to be constructed and type of machinery and equipment to be financed:

Pre-manufactured Steel buildings with the facade made up of stucco, brick, stone, and Profile metal panels. No equipment or machinery will be financed.

G. Will the applicant be in direct competition with other local firms? Yes

If yes, name the firms and describe the nature of the competition:

Similar to Contractors Garage in concept. The major differences are:

1) Flexibility of the unit sizes with sore fronts. This will allow the CEO (tenant) the opportunity to determine the required square footage for her or his business.

2) More amenities: Community meeting room with kitchenette, bathroom, and media ctr; wifi; fire alarm system; 24/7 video surveillance; Dumpster; upgraded landscaping, etc.

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? 5%

What percentage will be occupied by other occupants? 95% If known, indicate each occupant below:

L. Name and address of construction contractor and/or architect:

Woody Palmer - General Contractor: 5439 W 164th Place Overland Park, KS 66085

Jim Sullivan - Architect: (Sullivan Palmer Architects) 8621 Johnson Drive Mission, KS 66202

M. How many persons will be employed at the project? Approx. 78

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):

This facility will provide the affordable, flexible space for business owners. Businesses hire new employees as the business grows. Skill levels will vary, based upon the type of business that moves into the units. All type of workers will be hired, including professionals, management, office, admin, skilled and unskilled labor.

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?

Business Garage Authority plans to lease flex units to tenants. After completion of the project, the applicant estimates \$34,000,000 (\$100,000 Avg. Rev. x 34 Units x 10 Years) in sales by the tenants.

P. What percentage of sales will be sold locally? 90% 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?

Approximately \$10,000 to \$20,000.

R. Is there likelihood for expansion of the proposed facility within three (3) years? Yes

If such expansion is contemplated, please describe below:

Phase 2 is expected to comprise of approximately 24,000 additional square feet.

### III. FINANCING

A. Have arrangements been for the marketing of the bonds? No

**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:

2. Will the applicant pledge any assets other than the project itself to secure the bonds?
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:
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?  
Yes.
8. What portion of the project will be financed from funds other than bond proceeds, and what is the source of such funds?  
IRBs will be purchased by the applicant to fully finance all improvements. The applicant will use equity and construction financing to purchase IRBs.
9. What will be the applicant's equity investment? Please describe:  
Applicant, Business Garage Authority, provides \$425,000 in equity investment.
10. Has the applicant considered conventional financing? Yes

11. Indicate name of primary officer, institution name, and address of trustee and/or fiscal agent.  
Security Bank of Kansas City, as bond trustee.

12. Proposed date of issuing bonds: January of 2021

B. List below previous participation in IRB financing:  
None

**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? 10 Percentage requested  
50 %

B. If a Fixed PILOT payment is proposed for the project, please outline proposed structure:

No Fixed Pilot.

- 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.

A benefit would be the sales tax generated by 17 flex units in phase 1 and approximately 17 flex units in Phase 2. When all 34 units are leased, the potential sales revenue would be approximately \$3,400,000/yr (34 Flex Units x \$100,000 Approx. Rev. Flex Unit). \$3,400,000 in sales revenue from all flex units would generate approximately \$322,000 (\$3,400,000 Sales Rev. x 9.48% Sales Tax) in sales tax per year.



## 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 15th day of July 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 *Sandra O'Neill*  
Name

President  
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. None

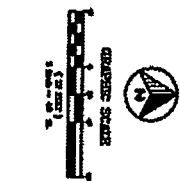
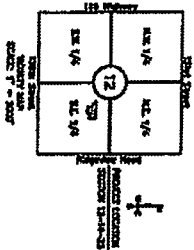
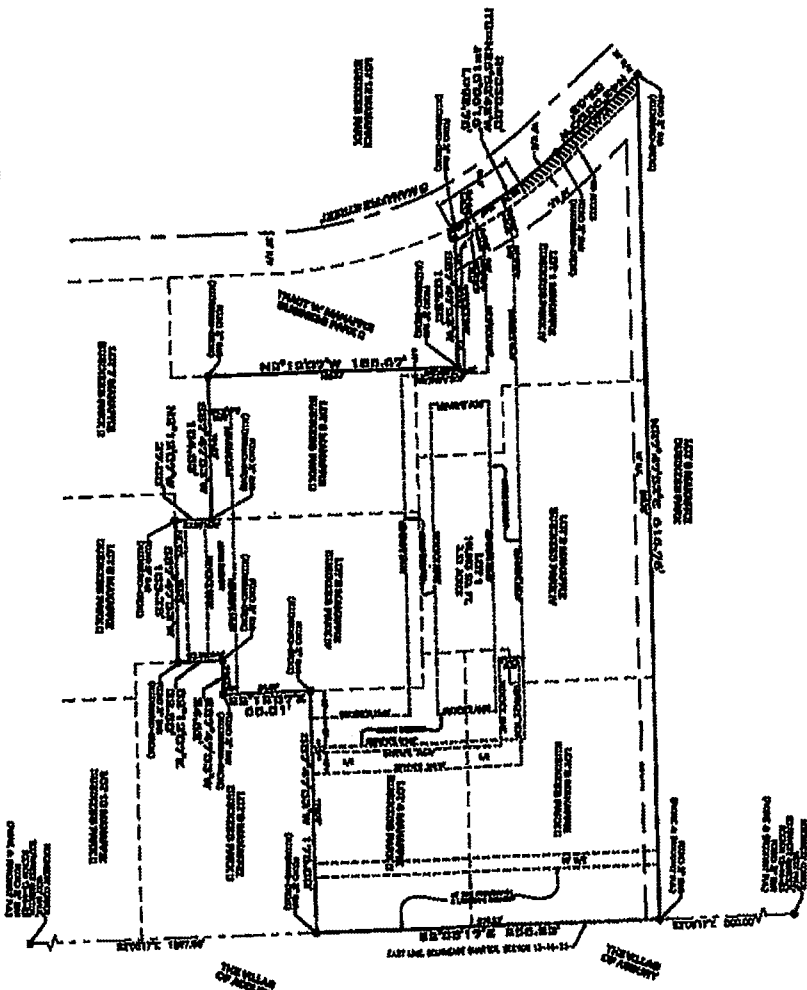
Occupational Classification	Total	Average Starting Wage	Average Maximum Wage	Number By County of Residence *
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other

## **EXHIBIT A**

Insert or attach here:

# Exhibit E

## FINAL PLAT OF MAHAFFIE BUSINESS PARK VI A REPLAT OF LOTS 3, 4 & 6 MAHAFFIE BUSINESS PARK II AND LOTS 1, 2 & 3 MAHAFFIE BUSINESS PARK IV CITY OF OLATHE JOHNSON COUNTY, KANSAS



THIS IS TO CERTIFY THAT THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, HAS REVIEWED THE PLAT OF THE MAHAFFIE BUSINESS PARK VI, A REPLAT OF LOTS 3, 4 & 6 MAHAFFIE BUSINESS PARK II AND LOTS 1, 2 & 3 MAHAFFIE BUSINESS PARK IV, AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE KANSAS PLAT ACT AND THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, PLAT ACT.

DATED: 07/15/2010

CITY OF OLATHE, JOHNSON COUNTY, KANSAS



MAHAFFIE BUSINESS PARK VI  
CITY OF OLATHE, JOHNSON COUNTY, KANSAS

PREPARED BY: ADP ENGINEERS  
1000 N. GARDEN STREET  
SUITE 100  
OLATHE, KS 66450  
(913) 764-4000



ADP ENGINEERS  
1000 N. GARDEN STREET  
SUITE 100  
OLATHE, KS 66450  
(913) 764-4000

THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, HAS REVIEWED THE PLAT OF THE MAHAFFIE BUSINESS PARK VI, A REPLAT OF LOTS 3, 4 & 6 MAHAFFIE BUSINESS PARK II AND LOTS 1, 2 & 3 MAHAFFIE BUSINESS PARK IV, AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE KANSAS PLAT ACT AND THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, PLAT ACT.

THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, HAS REVIEWED THE PLAT OF THE MAHAFFIE BUSINESS PARK VI, A REPLAT OF LOTS 3, 4 & 6 MAHAFFIE BUSINESS PARK II AND LOTS 1, 2 & 3 MAHAFFIE BUSINESS PARK IV, AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE KANSAS PLAT ACT AND THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, PLAT ACT.

THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, HAS REVIEWED THE PLAT OF THE MAHAFFIE BUSINESS PARK VI, A REPLAT OF LOTS 3, 4 & 6 MAHAFFIE BUSINESS PARK II AND LOTS 1, 2 & 3 MAHAFFIE BUSINESS PARK IV, AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE KANSAS PLAT ACT AND THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, PLAT ACT.

## Firm Data Sheet

Information for firm that will occupy the facility and its employees

PLEASE NOTE APPENDIX TWO (BOTTOM TABS)

Use information on firm that will occupy the facility

Name of Firm

Business Garage Authority, Inc.

Description of the firm's location or expansion in the community:

15571 South Mahaffie Olathe, KS 66062

Requested tax abatement term in years

10

Abatement percentage requested

50%

Square footage of the facility

24,000

Acreage of land the project will occupy

3.23

NAICS or SIC Cod

Market Value of the firm's initial new or additional investment in:

Land

\$463,000

Building and Improvements

\$2,575,000

Furniture, Fixtures and Equipment

Other Costs

Total

\$3,038,000

Project expansion (if acceptable):

Year of expansion

2023

Additional investment in:

Land

Building and Improvements

Furniture, Fixtures and Equipment

\$1,200,000

Total Sales (from the most current completed fiscal year):

Year

2019

Sales

\$0

New or additional sales of the firm - as a result of the project:

**\*\* Other companies will be leasing out the flex units, so this would be an estimate.**

Year

1

\$300,000

6

\$2,000,000

2

\$1,300,000

7

\$2,000,000

3

\$2,000,000

8

\$2,000,000

4

\$2,000,000

9

\$2,000,000

5

\$2,000,000

10

\$2,000,000

Percent of those sales subject to sales tax in the:									
	City (Olathe)		90%						
	County (Johnson)		90%						
	State (Kansas)		90%						
Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:				\$1,700,000	Phase 1				
** Other companies will be leasing out the flex units, so this would be an estimate.									
New or Additional annual purchases of the firm as a result of the project: (items used in operations of business, not inventory that will be sold)									
** Other companies will be leasing out the flex units, so this would be an estimate.									
	Year								
	1	\$50,000							
	2	\$50,000							
	3	\$60,000							
	4	\$60,000							
	5	\$75,000							
	6	\$75,000							
	7	\$90,000							
	8	\$90,000							
	9	\$100,000							
	10	\$100,000							
Percent of those purchases subject to sales taxes in the:									
** Other companies will be leasing out the flex units, so this would be an estimate.									
	City (Olathe)		90%						
	County (Johnson)		90%						
	State (Kansas)		90%						
Additional annual utilities that will be used by the firm as a result of the project									
** Other companies will be leasing out the flex units, so this would be an estimate.									
	Water	\$20,000							
	Wastewater	\$10,000							
	Telephone	\$10,000							
	Electricity	\$60,000							
	Gas	\$40,000							
	Garbage	\$6,000							
	Cable	\$6,000							
Number of new employees to be hired each year (to be used to complete Appendix II)									
** Other companies will be leasing out the flex units, so this would be an estimate.									
	Year								
	1	48							
	2	1							
	3	5							
	4	5							
	5	5							
	6	5							

Amount paid to average construction worker during the construction period (B)		\$15,384	A+C = B
Number of construction workers (C)		78	
Household size of an average construction worker		4	
Expansion II (if applicable): Start approx 2023			
Cost of Construction at the firm's new or expanded facility		\$1,200,000	
If construction is by an outside contractor, estimate percent profit on the cost of construction:		25.00%	
Total construction salaries (A)		\$800,000	
Amount paid to average construction worker during the construction period (B)		\$11,428	A+C = B
Number of construction workers (C)		70	
Household size of an average construction worker		4	
<b>Visitors</b>			
Number of out-of-town visitors expected at the firm:			
<b>** Other companies will be leasing out the flex units, so this would be an estimate.</b>			
Year	1	50	6
	2	60	7
	3	70	8
	4	80	9
	5	90	10
			100
			110
			120
			130
			140
Number of days that each visitor will stay in the area		1-3 days	
Number of nights that a typical visitor will stay in a local hotel or motel:			
In the City of Olathe		1	
Anywhere in the county		1	
Firm Data Sheet January 2018			
Sales Tax Exemption Certificate			
Prior to the contractor starting construction on the project, that applicant shall notify the City Clerk whether or not to proceed with an applicant for a sales tax exemption from the state of			

[illegible]





August 4, 2020

**Single Series Bonds**  
Business Garage Authority, Inc.  
Industrial Revenue Bond & Tax Phase-In Project  
Executive Summary



Located on the following six parcels:  
DP42440000 0001, DP42440000 0002, DP42380000 0003  
DP42380000 0004, DP42440000 0003, DP42380000 0006

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### Introduction

The City has received an approximately \$4,238,000 industrial revenue bond application from Business Garage Authority Inc. ("Applicant") for construction of flex industrial facilities on 3.32 acres at 15571 S. Mahaffie. The Applicant anticipates construction of approximately 48,000 square feet of space in two phases to accommodate start-up, small and intermediate size businesses. The Applicant seeks to have the project, which will be constructed on a 3.32 -acre parcel in Mahaffie Business Park, receive a 10-year, 50% property tax abatement in conjunction with the issuance of the City's industrial revenue bonds. This project is applying for and falls under the City's tax abatement policy for a series under a master resolution abatement, Resolution 19-1071 and Policy F-5 with an investment over \$3 million for new businesses locating in an existing park with an established abatement term.

Bonds for this project are expected to be issued in two series. The first series of bonds to be issued would allow the Applicant to construct 24,000 square foot of flex industrial space on a portion of the 3.32-acre parcel. The Applicant requests issuance of an amount not to exceed \$3,038,000 of industrial revenue bonds for construction of these buildings. The proceeds from the bonds would be divided as follows: \$463,000 of the bonds would cover costs to acquire the land for the project, \$2,575,000 of the bonds would cover costs to construct the building and other costs, and no funds would be allocated to cover costs to purchase machinery and equipment for the building.

The second series of bonds would allow the applicant to construct an additional 24,000 square feet of industrial flex space on a portion of the 3.32-acre parcel. The applicant requests that issuance not to exceed \$1,200,000 of industrial revenue bonds for construction of these buildings. The proceeds from the bonds would cover the cost of the construction of the two 12,000 square foot facilities, no funds would be allocated for land or machinery and equipment.

The following information about this request relates to the projected impacts of the first and second phases of building planned for construction and was derived from the attached application materials.

## **Employment**

The project is expected to create 74 new jobs over the next 10 years. The average salaries are expected to be \$30,000. These jobs would create approximately \$19,170,000 in total new wages to the Olathe economy over the next 10 years.

## **Machinery & Equipment**

The application does not include funds for machinery and equipment, but it is expected future tenants would purchase items for the facilities and pay sales tax on those purchases.

## **IRB Request**

This request is for two series of bonds under the Mahaffie Business Park master resolution in an amount not to exceed \$4,238,000. The first series request is to issue industrial revenue bonds for the construction of 24,000 square feet of space not to exceed \$3,038,000. The second series of bonds request \$1,200,000 to construct an additional 24,000 square feet of space. It is anticipated that the bonds will be taxable industrial revenue bonds backed by the revenue generated from the facility. The applicant plans to purchase the bonds.

## **Tax Abatement Request**

The Applicant is requesting a 10-year, 50% property tax abatement for its project, under the City's Tax Abatement Resolution 19-1071 and Policy F-5. The abatement would be for the new investment in improvements associated with the request to issue bonds for the project. The level of capital investment meets the criteria for a 10-year property tax abatement for new businesses in an existing business park master resolution under the City's tax abatement policy, as the project will result in an investment over \$3 million required for new businesses locating in an existing park with an established abatement term.

## **Taxes**

Current property taxes at this site (3.32 acres portioned out over six parcels) (all jurisdictions): \$1,322 (\$41,370 total appraised value for 2020 and \$10,360 total assessed value for 2020). Olathe's current tax revenue from the property is \$254. The future additional property taxes generated by this project have been computed using a targeted level of real property estimated appraised value at build out that is \$3,178,500 (75% of total investment). This investment will result in approximately \$134,579 in annual property taxes at full value for all taxing jurisdictions, and \$19,386 in property taxes to the City. With a 50% property tax abatement, the tax revenue will be approximately \$504,670 for all jurisdictions over the 10-year abatement period, and \$96,932 to the City over the 10-year abatement period.

## **Sales**

The project is expected to facilitate \$300,000 in new annual sales the first year and growing to \$2,000,000 throughout the term of the abatement. A total of \$17,600,000 in new sales is expected over the 10-year life of the abatement project as a result of the facilities being constructed.

## **Special Assessments**

There are currently no special assessments associated with this property.

### **Franchise Fees**

It is expected that the project will generate \$5,800 in new franchise fees the first year and \$58,000 in franchise fees over the 10-year period.

### **Water, Sewer & Garbage**

The applicant anticipates generating an additional \$28,800 in revenue from increased water and sewer service during the 10-year abatement period.

### **Local Competition**

The first phase applicant will be in competition with other local area developers of small flex space.

### **Annual Purchases**

The applicant has projected that the project would generate approximately \$50,000 in new operating expenditures to be purchased in the first each year and increase to \$100,000 in the final year. Those purchases will total \$750,000 over the 10-year period, approximately 90% which will potentially be subject to sales taxes over the abatement period.

### **Cost-Benefit Analysis**

As required by Kansas law, staff completed a cost-benefit analysis of the project on the City of Olathe. The Kansas, Inc. model reflects the impact upon the city, county, school district, and state. A variety of information concerning the firm, the construction, and the community was input into the model.

The cost-benefit model shows that the facility will have a benefit to cost ratio of 5.16 to 1 for the City of Olathe, which translates into an annual rate of return on the City's investment of taxes abated of 515.89%. The payback period for incentives and taxes abated will be within two years.

### **County & School District Impact**

It is expected that the project will bring approximately 96 total new jobs (direct and in-direct) to the City, with 115 new residents moving into Johnson County over the next 10 years. This project will be located in the Olathe School District. Of the new residents, 40% are expected to move into the Olathe School District. The impact on the school district would be about 17 new students over the next 10 years. Per Kansas law, the City will provide written information to the County and the School District pertaining to this request.

### **Performance Agreement**

The applicant has been informed that a performance agreement will be required as part of a tax abatement for the project which is locating at 15571 S. Mahaffie. The minimum targeted expenditures would be approximately 80% of the projected bond issuance for both phases of this project, or \$3,390,400.





## **A Tax Abatement Cost-Benefit Analysis of Business Garage Authority, Inc**

**City or County where the firm is or will be located:** City of Olathe  
**Date of Analysis:** Friday, July 24, 2020

**Description of the firm's location or expansion in the community:**  
site in Mahaffie Business Park

**This report includes an analysis of costs and benefits from the firm for the following taxing entities, where the firm is or will be located. These taxing entities, with the exception of a neighboring school district, if shown, are considering tax abatements or incentives for the firm:**

<b>City:</b>	<b>Olathe</b>
<b>County:</b>	<b>Johnson</b>
<b>School District:</b>	<b>Olathe School District</b>
<b>A neighboring School District:</b>	<b>Gardner Edgerton</b>
<b>Special Taxing District:</b>	<b>Johnson County Community Colleg</b>
<b>Special Taxing District:</b>	<b>School Mills 20.000</b>
<b>State of Kansas</b>	

### **Contents of this report:**

About this Cost-Benefit Analysis Report	Page 2
Summary of Costs and Benefits for all Taxing Entities	Page 4
The Economic Impact that the Firm will have on the Community	Page 6
Costs and Benefits for:	
City:	Olathe
County:	Johnson
School District:	Olathe School District
A neighboring School District:	Gardner Edgerton
Special Taxing District:	Johnson County Community College
Special Taxing District:	School Mills 20.000
State of Kansas	

Data Used in this Analysis, if included , follows the Costs and Benefits for the State of Kansas

## **About this Cost-Benefit Analysis Report**

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This cost-benefit analysis report was prepared using the Kansas Tax Abatement Cost-Benefit Model - a computer program that analyzes economic and fiscal impact. The pages that follow, in this report, show the impact that the firm included in this analysis, the firm's employees and workers in spin-off jobs will have on the community and the state.

The economic impact over the next ten years is calculated along with the accompanying public costs and benefits for the State of Kansas and the taxing entities included in this analysis.

This analysis also shows the effect of tax abatements and incentives that may be considered for the firm

Here is how the analysis was performed:

1. Data was entered for the state and community's tax and other rates; the firm and its employees; tax abatements and other incentives being considered for the firm; construction activity; and expected visitors.
2. Using the data entered, as well as some rates built into the computer program, calculations were made of the economic impact of the firm along with the related costs and benefits.

The calculations of impact include direct, indirect and induced impact. Regional economic multipliers, specific to the firm's industry group, were used by the program to calculate the direct and induced or spin-

These are the report sections:

**Summary of Costs and Benefits for all Taxing Entities** This report page summarizes the costs and benefits for all taxing entities resulting from the firm and from new direct, indirect and induced jobs.

**The Economic Impact that the Firm will have on the Community** This report page shows the number of direct, indirect and induced jobs that will be created in the community, the number of new residents and additional school children, and increases in local personal income, retail sales, economic activity and the property tax base in the first year and over the next ten years.

**Costs and Benefits for Each Taxing Entity** These report pages summarize the costs and benefits for the State of Kansas and for each taxing entity as a result of the firm locating or expanding in the Kansas community.

The public benefits include additional revenues from the firm and employees for your taxing entities - - - sales taxes, property taxes, utilities, utility franchise fees, other payments by new residents, payments by the firm and additional school funding. Public costs include the additional costs of public services for new residents and the firm, costs of educating new students that move to the school district, along with tax abatements and incentives provided to the firm.

In addition to a presentation of public costs and benefits, this report also computes the present value of net benefits to be received by each taxing entity; the payback period for incentives and taxes to be abated; the rate of return on investment for each entity and cost-benefit ratios.

### Present Value

The present value of the expected cash flow over the next ten years - the excess of benefits over cost - for each entity was computed. Present value is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. The analysis uses a discount rate that is entered to make the dollars comparable--by expressing them in today's dollars or in present value.

Generally, a positive present value indicates an acceptable investment.

### Payback Period

The investment payback period for each taxing entity was computed. This analysis views the financial incentives, including tax abatement, that the taxing entities are considering for the firm as an investment that the public will be making in the company. The payback period, therefore, is the number of years that it will take each taxing entity to recover the cost of incentives from the net annual benefits that they will receive. This payback period also shows the point in time where the cost and benefits are equal for the level and length of tax abatements and incentives being granted.

The payback period is a basis for judging the appropriateness of providing incentives to a firm. Generally, the shorter the payback period the better the investment.

### Rate of Return on Investment

The rate of return on investment for each taxing entity was also computed. As with the computation of payback, the rate of return analysis views the incentives that each taxing entity is considering as an investment that the public will be making in the company. The rate of return, therefore, is annual rate of return, over the next ten years, on each taxing entity's investment in the firm.

Generally, a rate of return in excess of the taxing entity's cost of capital is considered desirable.

### Cost-Benefit Ratio

The cost-benefit ratio for each taxing entity was also computed. This ratio compares public benefits over a ten year period from the new or expanding firm to public costs during the same period. For example, a cost-benefit ratio of 1.55 (or 1.55 to 1) shows that ten year benefits are 155 percent of public costs. Conversely, a cost-benefit ratio of .75 shows that public benefits are only 75 percent of public costs -- costs exceed benefits.

Generally, a cost-benefit ratio of 1.30 to 1 is considered acceptable for a taxing entity to grant tax abatements and other financial incentives to a firm.

### Data Used in this Analysis

These report pages, if included, show the data used in this cost-benefit analysis.



### Summary of Costs and Benefits for all Taxing Units

#### Benefits:

	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Corporate and Personal Income Taxes	Additional School Funding	Other Revenues	Total Benefits
City: Olathe	\$385,491	\$263,593	\$86,800			\$182,678	\$918,563
County: Johnson	\$433,616	\$240,116				\$585,137	\$1,258,869
S. D: Olathe School Distri		\$538,243			\$1,669,709		\$2,207,952
S. D: Gardner Edgerton		\$0			\$0		\$0
Johnson County Commu		\$99,467				\$118,884	\$218,351
School Mills 20.000		\$215,018				\$0	\$215,018
State of Kansas	\$2,152,523	\$16,198		\$823,363		\$357,735	\$3,349,819

#### Costs, Incentives and Taxes Abated:

	Costs of Services for the Firm and New Residents	Costs of Educating New Students	Taxes Abated	Incentives	Total Costs, Incentives and Taxes Abated
City: Olathe	\$142,441		\$131,145	\$0	\$273,586
County: Johnson	\$233,602		\$118,937	\$0	\$352,539
S. D: Olathe School Distri		\$1,669,709	\$268,117		\$1,937,826
S. D: Gardner Edgerton		\$0			\$0
Johnson County Commu	\$54,228		\$49,030		\$103,257
School Mills 20.000	\$0		\$107,509		\$107,509
State of Kansas	\$318,925	\$1,298,259	\$8,063	\$0	\$1,625,247

Net Benefits:

	Total Benefits	Total Costs Incentives and Taxes Abated	Net Benefits
City: Olathe	\$918,563	\$273,586	\$644,976
County: Johnson	\$1,258,869	\$352,539	\$906,329
S. D: Olathe School Distri	\$2,207,952	\$1,937,826	\$270,125
S. D: Gardner Edgerton	\$0	\$0	\$0
Johnson County Commu	\$218,351	\$103,257	\$115,093
School Mills 20.000	\$215,018	\$107,509	\$107,509
State of Kansas	\$3,349,819	\$1,625,247	\$1,724,571

Other:

	Present Value of Net Benefits to be Received Over the next 10 Years	Present Value of Incentives and Taxes Abated Over the next 10 Years	Payback Period for Incentives and Taxes Abated	Rate of Return over the next 10 years on Investment of Incentives and Taxes Abated	Cost-Benefit Ratio
City: Olathe	\$400,675	\$77,666	2 Years	515.89%	5.16
County: Johnson	\$519,908	\$70,437	2 Years	738.12%	7.38
S. D: Olathe School Distri	\$159,791	\$158,794	10 Years	100.63%	1.01
S. D: Gardner Edgerton	\$0				
Johnson County Commu	\$67,311	\$29,038	4 Years	231.80%	2.32
School Mills 20.000	\$63,671	\$63,673	More than 10 years.	100.00%	1.00
State of Kansas	\$1,113,248	\$4,770	During construction period.	23338.53%	233.39

### The Economic Impact of the Firm

	<u>In the first year</u>	<u>Over the next ten years</u>
Number of jobs to be created	62	96
Number of new residents in the community	13	115
Number of additional students in the local school district	2	17
Increase in local personal income	\$1,296,000	\$17,253,000
Increase in local retail sales	\$583,200	\$7,763,850
Increase in the community's property tax base	\$3,039,899	\$4,982,150

## Costs and Benefits for the City of: Olathe

Benefits to the city from the firm, its employees and spin-off benefits:

Year	Sales Taxes	Property Taxes	Utilities and Utility Franchise Fees	Other Municipal Revenues	Total
Construction Period	\$7,200	\$0	\$0	\$40,000	\$47,200
1	\$14,182	\$18,535	\$8,680	\$5,521	\$46,918
2	\$27,923	\$18,863	\$8,680	\$6,674	\$62,140
3	\$41,521	\$26,522	\$8,680	\$8,254	\$84,978
4	\$39,535	\$27,001	\$8,680	\$9,886	\$85,102
5	\$40,753	\$27,496	\$8,680	\$36,571	\$113,500
6	\$41,771	\$28,002	\$8,680	\$13,310	\$91,763
7	\$42,993	\$28,517	\$8,680	\$15,105	\$95,295
8	\$43,052	\$29,034	\$8,680	\$15,441	\$96,207
9	\$43,249	\$29,552	\$8,680	\$15,783	\$97,264
10	\$43,312	\$30,071	\$8,680	\$16,133	\$98,196
Total	\$385,491	\$263,593	\$86,800	\$182,678	\$918,563

The City's costs, property taxes abated and incentives provided to the firm:

Year	City Costs for the firm and Municipal Services for New Residents	Property Taxes Abated	Incentives	Total
Construction Period	\$0	\$0	\$0	\$0
1	\$6,671	\$9,265	\$0	\$15,936
2	\$8,060	\$9,422	\$0	\$17,482
3	\$9,996	\$13,242	\$0	\$23,238
4	\$11,996	\$13,467	\$0	\$25,463
5	\$14,061	\$13,696	\$0	\$27,757
6	\$16,192	\$13,929	\$0	\$30,121
7	\$18,392	\$14,166	\$0	\$32,558
8	\$18,705	\$14,406	\$0	\$33,111
9	\$19,023	\$14,651	\$0	\$33,674
10	\$19,346	\$14,900	\$0	\$34,247
Total	\$142,441	\$131,145	\$0	\$273,586

### Net Costs and Benefits for the City of: Olathe

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$47,200	\$0	\$47,200	\$47,200	\$0
1	\$46,918	\$15,936	\$30,982	\$28,165	\$8,422
2	\$62,140	\$17,482	\$44,658	\$36,907	\$7,786
3	\$84,978	\$23,238	\$61,739	\$46,385	\$9,948
4	\$85,102	\$25,463	\$59,639	\$40,734	\$9,198
5	\$113,500	\$27,757	\$85,743	\$53,239	\$8,504
6	\$91,763	\$30,121	\$61,642	\$34,795	\$7,862
7	\$95,295	\$32,558	\$62,737	\$32,194	\$7,269
8	\$96,207	\$33,111	\$63,095	\$29,434	\$6,720
9	\$97,264	\$33,674	\$63,589	\$26,967	\$6,213
10	\$98,196	\$34,247	\$63,949	\$24,655	\$5,744
Total	\$918,563	\$273,586	\$644,976	\$400,675	\$77,666

Discounted payback period for taxes abated and incentives ..... 2 Years

Average annual rate of return over the next ten years on the city's investment of taxes abated and incentives for the firm ..... 515.89%

Cost-Benefit Ratio ..... 5.16

### **Costs and Benefits for Johnson County**

Benefits to the county from the firm, its employees and spin-off benefits:

Year	Sales Taxes	Property Taxes	Other County Revenues	Total
Construction Period	\$10,620	\$0	\$0	\$10,620
1	\$17,563	\$16,814	\$16,803	\$51,180
2	\$31,148	\$17,121	\$25,906	\$74,176
3	\$47,845	\$24,085	\$36,215	\$108,145
4	\$43,317	\$24,542	\$46,868	\$114,727
5	\$44,890	\$25,021	\$57,872	\$127,783
6	\$46,265	\$25,513	\$69,237	\$141,015
7	\$47,842	\$26,014	\$80,971	\$154,827
8	\$47,896	\$26,511	\$82,348	\$156,755
9	\$48,085	\$27,003	\$83,747	\$158,836
10	\$48,144	\$27,491	\$85,171	\$160,805
Total	\$433,616	\$240,116	\$585,137	\$1,258,869

The County's costs, property taxes abated and incentives provided to the firm:

Year	County Costs for the firm and County Services for New Residents	Property Taxes Abated	Incentives	Total
Construction Period	\$0	\$0	\$0	\$0
1	\$7,993	\$8,402	\$0	\$16,396
2	\$11,216	\$8,545	\$0	\$19,761
3	\$15,046	\$12,009	\$0	\$27,055
4	\$19,003	\$12,214	\$0	\$31,217
5	\$23,090	\$12,421	\$0	\$35,512
6	\$27,311	\$12,632	\$0	\$39,943
7	\$31,669	\$12,847	\$0	\$44,516
8	\$32,207	\$13,065	\$0	\$45,273
9	\$32,755	\$13,288	\$0	\$46,042
10	\$33,312	\$13,513	\$0	\$46,825
Total	\$233,602	\$118,937	\$0	\$352,539

## Net Costs and Benefits for Johnson County

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$10,620	\$0	\$10,620	\$10,620	\$0
1	\$51,180	\$16,396	\$34,784	\$31,621	\$7,638
2	\$74,176	\$19,761	\$54,414	\$44,970	\$7,062
3	\$108,145	\$27,055	\$81,089	\$60,923	\$9,022
4	\$114,727	\$31,217	\$83,510	\$57,038	\$8,341
5	\$127,783	\$35,512	\$92,271	\$57,293	\$7,712
6	\$141,015	\$39,943	\$101,071	\$57,051	\$7,130
7	\$154,827	\$44,516	\$110,310	\$56,606	\$6,592
8	\$156,755	\$45,273	\$111,482	\$52,007	\$6,095
9	\$158,836	\$46,042	\$112,794	\$47,835	\$5,635
10	\$160,805	\$46,825	\$113,980	\$43,944	\$5,210
Total	\$1,258,869	\$352,539	\$906,329	\$519,908	\$70,437

Discounted payback period for taxes abated and incentives ..... 2 Years

Average annual rate of return over the next ten years on the county's investment of taxes abated and incentives for the firm ..... 738.12%

Cost-Benefit Ratio ..... 7.38

**Costs and Benefits for the School District where the firm is or will be located: Olathe School Di**

Benefits to the school district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional State, Federal and Other School Funding	Total
1	\$37,891	\$24,411	\$62,302
2	\$38,554	\$57,927	\$96,482
3	\$54,204	\$92,576	\$146,780
4	\$55,168	\$128,387	\$183,555
5	\$56,162	\$165,388	\$221,549
6	\$57,176	\$203,610	\$260,785
7	\$58,208	\$243,083	\$301,292
8	\$59,247	\$247,216	\$306,463
9	\$60,292	\$251,418	\$311,710
10	\$61,342	\$255,693	\$317,034
Total	\$538,243	\$1,669,709	\$2,207,952

Total costs for the School District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$24,411	\$18,941	\$43,352
2	\$57,927	\$19,263	\$77,191
3	\$92,576	\$27,072	\$119,649
4	\$128,387	\$27,533	\$155,919
5	\$165,388	\$28,001	\$193,388
6	\$203,610	\$28,477	\$232,086
7	\$243,083	\$28,961	\$272,044
8	\$247,216	\$29,453	\$276,669
9	\$251,418	\$29,954	\$281,372
10	\$255,693	\$30,463	\$286,156
Total	\$1,669,709	\$268,117	\$1,937,826



### Net Costs and Benefits for the School District: Olathe School District

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$62,302	\$43,352	\$18,949	\$17,226	\$17,219
2	\$96,482	\$77,191	\$19,290	\$15,942	\$15,920
3	\$146,780	\$119,649	\$27,131	\$20,384	\$20,340
4	\$183,555	\$155,919	\$27,635	\$18,875	\$18,805
5	\$221,549	\$193,388	\$28,161	\$17,486	\$17,386
6	\$260,785	\$232,086	\$28,699	\$16,200	\$16,074
7	\$301,292	\$272,044	\$29,247	\$15,008	\$14,861
8	\$306,463	\$276,669	\$29,793	\$13,899	\$13,740
9	\$311,710	\$281,372	\$30,337	\$12,866	\$12,703
10	\$317,034	\$286,156	\$30,878	\$11,905	\$11,745
Total	\$2,207,952	\$1,937,826	\$270,125	\$159,791	\$158,794

Discounted payback period for taxes abated and incentives ..... 10 Years

Average annual rate of return over the next ten years on the school district's investment of taxes abated and incentives for the firm ..... 100.63%

Cost-Benefit Ratio ..... 1.01

### Costs and Benefits for a neighboring School District: Gardner Edgerton

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Benefits to the school district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional State, Federal and Other School Funding	Total
1	\$0	\$0	\$0
2	\$0	\$0	\$0
3	\$0	\$0	\$0
4	\$0	\$0	\$0
5	\$0	\$0	\$0
6	\$0	\$0	\$0
7	\$0	\$0	\$0
8	\$0	\$0	\$0
9	\$0	\$0	\$0
10	\$0	\$0	\$0
Total	\$0	\$0	\$0

Total costs for the School District:

Year	Additional Costs
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$0

**Net Costs and Benefits for the School District: Gardner Edgerton**

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Year	Public Benefits	Total Costs	Net Benefits or (Costs)	Present Value of Net Benefits
1	\$0	\$0	\$0	\$0
2	\$0	\$0	\$0	\$0
3	\$0	\$0	\$0	\$0
4	\$0	\$0	\$0	\$0
5	\$0	\$0	\$0	\$0
6	\$0	\$0	\$0	\$0
7	\$0	\$0	\$0	\$0
8	\$0	\$0	\$0	\$0
9	\$0	\$0	\$0	\$0
10	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0

Discounted payback period for taxes abated and incentives ..... N/A

Average annual rate of return over the next ten years on the school district's investment of taxes abated and incentives for the firm ..... N/A

Cost-Benefit Ratio ..... N/A

**Costs and Benefits for Special Taxing District: Johnson County Community College**

Benefits to the special taxing district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional Revenues	Total
1	\$6,933	\$8,208	\$15,141
2	\$7,065	\$8,521	\$15,586
3	\$9,943	\$9,551	\$19,493
4	\$10,142	\$10,612	\$20,754
5	\$10,353	\$11,707	\$22,061
6	\$10,571	\$12,837	\$23,407
7	\$10,793	\$14,001	\$24,794
8	\$11,011	\$14,239	\$25,250
9	\$11,224	\$14,481	\$25,705
10	\$11,433	\$14,727	\$26,160
Total	\$99,467	\$118,884	\$218,351

Total costs for the Special Taxing District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$3,744	\$3,464	\$7,208
2	\$3,887	\$3,523	\$7,410
3	\$4,356	\$4,951	\$9,307
4	\$4,841	\$5,035	\$9,875
5	\$5,340	\$5,120	\$10,461
6	\$5,855	\$5,207	\$11,063
7	\$6,386	\$5,296	\$11,682
8	\$6,495	\$5,386	\$11,881
9	\$6,605	\$5,478	\$12,083
10	\$6,718	\$5,571	\$12,288
Total	\$54,228	\$49,030	\$103,257

# **Net Costs and Benefits for Special Taxing District: Johnson County Community College**

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$15,141	\$7,208	\$7,933	\$7,212	\$3,149
2	\$15,586	\$7,410	\$8,176	\$6,757	\$2,911
3	\$19,493	\$9,307	\$10,186	\$7,653	\$3,719
4	\$20,754	\$9,875	\$10,878	\$7,430	\$3,439
5	\$22,061	\$10,461	\$11,600	\$7,203	\$3,179
6	\$23,407	\$11,063	\$12,344	\$6,968	\$2,939
7	\$24,794	\$11,682	\$13,111	\$6,728	\$2,718
8	\$25,250	\$11,881	\$13,368	\$6,236	\$2,513
9	\$25,705	\$12,083	\$13,622	\$5,777	\$2,323
10	\$26,160	\$12,288	\$13,871	\$5,348	\$2,148
Total	\$218,351	\$103,257	\$115,093	\$67,311	\$29,038

Discounted payback period for taxes abated and incentives ..... 4 Years

Average annual rate of return over the next ten years on the taxing district's investment of taxes abated and incentives for the firm ..... 231.80%

Cost-Benefit Ratio ..... 2.32

**Costs and Benefits for Special Taxing District: School Mills 20.000**

Benefits to the special taxing district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional Revenues	Total
1	\$15,190	\$0	\$15,190
2	\$15,448	\$0	\$15,448
3	\$21,711	\$0	\$21,711
4	\$22,080	\$0	\$22,080
5	\$22,455	\$0	\$22,455
6	\$22,837	\$0	\$22,837
7	\$23,225	\$0	\$23,225
8	\$23,620	\$0	\$23,620
9	\$24,022	\$0	\$24,022
10	\$24,430	\$0	\$24,430
Total	\$215,018	\$0	\$215,018

Total costs for the Special Taxing District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$0	\$7,595	\$7,595
2	\$0	\$7,724	\$7,724
3	\$0	\$10,855	\$10,855
4	\$0	\$11,040	\$11,040
5	\$0	\$11,228	\$11,228
6	\$0	\$11,419	\$11,419
7	\$0	\$11,613	\$11,613
8	\$0	\$11,810	\$11,810
9	\$0	\$12,011	\$12,011
10	\$0	\$12,215	\$12,215
Total	\$0	\$107,509	\$107,509

# **Net Costs and Benefits for Special Taxing District: School Mills 20.000**

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$15,190	\$7,595	\$7,595	\$6,905	\$6,905
2	\$15,448	\$7,724	\$7,724	\$6,383	\$6,384
3	\$21,711	\$10,855	\$10,855	\$8,156	\$8,156
4	\$22,080	\$11,040	\$11,039	\$7,540	\$7,540
5	\$22,455	\$11,228	\$11,227	\$6,971	\$6,971
6	\$22,837	\$11,419	\$11,418	\$6,445	\$6,445
7	\$23,225	\$11,613	\$11,612	\$5,959	\$5,959
8	\$23,620	\$11,810	\$11,810	\$5,509	\$5,509
9	\$24,022	\$12,011	\$12,010	\$5,093	\$5,094
10	\$24,430	\$12,215	\$12,215	\$4,709	\$4,709
Total	\$215,018	\$107,509	\$107,509	\$63,671	\$63,673

Discounted payback period for taxes abated and incentives ..... More than 10 years.

Average annual rate of return over the next ten years on the taxing district's investment of taxes abated and incentives for the firm ..... 100.00%

Cost-Benefit Ratio ..... 1.00

## **Costs and Benefits for the State of Kansas**

Benefits to the State from the firm, its employees and spin-off benefits:

Year	Sales Taxes	Property Taxes	Corporate and Personal Income Taxes	Other State Revenues	Total
Construction Period	\$62,400	\$0	\$10,416	\$0	\$72,816
1	\$93,404	\$1,139	\$49,680	\$12,340	\$156,563
2	\$153,603	\$1,159	\$61,100	\$17,167	\$233,030
3	\$241,847	\$1,630	\$78,012	\$23,032	\$344,521
4	\$210,562	\$1,659	\$78,478	\$29,091	\$319,790
5	\$219,161	\$1,690	\$83,465	\$35,350	\$339,665
6	\$226,890	\$1,721	\$88,453	\$41,813	\$358,875
7	\$235,503	\$1,752	\$93,440	\$48,485	\$379,180
8	\$235,744	\$1,784	\$93,440	\$49,309	\$380,277
9	\$236,577	\$1,816	\$93,440	\$50,148	\$381,980
10	\$236,833	\$1,847	\$93,440	\$51,000	\$383,121
Total	\$2,152,523	\$16,198	\$823,363	\$357,735	\$3,349,819

The State's costs, property taxes abated and incentives provided to the firm:

Year	State Costs for the firm and Services for New Residents	Cost of Educating New Students	Property Taxes Abated	Incentives	Total
Construction Period	\$0	\$0	\$0	\$0	\$0
1	\$10,634	\$13,357	\$570	\$0	\$24,560
2	\$15,053	\$40,751	\$579	\$0	\$56,383
3	\$20,363	\$69,073	\$814	\$0	\$90,251
4	\$25,851	\$98,347	\$828	\$0	\$125,025
5	\$31,518	\$128,595	\$842	\$0	\$160,956
6	\$37,371	\$159,844	\$856	\$0	\$198,072
7	\$43,414	\$192,118	\$871	\$0	\$236,403
8	\$44,152	\$195,384	\$886	\$0	\$240,422
9	\$44,903	\$198,706	\$901	\$0	\$244,509
10	\$45,666	\$202,084	\$916	\$0	\$248,666
Total	\$318,925	\$1,298,259	\$8,063	\$0	\$1,625,247



**Net costs and benefits for the State of Kansas:**

Year	Public Benefits	Public Costs, Property Taxes Abated and Incentives	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of taxes abated and incentives
Construction Period	\$72,816	\$0	\$72,815	\$72,815	\$0
1	\$156,563	\$24,560	\$132,003	\$120,002	\$517
2	\$233,030	\$56,383	\$176,646	\$145,988	\$478
3	\$344,521	\$90,251	\$254,270	\$191,036	\$611
4	\$319,790	\$125,025	\$194,764	\$133,026	\$565
5	\$339,665	\$160,956	\$178,709	\$110,964	\$522
6	\$358,875	\$198,072	\$160,803	\$90,769	\$483
7	\$379,180	\$236,403	\$142,777	\$73,267	\$446
8	\$380,277	\$240,422	\$139,855	\$65,243	\$413
9	\$381,980	\$244,509	\$137,471	\$58,301	\$382
10	\$383,121	\$248,666	\$134,454	\$51,837	\$353
Total	\$3,349,819	\$1,625,247	\$1,724,571	\$1,113,248	\$4,770

Discounted payback period for taxes abated and incentives ..... During construction period.

Average annual rate of return over the next ten years on the state's investment of taxes abated and incentives for the firm ..... 23338.53%

Cost-Benefit Ratio ..... 233.39

## Local rates and constants used in the Analysis of Business Garage Authority, Inc

### City:

Olathe	City name
24.397	City mill levy
\$296,642	Average market value of new residential property in the city
1.500%	City sales tax rate
6.000%	City transient guest tax rate
\$103	Annual net revenues per household for city owned utilities
\$236	Average annual utility franchise fees collected per household
\$103	Annual revenues per resident, in addition to property, transient guest and sales taxes, utilities and utility franchise fees
\$133	The city's annual marginal cost of providing municipal services, excluding utilities, to each new resident
\$94	Annual per worker revenues for the city from businesses -- in addition to property, transient guest and sales taxes and utilities
\$121	Annual marginal cost, per worker, of providing city services, excluding utilities, to businesses

### County:

Johnson	Name of county
22.1260	County mill levy
\$281,260	Average market value of new residential property in the county
1.475%	County sales tax rate
0.000%	County transient guest tax rate
\$496	The county's annual revenues per resident, excluding property; transient guest and sales taxes
\$171	The county's annual marginal cost of providing municipal services to each new resident
1.00	Regional economic multiplier adjustment for the County
\$218	Annual per worker revenues for the county from businesses -- in addition to property, transient guest and sales taxes and utilities
\$121	The county's annual marginal cost, per worker, of providing services to businesses

### School District 1 -- Where the firm is or will be located

Olathe School District	Name of school district
49.878	School district 1's local option mill levy
\$279,734	Average market value of new residential property in school district 1
\$12,734	School district 1's estimated marginal cost per child
\$8,361	State funding per child in school district 1
\$4,373.00	Federal and other annual funding per child in school district 1

### School District 2 -- A neighboring school district where some of the firm's new employees will live

Gardner Edgerton	Name of school district
------------------	-------------------------

53.775	School district 2's local option mill levy
\$208,904	Average market value of new residential property in school district 2
\$12,155	School district 2's estimated marginal cost per child
\$8,816	State funding per child in school district 2
\$3,339.00	Federal and other annual funding per child in school district 2

### Special Taxing District 1 -- Where the firm is or will be located:

Johnson County Community College	Special tax district 1
9.121	Special tax district 1's mill levy
\$428,526	Average market value of new residential property in special tax district 1
\$0.00	Special tax district 1's cost per resident
\$0.00	Special tax district 1's annual addl. revenues (excl prop taxes) from each new resident
\$78	The district's annual marginal cost, per worker, of providing services to businesses
\$171	Annual per worker revenues for the district from businesses -- in addition to property sales taxes and utilities

### Special Taxing District 2 -- Where the firm is or will be located:

School Mills 20.000	Special tax district 2
20	Special tax district 2's mill levy
\$0	Average market value of new residential property in special tax district 2
\$0.00	Special tax district 2's cost per resident
\$0.00	Special tax district 2's annual addl. revenues (excl prop taxes) from each new resident
\$0	The district's annual marginal cost, per worker, of providing services to businesses
\$0	Annual per worker revenues for the district from businesses -- in addition to property sales taxes and utilities

## State of Kansas:

1.5	State mill levy
0.065	State sales tax rate
\$508.00	State's annual marginal revenues per new resident (excl property, income and sales taxes)
\$468.00	State's annual marginal cost of providing services to each new resident
0.115	State tax classification for residential real property
0.25	State tax classification for commercial and industrial real property
0	State tax classification for commercial and industrial machinery and equipment (7 years or more life)
0.3	State tax classification for all other tangible personal property:
7	Economic life, in years for straight line depreciation of commercial and industrial machinery & equipment
0	Minimum taxable value as a percent of retail cost of commercial and industrial machinery & equipment
\$180	The state's annual marginal cost, per worker, of providing services to businesses
\$212	Annual per worker revenues for the state from businesses, excluding property, income and sales taxes
45.00%	Percent of gross salary that a typical Kansas worker spends on taxable goods and services

### Personal Income Taxes:

Income >	Over	But Not Over	=	Tax	+	Tax Rate
	\$0	\$30,000		\$0		3.50%
	\$30,000	\$60,000		\$1,050		6.25%
	\$60,000			\$2,925		6.45%

Standard Deduction > \$6,000

Allowance per: Exemption > \$2,250

### Corporate Income Taxes:

Corporate Income Tax Rate > 4.00%

Surtax Rate > 3.05%

Amount Over Which Surtax Applies > \$50,000.00

### Other Rates:

1.70% Inflation

10.00% Discount rate for calculating the present value of costs and benefits

### Comments:

UPDATED 7/20 Updated 8/17 to account for the now excluded prorated 8 mills from the general school fund at th

Market or retail value of the firm's initial new or additional investment in: 1

\$463,000	Land
\$2,575,000	Building and improvements
\$0	Furniture, Fixtures and Equipment

Sum of the firm's initial new or additional investment

\$3,038,000

**Projected Expansions**

3 Year of 2nd Expansion

\$0	Land
\$1,200,000	Building and improvements
\$0	Furniture, Fixtures and Equipment

Sum of the firm's second expansion investment

\$1,200,000

0 Year of 3rd Expansion

\$0	Land
\$0	Building and improvements
\$0	Furniture, Fixtures and Equipment

Sum of the firm's third expansion investment

\$0

0 Year of 4th Expansion

\$0	Land
\$0	Building and improvements
\$0	Furniture, Fixtures and Equipment

Sum of the firm's fourth expansion investment

\$0

**Sales and Purchases**

2

New or additional sales of the firm:

Year 1:	\$300,000
Year 2:	\$1,300,000
Year 3:	\$2,000,000
Year 4:	\$2,000,000
Year 5:	\$2,000,000
Year 6:	\$2,000,000
Year 7:	\$2,000,000
Year 8:	\$2,000,000
Year 9:	\$2,000,000
Year 10:	\$2,000,000
Total:	\$17,600,000

Annual operating expenditures by the firm subject to sales taxes:

Year 1:	\$50,000
Year 2:	\$50,000
Year 3:	\$60,000
Year 4:	\$60,000
Year 5:	\$75,000
Year 6:	\$75,000
Year 7:	\$90,000
Year 8:	\$90,000
Year 9:	\$100,000
Year 10:	\$100,000
Total:	\$750,000

Percent of sales subject to sales taxes in the:

City:	90.00%
County:	90.00%
State:	90.00%

Percent of annual taxable operating expenditures in the:

City:	90.00%
County:	90.00%
State:	90.00%

% of sales on which state corporate income taxes will be computed (ie: Annual net taxable income)

15.00%

**Property taxes****3**Will the Firm be located within City property tax jurisdiction ? ( Y or N ): ☒ Y**Revenues from utilities and franchise fees**

Net revenues from city-owned utilities provided to the firm

Construction period	\$0
Year 1:	\$2,880
Year 2:	\$2,880
Year 3:	\$2,880
Year 4:	\$2,880
Year 5:	\$2,880
Year 6:	\$2,880
Year 7:	\$2,880
Year 8:	\$2,880
Year 9:	\$2,880
Year 10:	\$2,880
Total:	\$28,800

City utility franchise fees to be collected on the firm's utility usage

Construction period	\$0
Year 1:	\$5,800
Year 2:	\$5,800
Year 3:	\$5,800
Year 4:	\$5,800
Year 5:	\$5,800
Year 6:	\$5,800
Year 7:	\$5,800
Year 8:	\$5,800
Year 9:	\$5,800
Year 10:	\$5,800
Total:	\$58,000

**Payments by the firm and the cost of providing other services to the firm 4**

Extra payments that the firm will make to the city, county and state -- those payments over and above property, sales and income taxes and utilities and other on-going payments made by all firms

	City	County	State
Construction period:	\$40,000	\$0	\$0
Year 1:	\$0	\$0	\$0
Year 2:	\$0	\$0	\$0
Year 3:	\$0	\$0	\$0
Year 4:	\$0	\$0	\$0
Year 5:	\$25,000	\$0	\$0
Year 6:	\$0	\$0	\$0
Year 7:	\$0	\$0	\$0
Year 8:	\$0	\$0	\$0
Year 9:	\$0	\$0	\$0
Year 10:	\$0	\$0	\$0
Total:	\$25,000	\$0	\$0

Extra cost of providing public services to the firm -- those services that are over and above incentives, utilities and typical services provided to all firms in the city, county and

	City	County	State
Construction period:	\$0	\$0	\$0
Year 1:	\$0	\$0	\$0
Year 2:	\$0	\$0	\$0
Year 3:	\$0	\$0	\$0
Year 4:	\$0	\$0	\$0
Year 5:	\$0	\$0	\$0
Year 6:	\$0	\$0	\$0
Year 7:	\$0	\$0	\$0
Year 8:	\$0	\$0	\$0
Year 9:	\$0	\$0	\$0
Year 10:	\$0	\$0	\$0
Total:	\$0	\$0	\$0

## Employee information

5

Number of new employees to  
be hired each year

Number of new employees  
moving to the county each year  
from out of state

Total number of new  
employees moving to the  
county each year

Year 1:	48
Year 2:	1
Year 3:	5
Year 4:	5
Year 5:	5
Year 6:	5
Year 7:	5
Year 8:	0
Year 9:	0
Year 10:	0
Total:	74

Year 1:	1
Year 2:	2
Year 3:	2
Year 4:	2
Year 5:	2
Year 6:	2
Year 7:	2
Year 8:	0
Year 9:	0
Year 10:	0
Total:	13

Year 1:	3
Year 2:	4
Year 3:	4
Year 4:	4
Year 5:	4
Year 6:	4
Year 7:	4
Year 8:	0
Year 9:	0
Year 10:	0
Total:	27

New indirect employees who will be moving to the county, as  
a per cent of new direct employees:

From out-of-State: 5.00%

Total moving to the county: 5.00%

## Employee salary and household information

6

Average annual  
salaries of  
employees

Year 1:	\$30,000
Year 2:	\$30,000
Year 3:	\$30,000
Year 4:	\$30,000
Year 5:	\$30,000
Year 6:	\$30,000
Year 7:	\$30,000
Year 8:	\$30,000
Year 9:	\$30,000
Year 10:	\$30,000
Total:	\$300,000

Where new employees moving to the county  
will live

50.00%	In the City.
40.00%	In the school district where the firm is located.
0.00%	In school district 2
100.00%	In special taxing district 1.
100.00%	In special taxing district 2.

Where employees will shop, as a percent of their total shopping:

90.00%	In Kansas.
70.00%	Within the County.
50.00%	In the City.

Household size of a typical new worker at the firm. 4

Number of school age children in the household of  
a typical new worker at the firm. 1.5

Percent of new workers who move to the community that will  
(1) buy new homes or mobile homes within the first five years or  
(2) require the building of new residential units. 2.00%

## Value of incentives being offered to the firm:

	By the City	By the County	By the State
Construction period:	\$0	\$0	\$0
Year 1:	\$0	\$0	\$0
Year 2:	\$0	\$0	\$0
Year 3:	\$0	\$0	\$0
Year 4:	\$0	\$0	\$0
Year 5:	\$0	\$0	\$0
Year 6:	\$0	\$0	\$0
Year 7:	\$0	\$0	\$0
Year 8:	\$0	\$0	\$0
Year 9:	\$0	\$0	\$0
Year 10:	\$0	\$0	\$0
Total:	\$0	\$0	\$0

## Percent of property taxes to be abated on:

8

	Land	Buildings and Improvements	Furniture, Fixtures & Equipment
Year1	50.00%	50.00%	50.00%
Year2	50.00%	50.00%	50.00%
Year3	50.00%	50.00%	50.00%
Year4	50.00%	50.00%	50.00%
Year5	50.00%	50.00%	50.00%
Year6	50.00%	50.00%	50.00%
Year7	50.00%	50.00%	50.00%
Year8	50.00%	50.00%	50.00%
Year9	50.00%	50.00%	50.00%
Year10	50.00%	50.00%	50.00%

## Property taxes to be abated by the following taxing entities:

☒ = Yes - Taxes to be abated

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> City            | <input checked="" type="checkbox"/> Special Taxing District 1 |
| <input checked="" type="checkbox"/> County          | <input checked="" type="checkbox"/> Special Taxing District 2 |
| <input checked="" type="checkbox"/> School District | <input checked="" type="checkbox"/> The State                 |



## Construction

9

	Initial construction or expansion	2nd Expansion	3rd Expansion	4th Expansion
Construction Cost	\$2,575,000	\$1,200,000	\$0	\$0
Construction Profit Percentage	6.00%	25.00%	0.00%	0.00%
Taxable materials purchased in:				
Kansas	\$0	\$0	\$0	\$0
The County	\$0	\$0	\$0	\$0
The City	\$0	\$0	\$0	\$0
Taxable FFE purchased in:				
Kansas	\$0	\$0	\$0	\$0
The County	\$0	\$0	\$0	\$0
The City	\$0	\$0	\$0	\$0
Total Construction Salaries:	\$1,200,000	\$800,000	\$0	\$0
Construction Salaries spent in:				
Kansas	\$960,000	\$600,000	\$0	\$0
The County	\$720,000	\$400,000	\$0	\$0
The City	\$480,000	\$200,000	\$0	\$0
Amt. paid to avg. cons. worker	\$15,384	\$11,428	\$0	\$0
HH size - avg. cons. worker:	4	4	0	0
Nr. cons. workers:	78	70	0	0

## Visitors

10

Number of out-of-town visitors expected at the firm each year

Year 1:	50
Year 2:	60
Year 3:	70
Year 4:	80
Year 5:	90
Year 6:	100
Year 7:	110
Year 8:	120
Year 9:	130
Year 10:	140
Total:	950

2

Average number of days that each visitor will stay in the city

Daily retail spending by a visitor, excluding lodging:

\$90

In the City

\$90

Anywhere in the County

The number of nights that a typical visitor will stay in a local hotel or motel:

1

In the City

1

Anywhere in the County

Average daily hotel / motel room rates:

117

In the City

98

Anywhere in the County