



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 on-line at OlatheKS.org/OGN or at their convenience, once the meeting video is archived within hours of its conclusion.

1. **CALL TO ORDER**
2. **BEGIN TELEVISED SESSION – 7:00 P. M.**
3. **PLEDGE OF ALLEGIANCE**
4. **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 February 16, 2021.
Staff Contact: Brenda Long
- B. Consideration of a new drinking establishment application for Torchy's Tacos.
Staff Contact: Brenda Long
- C. Consideration of Resolution No. 21-1017, SU20-0006: Request approval for a special use permit for Motor Vehicle Sales on approximately 2.12 acres; located at 15695 S. US-169 Highway. Planning Commission recommends approval 8 to 0 for a two-year period.
Staff Contact: Aimee Nassif and Jessica Schuller
- D. Consideration of Consent Calendar.
Staff Contact: Mary Jaeger and Beth Wright

- E. Consideration of Resolution No. 21-1018 authorizing the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16; and repealing Resolution No. 18-1068.
Staff Contact: Mary Jaeger and Beth Wright
- F. Consideration of an Agreement with Johnson County for construction of the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16.
Staff Contact: Mary Jaeger and Beth Wright
- G. Consideration of an Agreement with Johnson County for design of the Stagecoach and Sleepy Hollow Stormwater Improvements Project, PN 2-C-011-20.
Staff Contact: Mary Jaeger and Beth Wright
- H. Acceptance of proposal and award of contract to CXT, Inc. for a prefabricated - modular restroom building for Parks and Recreation.
Staff Contact: Mike Sirna and Dianna Wright

5. NEW BUSINESS

- A. Consideration of Ordinance No. 21-08 (ANX21-0001) annexing approximately 17.17 acres, located south of 167th Street and east of Hedge Lane, into the corporate boundaries of the City of Olathe.
Staff Contact: Aimee Nassif and Zachary Moore

Action needed: Consider a motion to approve or deny.

6. NEW CITY COUNCIL BUSINESS

7. END OF TELEVISED SESSION

8. GENERAL ISSUES AND CONCERNS OF CITIZENS

9. CONVENE FOR PLANNING SESSION

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

A. REPORTS

- 1. Report regarding a Real Estate Contract and Development Agreement with Integris BioServices, LLC.
Staff Contact: Ron Shaver

2. Report on a request by Integris BioServices LLC for a single phase project under the City's Tax Abatement policy for the construction of a 70,000 sq. ft. laboratory services in the Kansas Bioscience Park.

Staff Contact: Dianna Wright

B. DISCUSSION ITEMS

1. Presentation on the County Square Project. (20 min)
2. Discussion of the Downtown Library Project, PN 6-C-020-20. (30 min)

Staff Contact: Mary Jaeger and Beth Wright

10. ADDITIONAL ITEMS

11. ADJOURNMENT

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



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Exceptional Services

STAFF CONTACT: Brenda Long

SUBJECT: Consideration of approval of the City Council meeting minutes of February 16, 2021.

ITEM DESCRIPTION:

Consideration of approval of the City Council meeting minutes of February 16, 2021.

SUMMARY:

Attached are the City Council meeting minutes of February 16, 2021 for Council consideration of approval.

FINANCIAL IMPACT:

None

ACTION NEEDED:

Approval of the City Council meeting minutes of February 16, 2021.

ATTACHMENT(S):

- A. 02-16-2021 Council Minutes



1. CALL TO ORDER

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

Councilmember Campbell and Councilmember Vogt joined the meeting virtually.

Others in attendance were City Manager, Michael Wilkes, Deputy City Manager, Susan Sherman, and City Attorney, Ron Shaver.

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

3. PLEDGE OF ALLEGIANCE

4. SPECIAL BUSINESS

- A.** Presentation on the Olathe Mayor's Children's Fund 2020 Campaign.
Due to inclement weather, the Mayor's Children's Fund presentation was postponed to a later date.
- B.** Presentation by ETC Institute on the results of the 2020 DirectionFinder Survey.
Chris Tatham, with ETC Institute, presented the annual DirectionFinder results.

Mayor Bacon thanked Mr. Tatham for a great presentation and staff for their hard work.

5. CONSENT AGENDA

Councilmember McCoy asked for item O to be removed for separate consideration and vote.

Motion by Campbell, seconded by Vogt, to approve the Consent Agenda with the exception of item O. The motion carried with the following vote:

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

- A.** Consideration of approval of the City Council meeting minutes of February 2, 2021.
Approved

- B.** Consideration of a new drinking establishment application for Mogan Hospitality II, LLC d/b/a Four Points Olathe.
Approved
- C.** Consideration of acceptance of sculptures for the 2021 Downtown Outdoor Sculpture Exhibit.
Approved
- D.** Consideration of Consent Calendar.
Approved
- E.** Consideration of Resolution No. 21-1016 authorizing the 2022 Street Reconstruction Program, 3-R-000-22.
Approved
- F.** Consideration of Agreement Between the Board of County Commissioners of Johnson County, Kansas and the City of Olathe, Kansas for the Construction of Sanitary Sewer Line Improvements associated with the Interstate 35 and 119th Street Interchange Reconfiguration Project, PN 3-C-026-16.
Approved
- G.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to VF Anderson Builders LLC for construction of the Stevenson Street Improvements Project, PN 3-R-003-21, and the Stevenson Waterline Rehabilitation Project, PN 5-R-002-20.
Approved
- H.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to VF Anderson Builders, LLC for construction of the Troost Street Improvements Project, PN 3-R-002-21.
Approved
- I.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to VF Anderson Builders, LLC for construction of the Ridgeview, 143rd to 151st, Improvements Project, PN 3-C-058-19.
Approved
- J.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to McAnany Construction, Inc. for construction of the Cedar Creek Parkway Arterial Mill and Overlay Project, PN 3-P-003-20.
Approved
- K.** Consideration of Engineer's Estimate, acceptance of bids and award of contract to McAnany Construction, Inc. for construction of the 2021 Local and Collector Street Mill and Overlay Project – Group B, PN 3-P-005-21.
Approved
- L.** Consideration of Engineer's Estimate, acceptance of bids and award of

contract to J. Richardson Construction for construction of the Storm Rehabilitation Improvements Project, PN 2-C-004-21.

Approved

- M.** Consideration of Relocation Agreement with Evergy Kansas Central, Inc. for the Vertical Well Field Improvements Project, PN 5-C-031-18.

Approved

- N.** Consideration of bid and award of project to Mayer Specialty Services, LLC for construction of the Storm Rehabilitation Improvements Project, PN 2-C-004-21.

Approved

- O.** Consideration of a Mitigation Credit Reservation and Purchase Agreement with Swallow Tail LLC for the construction of the Upper Cedar Creek Stormwater Improvements Project, PN 2-C-013-19. Councilmember McCoy asked for more information regarding this item.

Nate Baldwin, Assistant City Engineer, provided a more detailed explanation of the Swallow Tail mitigation credits.

Motion by Campbell, seconded by Vogt, to approve item O of the Consent Agenda. The motion carried with the following vote:

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

- P.** Consideration of contract award to KA-COMM for the purchase of Harris radio equipment and accessories for the Police and Fire Departments.

Approved

- Q.** Consideration of award of contract to Conrad Fire Equipment for Bauer SCBA Compressors for Fire Station 8 and Olathe Fire Academy.

Approved

- R.** Consideration of renewal of contract with Columbia Capital Management, LLC for financial advisory services.

Approved

- S.** Acceptance of proposal and consideration of award of contract to Toshiba Business Solutions for copier, printing, scanning devices and printer hardware, service and supplies for the City.

Approved

6. NEW CITY COUNCIL BUSINESS

Councilmember Gilmore thanked staff for all they do and said it was reflected in the ETC survey results. He also asked for more information regarding the

electric blackouts so he could provide better answers to citizen questions.

Councilmember Brownlee congratulated staff for the great results from the ETC survey. She also mentioned the electric blackouts and noted that the cold temperatures were considered an 85 year event and that it had tapped all resources.

Councilmember Vogt thanked staff and said this was their scorecard and they should be very proud. She also expressed concern regarding the electric blackouts and wanted more information about the current situation.

Councilmember Campbell said he had seen the DirectionFinder results many times and words of thanks seemed inadequate to express his gratitude to staff. He also said he wanted to be educated on the electric blackouts. He also questioned having generators to run water processing. He thanked staff for making it possible to participate in the council meeting via Zoom.

Councilmember McCoy thanked staff. He said the snow removal for the City is great. He also said we should be forward thinking about how to tap into a back up plan for electric outages.

Councilmember Mickelson congratulated staff.

City Manager, Michael Wilkes, thanked the executive team, supervisors and staff for all their hard work. He said they treat the Olathe citizens as their family, friends and neighbors.

Mayor Bacon said he would like more information about the electric blackouts. He also thanked the snow brigade for their work in the community and noted the need for more help with removing snow for people in need.

7. END OF TELEVISED SESSION

8. GENERAL ISSUES AND CONCERNS OF CITIZENS

Theresa Smithart, 1105 E. Sleepy Hollow Drive, spoke about the project at 119th and Woodland and expressed concerns about the adjacent property owners.

Mayor Bacon invited Ms. Smithart to make appointments to share her ideas with individual council members.

9. CONVENE FOR PLANNING SESSION

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

A. REPORTS

1. Report on a request for annexation of approximately 17.17 acres, located south of 167th Street and east of Hedge Lane (ANX21-0001).

Councilmember Vogt asked if the annexation is dependant on a rezoning approval.

Chief Planning and Development officer, Aimee Nassif, said the first step is annexation before the zoning.

Councilmember Vogt asked if they don't get the zoning they want if the annexation stands and Ms. Nassif said it does.

Mayor Bacon asked if they could ask for a de-annexation and Planner II, Zachary Moore, said it has happened in the past but very rarely.

B. DISCUSSION ITEMS

1. Discussion of Federal Legislative Agenda. (10 min)
Tim Danneberg, External Affairs Director, provided an overview of the proposed federal legislative agenda for the coming year.

Councilmember Gilmore asked if the electric grid issues were something appropriate to include in the legislative agenda.

Mr. Danneberg said that traditionally this would not be a local issue, but if the Council wanted to address it he would be happy to include it. Mr. Gilmore said he believed it was an important issue to include.

Councilmember Brownlee said she was aware of a bill currently in Kansas to address critical infrastructure and wondered if this would perhaps be a State legislative issue.

Mayor Bacon said he thought we needed to learn more about how it was determined who had blackouts and who didn't.

Councilmember Gilmore said he believed there was only so much states could do.

Mr. Danneberg said he would add this item.

Councilmember Vogt stated she would like a status report to gather more information before approaching anyone at the state or federal level.

2. City Auditor Activities and Initiatives. (20 min)

Mary Ann Vasser, Internal Auditor, gave a presentation.

Mayor Bacon said he would no longer be serving as a liaison to the auditor and Councilmember Gilmore would be serving in that capacity.

10. ADDITIONAL ITEMS

Councilmember Mickelson asked a question about the burning that is done at the wastewater treatment plant.

Alan Shorthouse, Public Works Deputy Director, explained that the methane gas is recovered and recycled back into the plant to provide heat. Mr. Mickelson asked about the cost savings and Mr. Shorthouse said he would provide that information.

Councilmember Mickelson asked if there was a possibility of installing wind turbines close to the railroad tracks to utilize the wind energy from the trains.

Councilmember McCoy said he was glad to see the great partnerships with Johnson County on local projects.

Councilmember Vogt said she thought the I-35 and 119th street project is going well. She said she has gone that way on purpose to see how it is progressing. She also thanked council members and staff for taking the time for the Council retreat.

Mayor Bacon asked when signs would be going up announcing when the closures on 119th would happen.

Public Works Deputy Director, Beth Wright said signs would be installed in May/June time frame for a closure in early July.

Mayor Bacon said the signs are helpful in making sure citizens are aware of what is coming.

Mayor Bacon also asked the council members if the department reports that have been done in the past were helpful.

City Manager, Michael Wilkes said he had intended to talk about this at the council retreat and would be sending a survey to obtain the Council's feedback.

Mayor Bacon said he realized it was work for staff but wanted to know if the Council would like to bring them back and if they were helpful.

11. ADJOURNMENT

The meeting adjourned at 8:30 PM

Brenda D. Long
City Clerk



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Exceptional Services

STAFF CONTACT: Brenda Long

SUBJECT: Consideration of a new drinking establishment application for Torchy's Tacos.

ITEM DESCRIPTION:

Consideration of a new drinking establishment application for Torchy's Tacos.

SUMMARY:

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

Torchy's Tacos
11919 S Strang Line Rd
Olathe, KS 66062

FINANCIAL IMPACT:

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

ACTION NEEDED:

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

ATTACHMENT(S):

- A. Torchy's Tacos Staff Recommendations

Brenda Long

From: Brenda Long
Sent: Thursday, February 18, 2021 8:34 AM
To: Carl Anderson; Dennis Pine; James Gorham; Rachelle Breckenridge; Timothy Linot
Cc: Chris Grunewald
Subject: Torchy's Taco Drinking Establishment
Attachments: Torchys Tacos.pdf

Tracking:	Recipient	Response
	Carl Anderson	Approve: 2/18/2021 10:04 AM
	James Gorham	Approve: 2/22/2021 8:39 AM
	Rachelle Breckenridge	Approve: 2/25/2021 1:40 PM
	Timothy Linot	Approve: 2/24/2021 4:39 PM
	GIS Shared	Approve: 2/18/2021 10:04 AM
	Emily Carrillo	Approve: 2/16/2021 9:50 PM

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

This is a little tight turn around, but hoping we can get this on the next council agenda and I need the final approvals by the 24th to make the deadline. Thanks for all your assistance.

[Brenda Long](#), City Clerk

(913) 971-8675 | OlatheKS.org

City Clerk's Office | City of Olathe, Kansas

Setting the Standard for Excellence in Public Service





7701 Forsyth Boulevard, Suite 500
Clayton, MO 63105
Main: 314.613.2800

RECEIVED

FEB 12 2021

CITY OF OLATHE
CITY CLERK OFFICE

Lathrop GPM LLP
lathropgpm.com

KIMBERLE L. HAEGELE
PARALEGAL
KIM.HAEGELE@LATHROPGPM.COM
314.613.2837

February 11, 2021

VIA FEDEX

City of Olathe, Kansas
Attn: Brenda Long
100 E. Santa Fe
Olathe, KS 66061

Re: SFMG Kansas, LLC d/b/a Torchy's Tacos

Dear Brenda:

Enclosed is a drinking establishment and caterer's license application for the above-referenced location, together with attachments.

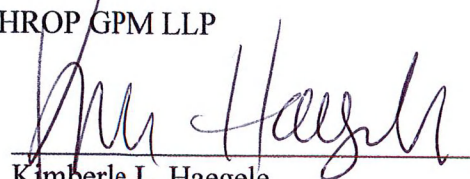
Upon receipt of the signed certificate for the Request for Premise Approval, I will forward to you.

If you have any questions, please call me. Thank you.

Very truly yours,

LATHROP GPM LLP

By:


Kimberle L. Haegle

Enc.

RECEIVED

FEB 12 2021

**CITY OF OLATHE
CITY CLERK OFFICE**

CITY OF OLATHE



DRINKING ESTABLISHMENT LIQUOR LICENSE APPLICATION

Date: 1/7/2021 Business Phone: 512-441-8900

Name of Applicant: Torchy's Tacos

Business Address of Applicant: 11919 S. Stang Line Road, Olathe, KS 66062
City State Zip

E-mail Address of Applicant (optional): kim.haegele@lathropgpm.com

Legal description of premises: full service restaurant located at 11919 S. Stang Line Road, Olathe, KS 66062

Owner of premises (if different than applicant): SFMG Kansas LLC

Address of owner of premises: 4501 Springdale Road, Austin, TX 78723
City State Zip

Items required that must accompany this application:

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

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

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

Ryan Moore

Name of Applicant (Print Please) _____

Signature Ryan Moore
A5001408BFD2446...

CFO

Title _____

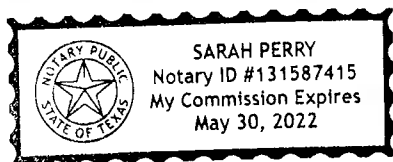
State of TEXAS

County of TRAVIS

Notary Sarah Perry

Sworn and subscribed before me this

This 2ND day of February, 20 21



SEAL



RECEIVED
FEB 12 2021
CITY OF OLATHE
CITY CLERK OFFICE

CATERER LIQUOR LICENSE APPLICATION

CITY OF OLATHE, KANSAS

DATE: 1/7/2021 BUSINESS PHONE NO.: 512-441-8900
 NAME OF APPLICANT: Torchy's Tacos EMAIL: kim.haegele@lathropgpm.com
 ADDRESS OF APPLICANT: 7701 Forsyth Blvd., Suite 500, St. Louis, MO 63105
 BUSINESS ADDRESS: 11919 S. Strang Line Road, Olathe, KS 66062
 LEGAL DESCRIPTION OF PREMISES: full service restaurant located
at 11919 S. Strang Line Road, Olathe, KS 66062
 OWNER OF PREMISES: SFMG Kansas LLC
 (If different than applicant)
 ADDRESS OF OWNER: 4501 Springdale Road, Austin, TX 78723
 (If applicable)

The license fee for Caterer's is established and fixed at FIVE HUNDRED DOLLARS (\$500.00). The fee is levied on each caterer in the city which a license is issued by the State Director of Alcoholic Beverage Control. The fee shall be paid before a business is begun under an original state license and within five days after any renewal of a state license. All applications for a new or renewal city license shall be submitted to the City Clerk for approval. Upon presentation of a state license, payment of the city license fee and the application to the City Clerk, the application will be considered for approval. No license shall be refunded for any reason.

SIGN THIS FORM BEFORE A NOTARY, RETURN WITH A COPY OF THE STATE LICENSE AND THE \$500.00 FEE.

Torchy's Tacos

NAME OF APPLICANT (PRINT)

DocuSigned by:

Ryan Moore

A5001408BFD2446...

SIGNATURE

CFO

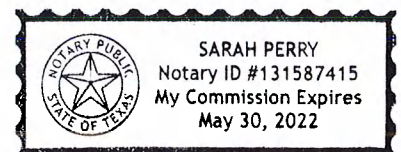
TITLE

Sarah Perry
 NOTARY

5.30.22

EXPIRATION DATE

NOTARY SEAL:



Cash Receipt



Receipt #: 52911
User: MELISSALM
Dept: CC
Date: 02/12/2021
Time: 14:52:31

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

Customer: Success Foods Management

THANK YOU FOR YOUR PAYMENT

ON BEHALF OF CITY TREASURER, DIANNA WRIGHT _____

Item	Description	Notes	Amount
DRINKING ESTAB	Torchy's Tacos	Check No. 15308	\$500.00
CATERERS LICENSE	Torchy's Tacos	Check No. 15321	\$500.00
Final Total Received			\$1,000.00



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Economy, Planning Division

STAFF CONTACT: Jessica Schuller, Senior Planner

SUBJECT: SU20-0006: Special Use Permit for *Motor Vehicle Sales*; Applicant: Sam ElMasri, Car Gallery

ITEM DESCRIPTION:

Consideration of Resolution No. 21-1017, SU20-0006: Request approval for a special use permit for *Motor Vehicle Sales* on approximately 2.12 acres; located at 15695 S. US-169 Highway. Planning Commission recommends approval 8 to 0 for a two-year period.

SUMMARY:

This is a request for a special use permit for motor vehicle sales at 15695 S. US-169 Highway. The site is currently developed and has been operating as an automotive transmission shop.

The subject property is zoned M-2 (General Industrial) and the Unified Development Ordinance (UDO 18.20.500) requires a special use permit for motor vehicle sales in this district. No changes to the existing, approximately 5,000 square foot building are proposed.

The applicant proposes to park a maximum of 50 vehicles outdoors on site. No vehicles will be parking in front of the building and staff has stipulated that vehicle inventory south of the building be striped in designated spaces. The applicant will also stripe customer parking spaces in front of the building, repair broken curbs and sidewalks on site, and add trees and shrubs to meet UDO requirements for landscaping along street frontages. The existing non-conforming monument sign will be removed.

A public hearing was held before the Planning Commission on February 8, 2021. No individuals from the public spoke regarding this petition and the Planning Commission recommended approval with a 8-0 vote, for a 2-year time limit with stipulations as stated in the Planning Commission packet.

FINANCIAL IMPACT:

Approval of this request will result in economic contribution to the community.

ACTION NEEDED:

1. Adopt Resolution No. 21-1017 to approve a Special Use Permit for motor vehicle sales as stipulated by the Planning Commission.
 2. Deny Resolution No. 21-1017 (5 positive votes required) for a Special Use Permit for motor vehicle sales.
 3. Return the Special Use Permit application to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or deny.
-

MEETING DATE: 3/2/2021

ATTACHMENT(S):

- A. Planning Commission Packet
- B. Planning Commission Minutes
- C. Resolution No. 21-1017



Planning Division

STAFF REPORT**Planning Commission Meeting: February 8, 2021**

Application:	<u>SU20-0006</u>: Request for approval of a special use permit for motor vehicle sales (Car Gallery)
Location:	15695 US-169 Highway
Owner:	Tim and Deborah Worthy
Applicant:	Sam ElMasri, Car Gallery, Inc.
Staff Contact:	Jessica Schuller, AICP, Senior Planner

Site Area:	<u>2.12± acres</u>	Plat:	<u>Lot 1, Combs Addition</u>
Proposed Use:	<u>Motor Vehicles, All Types, Sales/Leasing/Rental</u>	Existing Zoning:	<u>M-2 (General Industrial)</u>

	Plan Olathe Land Use Category	Existing Use	Current Zoning
Site	Industrial	Auto Repair	M-2
North	Industrial	Auto Repair	M-2
South	Industrial	Mechanical Contractor	M-2
East	Industrial	Railway/Building Materials Store	CTY IP-2/M-2
West	Industrial	Manufacturing	M-2/MP-2

1. Request:

This is a request for a special use permit (SUP) to allow motor vehicle sales at 15695 US-169 Highway. The site is currently developed and consists of a 5,261 square foot building that was previously operating as a transmissions and auto repair shop. The subject property is currently zoned M-2 (General Industrial), which requires approval of a special use permit for motor vehicle sales, per Unified Development Ordinance (UDO) 18.20.500.

SU20-0006
February 8, 2021
Page 2

2. History:

The site was rezoned from county zoning to the M-2 District in 1985 (RZ-03-85). The site is platted as Lot 1 of the Combs Addition and the existing building was constructed in 1991. No changes to the exterior of the existing building are proposed with this application. An existing accessory garage structure is located towards the rear of the lot and is proposed to remain. Chain link fences with barbed wire exist around the perimeter of the rear of the lot and are proposed to remain. The site is a combination of paved, gravel, and grass areas. The paved areas are located in the front of the site and the only gravel is located to the rear, behind the gate.



Aerial map of subject property.



View of property looking east from US-169 Highway

3. Neighborhood Meeting/Public Notice:

The applicant notified neighbors within 200 feet of the subject property by certified letter, return receipt requested as required by the UDO. A neighborhood meeting was not required with this application as no residential development is located within 500', however, a neighborhood notice was provided to property owners within 500' of the project site, as required by UDO 18.40.030. Neither staff nor the applicant has received any public correspondence regarding this proposal.

4. Zoning Requirements:

- a. **Land Use** – The existing site is zoned M-2 (General Industrial) District. Per UDO 18.20.500, a SUP is required for the sale of motor vehicles within this District. The M-2 District permits a number of auto-oriented uses by right, such as repair services and auto body shops.
- b. **Setbacks/Open Space** – Existing structures on site are proposed to remain as they exist today. The structures comply with the setbacks of the M-2 District, as provided in UDO 18.20.200. Existing pavement towards the rear of the site does not comply with the current 10 foot parking/paving setback from property lines. This is considered an existing non-conforming site condition and is proposed to remain, per UDO 18.60.020.D.

5. Development Requirements:

- a. **Access/Streets** – The existing site is accessed via a driveway connecting to US-169 Highway at the southwest corner of the site. No changes to access are proposed with this application.

The existing trash container is visible from the roadway but will be moved to the rear of the site to eliminate visibility from the right-of-way.

- b. **Parking** – The subject property currently contains five guest parking spaces and one ADA (Americans with Disabilities Act) space, which will be striped upon approval of this application.

There are broken curbs and sidewalks on site, adjacent to the building, which will be repaired by the applicant.

The applicant proposes to park 15 vehicles inside the existing building with an additional 15 vehicles proposed to be parked along the southern property line directly south of the building. Staff is supportive of this area becoming a parking area provided that these spaces be designated with appropriate striping. Up to 35 vehicles will be parked behind the building within the fenced portion of the site, for a total of 50 vehicles parked outdoors. The vehicles within the fenced area will not be accessible to the general public. The exterior parking areas are not illuminated and no additional lighting is proposed with this application.

- c. **Landscaping** – New shrubs will be provided along the front row of parking adjacent to US-169 to provide screening to a height of 3 feet, as required by UDO, Section 18.30.130. Additionally, two trees will be placed in the frontage area, meeting requirements of UDO 18.30.130 for Non-Residential Landscape buffers. Shrubs will be provided on the north side of the building to screen existing building mounted utilities.

Additional landscaping along property lines is not required with this application, as the application is a change of use that does not increase the existing building square footage or parking area (UDO 18.30.130.J).

- d. **Public Utilities** – The site is located within the City of Olathe Sanitary Sewer service area and WaterOne service area. No changes to utilities are proposed with this application.
- e. **Stormwater/Detention** – The applicant is not proposing changes to impervious surface area on site; therefore no new stormwater improvements are required.

6. Time Limit:

Special Use Permits are required for uses that the City has determined are higher-intensity land uses that require greater consideration, requirements, and review to ensure compatibility with surrounding uses, orderly growth and development, and consistency with goals and vision of the City as a whole. For this reason, special use permits are also different than by-right permitted land uses in that by-right uses do not require a time restricted permit. Motor vehicle sales are identified in the UDO as requiring a Special Use Permit.

Unless otherwise specified, special use permits are approved for a five (5) year period (UDO 18.40.100.F.4). In this particular case, staff recommends the initial permit be valid for a two (2) year term. This provides the ability to follow up and confirm site maintenance of the specified improvements that will bring the property into compliance with the UDO. Staff has collaborated with the applicant on the stipulations and necessary site improvements. While the applicant would prefer an initial time period longer than two (2) years, they are amenable to this time period and understand the current recommendation.

7. Analysis:

The future land use map of the Comprehensive Plan identifies the subject property as "Industrial." Staff is supportive of the proposed use as Motor Vehicles, All Types, Sales/Leasing/Rental is a commercial use that relies on an increased amount of outdoor space, as is commonly found in industrial areas. This site was previously the location of another type of vehicle-oriented service business and is surrounded by industrial and commercial establishments.

The following are criteria for considering special use applications as listed in Unified Development Ordinance (UDO) Section 18.40.100.F:

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

The future land use map of the Comprehensive Plan identifies the subject property as "Industrial." The property is zoned M-2 which allows for a variety of general industrial uses in addition to some commercial uses, including Motor Vehicle Sales with a special use permit. This application complies with the following principle of the *Comprehensive Plan*:

- **Principle ES-3:** *"Strengthen and revitalize existing commercial centers."*

Approval of the special use permit request will allow a new business to locate on, and make improvements to, an existing commercial site.

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 area surrounding this site consists of commercial and industrial uses. The surrounding buildings are primarily one-to-two stories in height and were constructed between the late 1980's and early 2000's. Businesses in the corridor primarily have limited parking in the front of the building, with additional parking and storage areas located behind the buildings.

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 area surrounding this site is also zoned M-2 and consists of uses such as mechanical contracting, painting services, automotive repair, and manufacturing. Approval of the special use permit for vehicle sales will be in harmony with surrounding uses, many of which are also automotive in nature.

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

The property is suited for occupancy by a variety of M-2 District uses including motor vehicle sales with a special use permit. The M-2 District permits a broad range of commercial and general industrial uses. Motor vehicle sales require a special use permit in the M-2 District to ensure compatibility with surrounding uses. There is no City zoning district that allows this use by right.

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

The building on the subject property was constructed in 1991 and has been occupied since that time. The most recent occupancy was an automotive transmission shop.

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

The proposed special use will not have an impact on noise, aesthetics, traffic, lighting, or other characteristics of the surrounding area. The property is located adjacent to other commercial and industrial properties along US-169 Highway and was previously used for automotive repair.

G. The extent to which development under the proposed district would substantially harm the value of nearby properties.

The new business will generate sales tax revenue and provide economic development opportunities for the City and should have no negative impacts on surrounding property values. Surrounding properties consist of other automotive and industrial type businesses. The applicant is making aesthetic improvements to the site related to landscaping, signage and pavement repairs which will benefit nearby property values.

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.

The proposed development will not adversely affect the adjacent road network. The site is accessed from US-169, a Kansas State Highway with adequate capacity to support the commercial development.

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

Staff is not aware of any potential for unlawful levels of air, water or noise pollution with the proposed development. Landscaping is being added to the site and there is no increase in impervious surface. The proposed use is subject to all local, state, and federal environmental regulations.

J. The economic impact of the proposed use on the community.

The development follows the economic sustainability goals of the Comprehensive Plan by encouraging private investment in the community and reinvestment in an existing commercial property.

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 special use does not negatively impact public health, safety, or welfare as presented. Denial of the special use permit would create a hardship for the property owner and the applicant who would not be able to relocate their business to Olathe. City staff and the applicant agree the special use permit offers a service to the community while providing consistency with surrounding properties.

8. Staff Recommendation:

a. Staff recommends approval of SU20-0006 with conditions, for the following reasons:

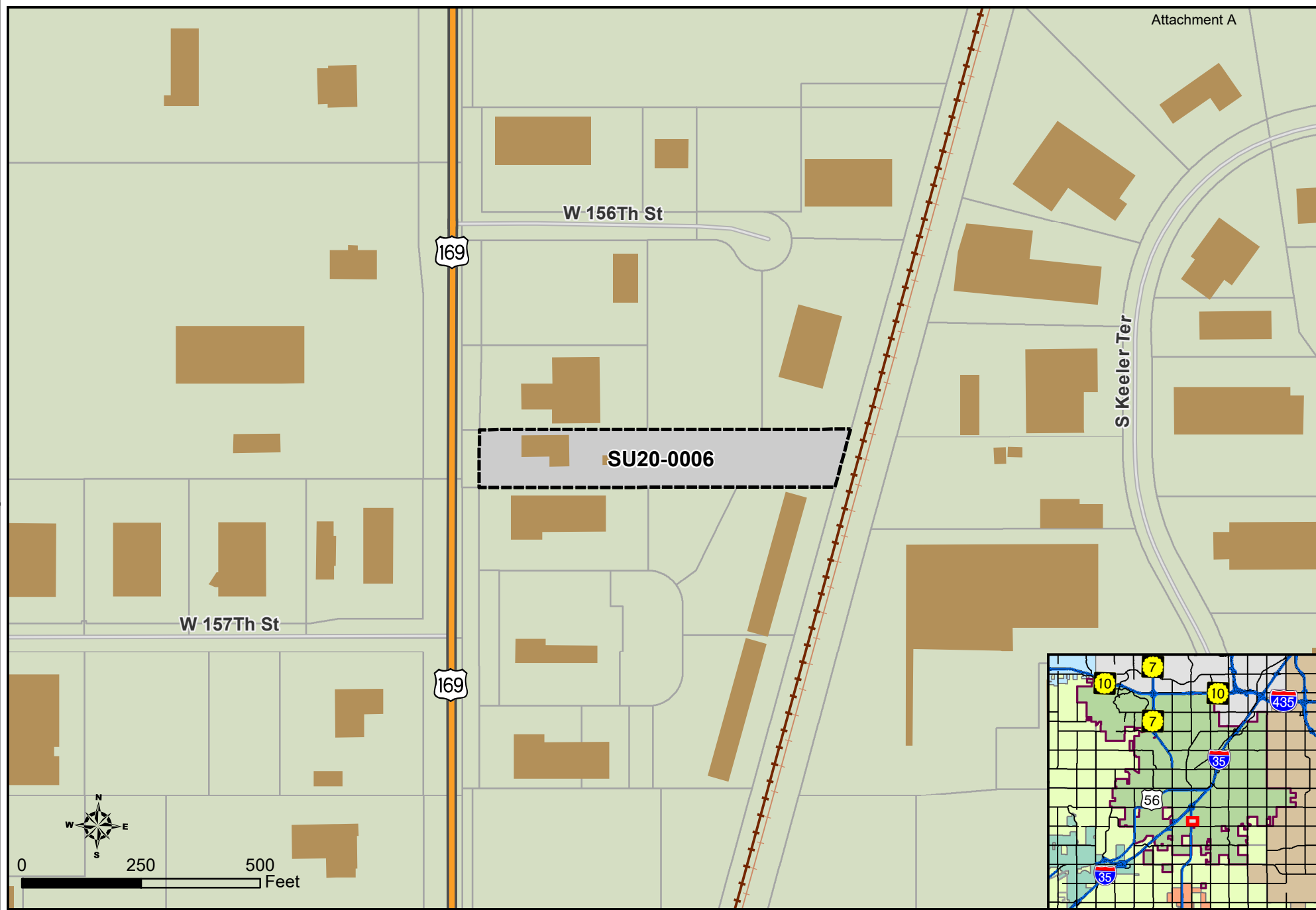
1. The proposal conforms to the Goals, Objectives and Policies of the Comprehensive Plan.
2. The proposal complies with the Unified Development Ordinance (UDO) criteria for considering special use permit requests.
3. The applicant will address all site improvements as identified in Section 5 of this report.

b. Staff recommends approval of SU20-0006 subject to the following stipulations:

1. The special use permit to allow motor vehicle sales is valid for a period of two (2) years following the date of Governing Body approval.
2. The maximum number of vehicles for display or sales permitted to be located outdoors is 50 vehicles. These vehicles will be restricted to the rear of the lot

and to designated spaces on the southside of the structure as shown on the site plan.

3. The portion of fence running east/west at the rear of the building must be removed prior to issuance of a Change of Occupancy permit to allow fire access to the rear of the building.
4. An approved fire department "Knox" county keyed cylinder must be installed at an accessible location on the entry side of the gate to the stored cars lot.
5. Wind signs, including pennants, streamers, balloons, whirligigs or similar devises, are not permitted along the street frontage.
6. The existing non-conforming monument sign must be removed, per UDO 18.50.190.S.5. In the interim, a temporary sign face may be attached for the new business, not to exceed the existing sign face.
7. Metal siding located along areas of fencing must be removed.
8. Exterior ground-mounted or building mounted equipment including but not limited to, mechanical equipment, utilities' meter banks and coolers must be screened from public view with three (3) sided landscaping or an architectural treatment compatible with the building architecture, per UDO Section 18.30.130.
9. Vehicles for inventory, sales, or display located south of the building (as shown on the site plan) must be parked in designated, striped, parking spaces. Parking in front of the building is for customer and employee parking only.
10. Sidewalks and curbs adjacent to the building must be repaired.
11. Customer parking spaces in front of the building must be striped.
12. Stipulations numbered 6-11 must be completed within 6 (six) months of the date of Governing Body approval.



MOTOR VEHICLE SALES FOR CAR GALLERY
SU20-0006



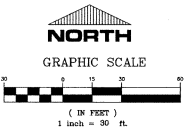
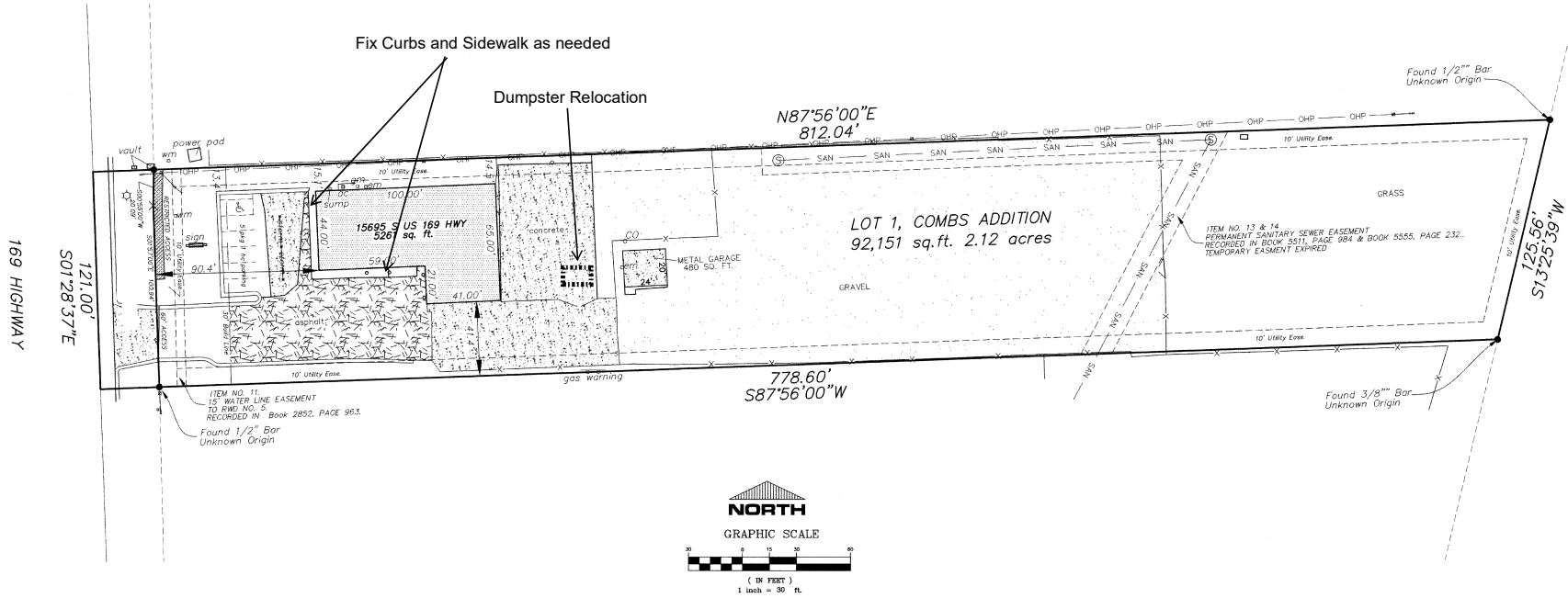
User: jaredmd
Date: 2/2/2021



ALTA / NSPS LAND TITLE SURVEY
LOT 1, COMBS ADDITION, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS

LEGAL DESCRIPTION: ALL OF LOT 1, COMBS ADDITION, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS
AS SHOWN ON RECORDED PLAT FILED IN PLAT BOOK 78, PAGE 5.

BEARING BASED ON FINAL PLAT OF COMBS ADDITION.



TITLE POLICY FURNISHED BY: SECURITY FIRST TITLE : COMMITMENT NO. 2413509, DATED NOVEMBER 29, 2020 AT 7:00 AM.

Items of Schedule B:

8. Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of said land filed in Plat Book 78 at Page 5. (shown)

9. Controlled access to highway as set out in Warranty Deed recorded in Book 2017 at Page 278. (shown)

10. Temporary Easement Agreement with the Kansas Department of Transportation 10. recorded in Book 2017 at Page 280. (expired)

11. Right-of-Way Easement granted to Rural Water District No. 5, Johnson County, Kansas recorded in Book 2852 at Page 963. (shown)

12. Terms and provisions of Resolution No. 97-1008 authorizing the construction of a sanitary sewer system designated as Line H Lateral Sewer, in the Upper Cedar Creek Basin, Project No. 13995 recorded in Book 5115 at Page 769. (resolution to construct)

13. Permanent Sanitary Sewer Easement and Temporary Construction Easement as taken by the City of Olathe, Kansas in Eminent Domain Proceedings filed in the District Court of Johnson County, Kansas as Suit No. 98CD2675 and recorded in Book 5511 at Page 964. (shown)

14. Permanent Sanitary Sewer Easement granted to the City of Olathe, Kansas, a municipal corporation recorded in Book 5555 at Page 232. (shown)

SURVEYORS NOTES:

1. There is no visible evidence of earth moving or construction
2. There is no visible evidence of street or sidewalk repairs or construction
3. There is no visible evidence of wetlands (A National Wetlands Inventory map was provided showing a general reference to a freshwater pond but no physical evidence was found on site)
4. 169 Highway access point on the West side of property with restrictions.
5. Current Land Owner - Timothy P. Worthy and Deborah J. Worthy.
6. There are adequate public utilities for this site.
7. This property is not in a flood plain per Firm Map No. 20091CD093G, Revised August 3, 2009
8. Total Land Area = 92,151 sq. ft. 2.12 acres
9. This property lies in zone X, areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. FIRM map No. 20091CD093G NEL 93 OF 161.

Existing Zoning: M-2, General Industrial

To Car Gallery Inc, Security First Title Insurance, their successors or assigns.

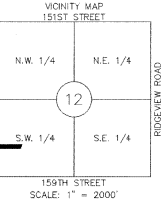
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 4, 7, 8, 9, 16 & 17 of Table A A thereof. The fieldwork was completed on 12-11-2020



Robert M. Layton
Robert M. Layton, Professional Land Surveyor, KS 1266 Date Prepared: 12-11-2020

LEGEND

- WATER METER
- ELECTRIC METER
- AIR CONDITION PAD
- STORM INLET
- SANITARY MANHOLE
- STREET LIGHT (4\"/>



PROJECT LOCATION
SECTION 12-14-23

LEGEND

- BAR FOUND AS DESCRIBED
- ⊙ SET 8\"/>

PREPARED FOR:
CAR GALLERY INC.
8665 151ST STREET
OVERLAND PARK, KANSAS 66223
PHONE: 913-897-1277

PREPARED BY:
ALLENBRAND-DREWS & ASSOCIATES, INC.
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

ALTA NSPS LAND TITLE SURVEY

**PT. OF SOUTHWEST QUARTER
SECTION 12-14-23
CITY OF OLATHE, JOHNSON CO. KANSAS**



**CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS**

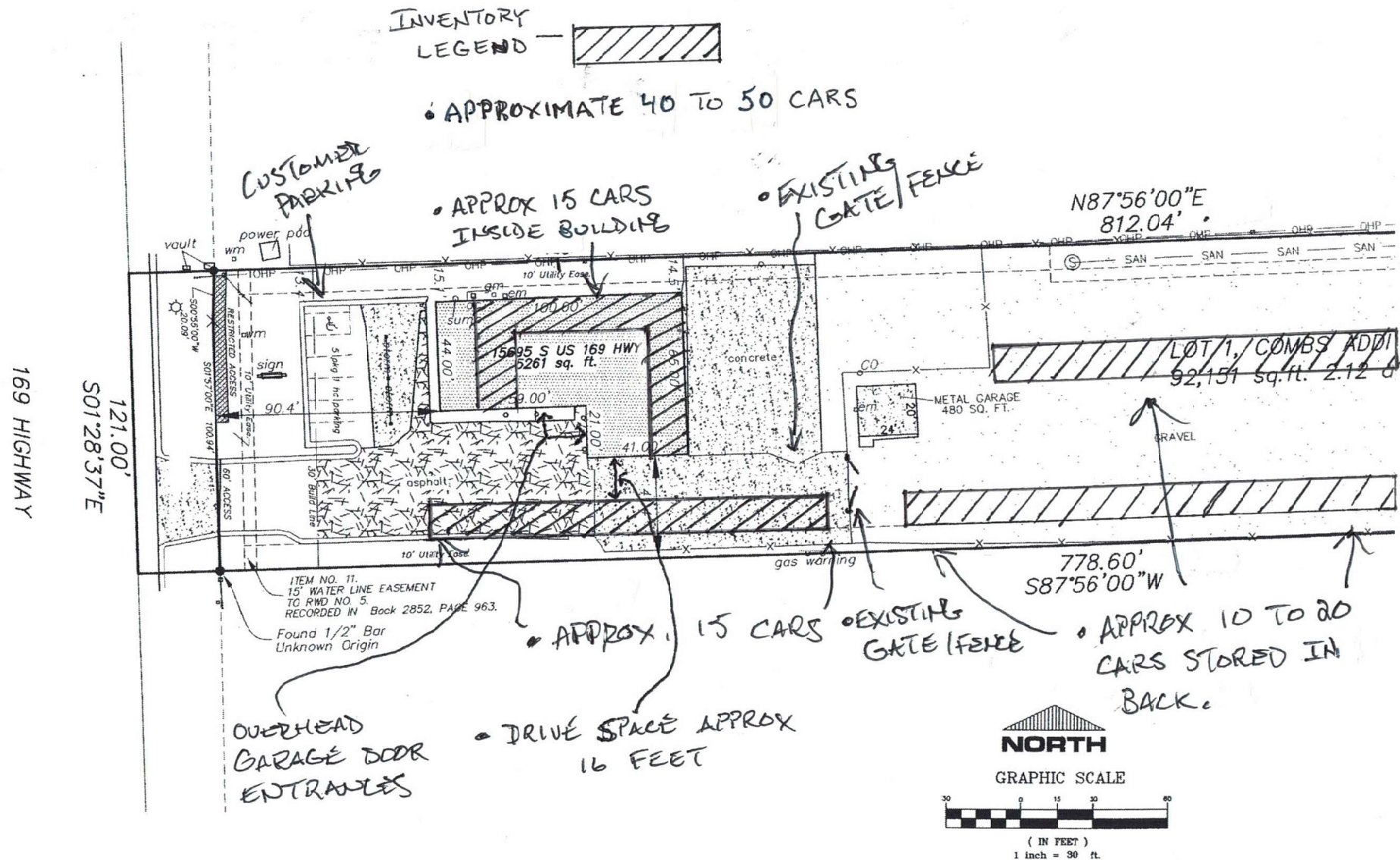
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076 FAX: (913) 764-8635

Scale: 1\"/>

AD PROJECT # 35873 12-14-23 ALTA NSPS LAND TITLE SURVEY

ALTA / NSPS LAND TITLE SURVEY

LOT 1, COMBS ADDITION, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON CO.



TITLE POLICY FURNISHED BY: SECURITY FIRST TITLE : COMMITMENT NO. 2413509, DATED NOVEMBER 29, 2020 AT 7:00 AM.

Items of Schedule B:

8. Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of said land filed in Plat Book 78 at Page 5. (shown)

9. Controlled access to highway as set out in Warranty Deed recorded in Book 2017 at Page 278. (shown)

10. Temporary Easement Agreement with the Kansas Department of Transportation 10. recorded in Book 2017 at Page 280. (expired)

LEGEND

	WATER METER		ST— STORM SEWER
	ELECTRIC METER		OVERHEAD POWER LINE
	AIR CONDITION PAD		OHP
	STORM INLET		

RECEIVED
JAN 14 2021
PLAT & RECORD
HARRIS COUNTY

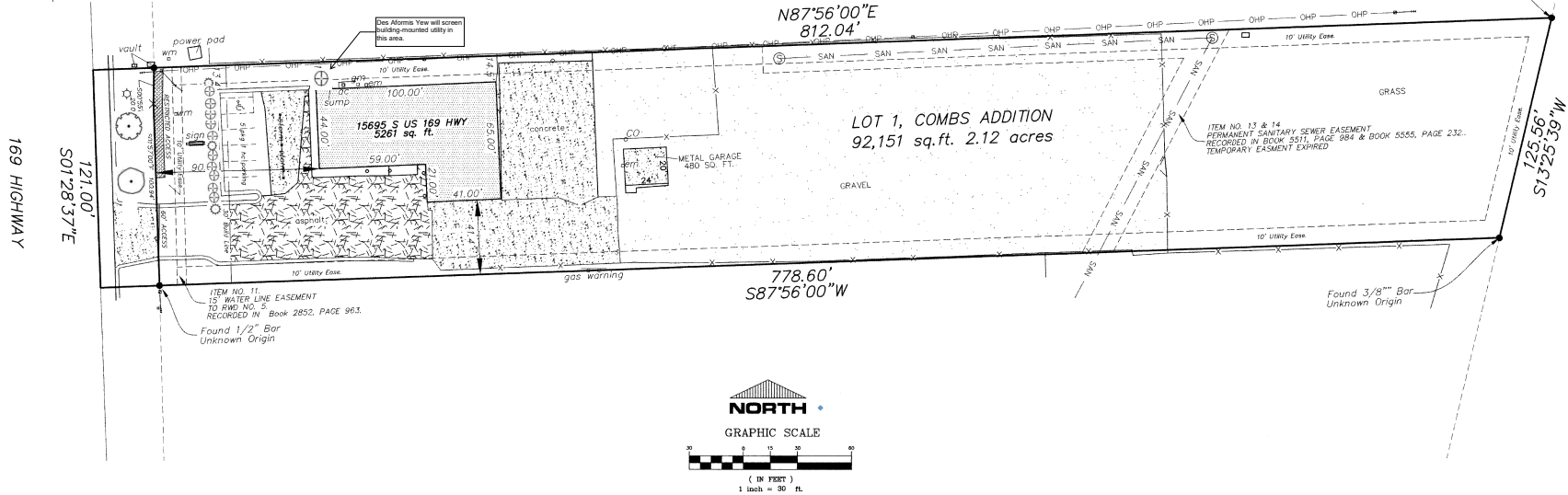
ALTA / NSPS LAND TITLE SURVEY

LOT 1, COMBS ADDITION, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS

LEGAL DESCRIPTION: ALL OF LOT 1, COMBS ADDITION, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS AS SHOWN ON RECORDED PLAT FILED IN PLAT BOOK 78, PAGE 5.

BEARING BASED ON FINAL PLAT OF COMBS ADDITION.

TREES	Botanical Name/Common Name	QUANTITY	CAL/HEIGHT
	Shade Tree - Red Maple	1	2" in size
	Ornamental Tree - Pink Dogwood	1	2" in size
SHRUBS	Botanical Name/Common Name	QUANTITY	CAL/HEIGHT
	Des Aformis Yew	11	3 gallon in size, spaced 3 feet apart, maturity will be 3 feet in height and 3 feet wide.
	Dwarf Burning Bush	3	3 gallon in size, maturity is 3 feet in height and 4 feet wide.



TITLE POLICY FURNISHED BY: SECURITY FIRST TITLE : COMMITMENT NO. 2413509, DATED NOVEMBER 29, 2020 AT 7:00 AM.

Items of Schedule B:

8. Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of said land filed in Plat Book 78 at Page 5. (shown)

9. Controlled access to highway as set out in Warranty Deed recorded in Book 2017 at Page 278. (shown)

10. Temporary Easement Agreement with the Kansas Department of Transportation 10. recorded in Book 2017 at Page 280. (expired)

11. Right-of-Way Easement granted to Rural Water District No. 5, Johnson County, Kansas recorded in Book 2852 at Page 963. (shown)

12. Terms and provisions of Resolution No. 97-1008 authorizing the construction of a sanitary sewer system designated as Line H Lateral Sewer, in the Upper Cedar Creek Basin, Project No. 13995 recorded in Book 5115 at Page 769. (resolution to construct)

13. Permanent Sanitary Sewer Easement and Temporary Construction Easement as taken by the City of Olathe, Kansas in Eminent Domain Proceedings filed in the District Court of Johnson County, Kansas as Suit No. 98CD2675 and recorded in Book 5511 at Page 964. (shown)

14. Permanent Sanitary Sewer Easement granted to the City of Olathe, Kansas, a municipal corporation recorded in Book 5555 at Page 232. (shown)

SURVEYORS NOTES:

- There is no visible evidence of earth moving or construction
- There is no visible evidence of street or sidewalk repairs or construction
- There is no visible evidence of wetlands (A National Wetlands Inventory map was provided showing a general reference to a freshwater pond but no physical evidence was found on site)
- 169 Highway access point on the West side of property with restrictions.
- Current Land Owner - Timothy P. Worthy and Deborah J. Worthy.
- There are adequate public utilities for this site.
- This property is not in a flood plain per Firm Map No. 20091CD093G, Revised August 3, 2009
- Total Land Area = 92,151 sq. ft. 2.12 acres
- This property lies in zone X, areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. FIRM map No. 20091CD093G-ANL 93 OF 161.

Existing Zoning: M-2, General Industrial

To Car Gallery Inc, Security First Title Insurance, their successors or assigns.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 4, 7, 8, 11, 12, 14, 16 & 17 of Table A A thereof. The fieldwork was completed on 12-11-2020



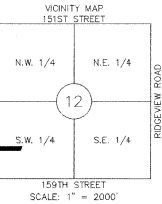
Robert M. Layton, Professional Land Surveyor, KS 1266

Date Prepared: 12-11-2020

LEGEND

	WATER METER		STORM SEWER
	ELECTRIC METER		OVERHEAD POWER LINE
	AIR CONDITION PAD		CHIMNEY
	STORM INLET		
	SANITARY MANHOLE		
	STREET LIGHT (4' POLE)		

EXISTING ZONING: M-2 GENERAL INDUSTRIAL



PROJECT LOCATION
SECTION 12-14-23

LEGEND

- BAR FOUND AS DESCRIBED
- SET 8" x 24" REBAR WITH PLASTIC KS CUS 93 CAP
- U/E UTILITY EASEMENT
- B/L BUILDING LINE
- 1000 --- EXISTING CONTOUR LINE

PREPARED FOR:
CAR GALLERY INC.
8665 151ST STREET
OVERLAND PARK, KANSAS 66223
PHONE: 913-897-1277

PREPARED BY:
ALLENBRAND-DREWS & ASSOCIATES, INC.
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8635

ALTA NSPS LAND TITLE SURVEY

PT. OF SOUTHWEST QUARTER
SECTION 12-14-23
CITY OF OLATHE, JOHNSON CO. KANSAS



122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076 FAX: (913) 764-8635

Scale: 1"=50' Drawn By: RML Project: 35673
Date: 12/11/2020 Checked By: RML Section: 12-14-23



Planning Division

MINUTES

Planning Commission Meeting: February 8, 2021

Application:	<u>SU20-0006</u> : Request approval for a special use permit for Motor Vehicle Sales for Car Gallery in the M-2 (General Industrial) District, on approximately 2.12 acres; located at 15695 W. US 169 Highway.
---------------------	---

Jessica Schuller, AICP Senior Planner presented Special Use Permit No. SU20-0006, a request for the sale of motor vehicles for Car Gallery. The site is located north of 159th Street and east of US 169 Highway at 15695 W. US 169 Highway, which is the location of an existing automotive transmission business.

Ms. Schuller stated the applicant is seeking approval of a special use permit to allow motor vehicle sales on the proposed site. The applicant will use the existing 5,000-square-foot building, which has a brick façade and a garage addition to the rear of the building. No changes are proposed to the existing structure. Staff recommends the vehicle inventory south of the building not extend beyond the front line of the building and that the spaces be designated with striping. The applicant will make improvements to the site which include repair of broken curbs adjacent to the building and parking lot striping.

Ms. Schuller explained how the applicant plans to meet landscaping and screening requirements.

Although the applicant is requesting a longer time period, staff recommends approval of the special use permit for two years based on this first application in which the applicant is in the process of making some site improvements. The primary stipulations and the recommendation for changes are to the parking lot striping, site repairs, signage, and the time limits in which these items should be addressed.

Commissioner Fry asked about the timing of the project and asked about conversations on that issue between the applicant and staff and how they settled on the two-year timeframe.

Ms. Schuller explained that staff has reviewed special use permits for the past 20 years, and the motor vehicle sales permits range anywhere from 1 to 10 years, but when a first-time applicant comes forward with such a request that also include site repairs, a shorter period time is typically recommended. Staff and the applicant are hopeful when they bring the special use permit request back for a renewal, staff can look at a longer period of

SU20-0006
February 8, 2021
Page 2

time. Staff wants to have the opportunity to review the special use permit in two years to ensure the repairs were satisfactory, the landscaping still has a good appearance and everyone is comfortable with the request. The applicant agreed with the requested changes and the timeframe of the permit.

Chair Vakas opened the public hearing.

No members of the public came forward to speak.

Chair Vakas called for a motion to close the public hearing.

A motion to close the public hearing was made by Commissioner Fry and seconded by Commissioner Sutherland. The motion passed by a roll-call vote of 8 to 0.

There being no further discussion, **Chair Vakas** called for a motion.

A motion to approve SU20-0006, subject to staff stipulations, was made by Commissioner Fry and seconded by Commissioner Youker and passed with a roll-call vote of 8 to 0, with the following stipulations:

1. The special use permit to allow motor vehicle sales is valid for a period of two (2) years following the date of Governing Body approval.
2. The maximum number of vehicles for display or sales permitted to be located outdoors is 50 vehicles. These vehicles will be restricted to the rear of the lot SU20-0006 February 8, 2021 Page 7 and to designated spaces on the southside of the structure as shown on the site plan.
3. The portion of fence running east/west at the rear of the building must be removed prior to issuance of a Change of Occupancy permit to allow fire access to the rear of the building.
4. An approved fire department "Knox" county keyed cylinder must be installed at an accessible location on the entry side of the gate to the stored cars lot.
5. Wind signs, including pennants, streamers, balloons, whirligigs or similar devices, are not permitted along the street frontage.
6. The existing non-conforming monument sign must be removed, per UDO 18.50.190.S.5. In the interim, a temporary sign face may be attached for the new business, not to exceed the existing sign face.
7. Metal siding located along areas of fencing must be removed.
8. Exterior ground-mounted or building mounted equipment including but not limited to, mechanical equipment, utilities' meter banks and coolers must be

screened from public view with three (3) sided landscaping or an architectural treatment compatible with the building architecture, per UDO Section 18.30.130.

9. Vehicles for inventory, sales, or display located south of the building (as shown on the site plan) must be parked in designated, striped, parking spaces. Parking in front of the building is for customer and employee parking only.
10. Sidewalks and curbs adjacent to the building must be repaired.
11. Customer parking spaces in front of the building must be striped.
12. Stipulations numbered 6-11 must be completed within 6 (six) months of the date of Governing Body approval.

RESOLUTION NO. 21-1017

A RESOLUTION GRANTING A SPECIAL USE PERMIT FOR MOTOR VEHICLE SALES, SUBJECT, HOWEVER, TO THE STIPULATIONS HEREINAFTER MORE FULLY EXPRESSED.

WHEREAS, Application No. SU20-0006 was filed with the City of Olathe, Kansas, on the 18th day of December 2020; and

WHEREAS, said Application requested that the City Council of the City of Olathe, Kansas, issue a special use permit for Motor Vehicle Sales on the following described properties:

LOT 1, COMBS ADDITION, A SUBDIVISION LOCATED IN OLATHE, JOHNSON COUNTY, KS.

WHEREAS, such property is zoned M-2; 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 8th day of February 2021, 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. SU20-0006 requesting the issuance of a special use permit for Motor Vehicle Sales, on the previously described property, which is presently zoned as M-2 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 to allow motor vehicle sales is valid for a period of two (2) years following the date of City Council approval.
2. The maximum number of vehicles for display or sales permitted to be located outdoors is fifty (50) vehicles. These vehicles will be restricted to the rear of the lot and to designated spaces on the southside of the structure as shown on the site plan.
3. The portion of fence running east/west at the rear of the building must be removed prior to issuance of a Change of Occupancy permit to allow fire access to the rear of the building.

4. An approved fire department "Knox" county keyed cylinder must be installed at an accessible location on the entry side of the gate to the stored cars lot.
5. Wind signs, including pennants, streamers, balloons, whirligigs or similar devises, are not permitted along the street frontage.
6. The existing non-conforming monument sign must be removed, per UDO 18.50.190.S.5. In the interim, a temporary sign face may be attached for the new business, not to exceed the existing sign face.
7. Metal siding located along areas of fencing must be removed.
8. Exterior ground-mounted or building mounted equipment including but not limited to, mechanical equipment, utilities' meter banks and coolers must be screened from public view with three (3) sided landscaping or an architectural treatment compatible with the building architecture, per UDO Section 18.30.130.
9. Vehicles for inventory, sales, or display located south of the building (as shown on the site plan) must be parked in designated, striped, parking spaces. Parking in front of the building is for customer and employee parking only.
10. Sidewalks and curbs adjacent to the building must be repaired.
11. Customer parking spaces in front of the building must be striped.
12. Stipulations numbered 6-11 must be completed within 6 (six) months of the date of City Council approval.

SECTION THREE: That this Resolution shall take effect immediately.

ADOPTED by the City Council this 2nd day of March 2021.

SIGNED by the Mayor this 2nd day of March 2021.

ATTEST:

Mayor

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Infrastructure (Engineering)
STAFF CONTACT: Mary Jaeger / Beth Wright
SUBJECT: Consideration of Consent Calendar

ITEM DESCRIPTION:
Consideration of Consent Calendar.

SUMMARY:
Consent Calendar consists of Project Completion Certificates for Infrastructure (Engineering) projects.

FINANCIAL IMPACT:
N/A

ACTION NEEDED:
Approve Consent Calendar for March 2, 2021.

ATTACHMENT(S):
A. Consent Calendar

City Council Information Sheet

Date: March 2, 2021

ISSUE: Consent Calendar for: March 2, 2021

FOCUS AREA: Infrastructure (Engineering)

SUMMARY:

1) PROJECT COMPLETION CERTIFICATES

- a) Valley Ridge, 4th Plat – 1-D-002-20 – Sanitary Sewer
- b) Valley Ridge, 5th Plat – 1-D-003-20 – Sanitary Sewer
- c) Willow Crossing, 4th Plat – 5-D-039-19 – Waterlines

2) CHANGE ORDERS

- a) None

3) FINAL PAYMENT TO CONTRACTORS

- a) None

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



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Infrastructure (Engineering)

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Authorization of the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16.

ITEM DESCRIPTION:

Consideration of Resolution No. 21-1018 authorizing the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16; and repealing Resolution No. 18-1068.

SUMMARY:

This project is in place to meet the stormwater detention needs of developments within the Coffee Creek watershed, to reduce the risk of flooding of four (4) homes identified within the 100-year floodplain, and to reduce the risk of street flooding on Black Bob Road. The project includes construction of an earthen embankment and reinforced concrete box culverts on Coffee Creek along the future Brougham Drive alignment south of 167th Street and the future Lindenwood Drive alignment south of 167th Street.

This project was authorized by Resolution No. 18-1068 on August 7, 2018 in the amount of \$6,200,000. Staff is asking for an additional \$900,000 in funding for the project due to higher than anticipated land acquisition and inspection costs, additional requirements imposed by the Kansas Department of Agriculture - Division of Water Resources, and mitigation requirements imposed by the U.S. Army Corps of Engineers. The additional \$900,000 will come from a combination of Johnson County Stormwater Management Advisory Committee (SMAC) funds (\$442,560) and City of Olathe Stormwater Funds (\$457,440). No additional GO Bond funding is being requested.

Construction is scheduled to begin in Spring 2021, with an estimated completion of construction by Fall 2021.

FINANCIAL IMPACT:

Funding for the Brougham Drive Regional Detention Basin Project includes:

GO Bonds	\$1,000,000
Stormwater Fund	\$1,057,440
Johnson County PW	\$ 375,000
Johnson County SMAC	\$4,667,560
Total	\$7,100,000

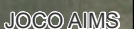
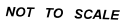
ACTION NEEDED:

Approval of Resolution No. 21-1018 authorizing the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16; and repealing Resolution No. 18-1068.

MEETING DATE: 3/2/2021

ATTACHMENT(S):

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





Project Fact Sheet
Brougham Drive Regional Detention
Basin Project
2-C-002-16
March 2, 2021

Attachment B

Project Manager: Beth Wright / Matt Kapfer

Description: This project will include survey, design and construction of two (2) regional detention basins, located on Coffee Creek along the future alignments of Brougham Drive and Lindenwood Drive.

Justification: This project will meet the stormwater detention needs of developments within the Coffee Creek watershed, reduce the risk of flooding of four (4) homes identified within the 100-year floodplain, and reduce the risk of street flooding on Black Bob Road.

Schedule:	Item	Date
Design:	Land Acquisition	02/28/2020
	Final Design	06/05/2020
	Land Acquisition	12/04/2020
Construction:	Contract Award	07/16/2019
	Completion	10/31/2021 – Estimate
Council Actions:	Date	Amount
Project Authorization	02/21/2017	\$5,200,000
Design Contract Approval	03/21/2017	\$ 440,648
SMAC Agreement (Design)	06/06/2017	\$ 330,486
Real Estate Agreements	12/19/2017	\$ 959,702
Project Authorization	08/07/2018	\$6,200,000
Real Estate Agreements	08/07/2018	\$1,230,000
Real Estate Agreement	11/20/2018	\$ 205,000
Construction Contract	07/16/2019	\$3,057,556
JoCo PW Agreement	12/03/2019	\$ 375,000
Mitigation Credit Agreement	04/07/2020	\$ 298,100
Project Authorization	03/02/2021	\$7,100,000
SMAC Agreement (Construction)	03/02/2021	\$4,667,560
Supplemental Agreement (Construction Inspection)		
Funding Sources:	Amount	CIP Year
GO Bonds	\$1,000,000	2022
Stormwater Fund	\$1,057,440	2018 and 2021
Johnson County PW	\$ 375,000	2021
Johnson County SMAC	\$4,667,560	2021
Expenditures:	Budget	Amount to Date
Design	\$ 709,000	\$ 658,764
Land Acquisition	\$2,703,000	\$2,702,409
Inspection	\$ 155,000	\$ 0

Staff Time	\$ 50,000	\$ 39,354
Mitigation	\$ 298,000	\$ 298,100
Construction	<u>\$3,185,000</u>	<u>\$ 578,910</u>
Total	\$7,100,000	\$4,277,537

RESOLUTION NO. 21-1018

A RESOLUTION AUTHORIZING THE BROUGHAM DRIVE REGIONAL DETENTION BASIN PROJECT, PN 2-C-002-16, AND REPEALING RESOLUTION NO. 18-1068.

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

SECTION ONE: Pursuant to Charter Ordinance No. 74, the Governing Body hereby authorizes the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16 (the "Project"). Such Project includes construction of an earthen embankment and reinforced concrete box culverts on Coffee Creek along the future Brougham Drive alignment south of 167th Street and the future Lindenwood Drive alignment south of 167th Street.

SECTION TWO: The cost of the Project shall not exceed \$7,100,000. Funds to pay for the Project shall come from the following sources:

General Obligation Bonds	\$1,000,000
Stormwater Fund	1,057,440
Johnson County CIP	375,000
Johnson County SMAC	<u>4,667,560</u>
TOTAL	\$7,100,000

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

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

SECTION FIVE: Resolution No. 18-1068 is hereby repealed.

SECTION SIX: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 2nd day of March, 2021.

SIGNED by the Mayor this 2nd day of March, 2021.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Infrastructure (Engineering)

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Agreement with Johnson County for funding the construction of the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16.

ITEM DESCRIPTION:

Consideration of an Agreement with Johnson County for construction of the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16.

SUMMARY:

On July 16, 2019, City Council awarded a contract to O'Donnell and Sons Const. Co. in the amount of \$3,057,555.55 for construction of the Brougham Drive Regional Detention Basin Project. This project is in place to meet the stormwater detention needs of developments within the Coffee Creek watershed, to reduce the risk of flooding of four (4) homes identified within the 100-year floodplain, and to reduce the risk of street flooding on Black Bob Road. The project includes construction of an earthen embankment and reinforced concrete box culverts on Coffee Creek along the future Brougham Drive alignment south of 167th Street and the future Lindenwood Drive alignment south of 167th Street.

This project was chosen to be funded by Johnson County's Stormwater Management Advisory Council (SMAC) program in the amount of \$4,667,560 for the design and construction of the project. In order to accept this funding, the City must approve an Agreement with Johnson County.

Construction is scheduled to begin in Spring 2021, with an estimated completion of construction by Fall 2021.

FINANCIAL IMPACT:

Funding for the Brougham Drive Regional Detention Basin Project includes:

GO Bonds	\$1,000,000
Stormwater Fund	\$1,057,440
Johnson County PW	\$ 375,000
<u>Johnson County SMAC</u>	<u>\$4,667,560</u>
Total	\$7,100,000

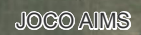
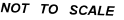
ACTION NEEDED:

Approval of an Agreement with Johnson County for construction of the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16.

ATTACHMENT(S):

MEETING DATE: 3/2/2021

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





Project Fact Sheet
Brougham Drive Regional Detention
Basin Project
2-C-002-16
March 2, 2021

Attachment B

Project Manager: Beth Wright / Matt Kapfer

Description: This project will include survey, design and construction of two (2) regional detention basins, located on Coffee Creek along the future alignments of Brougham Drive and Lindenwood Drive.

Justification: This project will meet the stormwater detention needs of developments within the Coffee Creek watershed, reduce the risk of flooding of four (4) homes identified within the 100-year floodplain, and reduce the risk of street flooding on Black Bob Road.

Schedule:	Item	Date
Design:	Land Acquisition	02/28/2020
	Final Design	06/05/2020
	Land Acquisition	12/04/2020
Construction:	Contract Award	07/16/2019
	Completion	10/31/2021 – Estimate
Council Actions:	Date	Amount
Project Authorization	02/21/2017	\$5,200,000
Design Contract Approval	03/21/2017	\$ 440,648
SMAC Agreement (Design)	06/06/2017	\$ 330,486
Real Estate Agreements	12/19/2017	\$ 959,702
Project Authorization	08/07/2018	\$6,200,000
Real Estate Agreements	08/07/2018	\$1,230,000
Real Estate Agreement	11/20/2018	\$ 205,000
Construction Contract	07/16/2019	\$3,057,556
JoCo PW Agreement	12/03/2019	\$ 375,000
Mitigation Credit Agreement	04/07/2020	\$ 298,100
Project Authorization	03/02/2021	\$7,100,000
SMAC Agreement (Construction)	03/02/2021	\$4,667,560
Supplemental Agreement (Construction Inspection)		
Funding Sources:	Amount	CIP Year
GO Bonds	\$1,000,000	2022
Stormwater Fund	\$1,057,440	2018 and 2021
Johnson County PW	\$ 375,000	2021
Johnson County SMAC	\$4,667,560	2021
Expenditures:	Budget	Amount to Date
Design	\$ 709,000	\$ 658,764
Land Acquisition	\$2,703,000	\$2,702,409
Inspection	\$ 155,000	\$ 0

Staff Time	\$ 50,000	\$ 39,354
Mitigation	\$ 298,000	\$ 298,100
Construction	<u>\$3,185,000</u>	<u>\$ 578,910</u>
Total	\$7,100,000	\$4,277,537

**Agreement between
Johnson County and the City of Olathe
For Construction of a Stormwater Management Project known as
167th Terrace and Black Bob Stormwater Improvements
BR-09-001**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Olathe (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No. 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No. 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. The County has established a Five-Year Master Plan consisting of a list of proposed stormwater management projects that meet the established criteria for funding from the Stormwater Management and Flood Control Fund. The County, upon the recommendation of the Stormwater Management Advisory Council, has selected certain projects from the Five Year Master Plan to be included in the County's Project Priority List which contemplates the timely design and construction of those selected projects.
5. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the construction of the stormwater management project identified as 167th Terrace and Black Bob Stormwater Improvements (the "Project"), which Project is on the County's Project Priority List, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

- **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Project shall be undertaken, constructed, and administered in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
- **Estimated Project Cost.** The parties acknowledge and agree that this agreement obligates the parties to proceed with the construction phase of the Project. For budget and accounting purposes, the total project cost including the design engineering, estimated construction engineering and construction costs of the construction phase of the Project is Five Million Six Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars (\$5,633,333) based upon engineering and design assumptions which the construction contract bid prices and construction inspection contract prices may or may not confirm.
- **Option to Terminate.** Upon receiving construction bids for the Project, the City shall determine the total engineering and construction costs for the construction phase of the Project based upon contract bid amounts. Within seven days of the construction contract bid date, the City shall notify the County, in writing, of the total engineering and construction costs for the construction phase of the Project. In the event total estimated construction engineering and construction costs for the construction phase of the Project exceed the Stormwater Management Program's estimated construction phase cost of the Project, the City and the County each shall have the option of terminating this agreement as set forth in this Paragraph.

The City agrees to notify the County whether it desires to terminate this agreement within thirty days following the bid date of the contract. Within thirty days after the City gives its notice of intent to terminate this agreement to the County, the County may, at its option, elect to contribute additional funds to the Project in an amount sufficient to cover any and all additional expenditures over and above the design and estimated construction cost of Five Million Six Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars (\$5,633,333) in which event this agreement shall not terminate but shall continue in full force and effect except that the County's obligation for Project costs shall be increased accordingly.

Should the total engineering and construction costs for the construction phase of the Project exceed the amount of this agreement, the County agrees to either:

- a. Notify the City of the County's intent to terminate this agreement and re-prioritize the Project within thirty days of the receipt of the notification of total engineering and construction costs for the construction phase of the Project, or;
- b. Authorize the City to proceed with the construction of the Project.

Within thirty days after the County gives its notice of intent to terminate this agreement to the City, the City may, at its option, elect to contribute additional funds to the Project in an amount sufficient to cover any and all additional expenditures over and above the amount of this agreement in which event this agreement shall not terminate but shall continue in full force and effect except that the City's obligation for the Project costs shall be increased accordingly.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project costs and the County's share of such costs whereupon the County shall reimburse the City subject to the limitations set forth in the Policy and Procedures and in this agreement.

Upon the termination of this agreement as provided in this Paragraph, the Project shall be re-prioritized according to the Policy and Procedures.

- **Project Construction.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project according to the Final Plans and Specifications ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations.
- **Administration of Project.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all construction and other contracts for the Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall be responsible for requiring adequate performance and payment bonds for the Project from the Project Contractor. The City shall discharge and satisfy any mechanic's or materialman's lien that encumbers the Project and the costs thereof shall not be considered a reimbursable cost under this agreement. Notwithstanding the foregoing, costs and expenses, including reasonable attorneys' fees, incurred by the City to enforce a contract of indemnity under a performance or payment bond shall be reimbursable, subject to any limitations on reimbursement set forth in the Policy and Procedures or this agreement.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

The City shall submit to the Finance Director, upon execution of this agreement, a monthly projection of cash flow expenditures for the Project, in substantially the form set out in Exhibit B attached hereto.

- **County Contribution Toward Project Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Project as follows:

Not more than once each calendar month, the City shall submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County Stormwater Engineer detailing total Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County Stormwater Engineer may require the City to supplement the Payment Request as needed to satisfy the County Stormwater Engineer, at his discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

The County agrees to make payment to the City within thirty days following the County Stormwater Engineer's approval and acceptance of a properly documented Payment Request in an amount equal to seventy-five percent (75%) of the Payment Request.

Within sixty days from the date of the completion of the Project, the City shall provide the County with a final accounting of Project costs and the County's share of such costs, whereupon the County shall make a final reimbursement to the City as provided in this agreement. For purposes of this agreement, the Project shall be deemed complete on the earliest date upon which any of the following events occur:

- a. The City notifies the County that the Project is complete, subject to usual and customary "punch list" items.
 - b. The Project architect or construction engineer issues to the City a certificate of substantial completion for the Project.
 - c. The date the County Stormwater Engineer certifies, in good faith, that the Project is substantially complete following an inspection of the Project by the County Stormwater Engineer who shall be accompanied by a City representative.
- **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City shall, and hereby agrees to, insert as a special provision of its contract with the Project Contractor chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

- ***Only if the City has proposed a Project design that contemplates a deviation from the American Public Works Association (APWA) specifications contained in Section 5600 Storm Drainage Systems and Facilities, shall the following provisions apply:***

- a. The City represents that it has determined that APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated Project benefit.
- b. The City represents that, based upon its own analysis, the APWA Section 5600 specifications set forth on the attached Exhibit _____ are not feasible, are impractical, or cannot be met without an expenditure of funds that significantly exceeds the anticipated Project benefit.
- c. The City acknowledges and agrees that the costs of "flood proofing" any structure within the Project area shall not be a reimbursable expense under the Stormwater Management Program but shall be borne solely by the City. "Flood proofing," for purposes of this section, means any method by which a structure's windows, doors, or other openings are covered or sealed in an effort to prevent flood water entering the structure through such openings.
- d. The City acknowledges that it has, in its sole and absolute discretion, determined to deviate from APWA Section 5600 specifications by approving a Project design that may result in seven inches or more of water flooding over a street or roadway during a 100 year storm event. The City hereby represents that:
- e. The City has concluded that the relevant APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated benefit.
- f. The City agrees to and shall develop an emergency plan to protect life and property at the anticipated flooded crossing point during a 100-year storm or other high-water event.
- g. The City represents that it has endeavored to advise its citizens in and near the Project area of the City's proposed deviation from APWA Section 5600 specifications and its alternative plans to protect life and property at the flooded crossing point during a 100 year storm or other high-water event.

- h. The City agrees to and shall take appropriate measures to protect the public at low-water crossings, which are allowed to exist as part of the City's Project.
- i. The City acknowledges that it is deviating from the APWA Section 5600 specifications upon its discretion based upon its own investigation, analysis, and risk assessment and without reliance upon SMAC or the Board of County Commissioners, or their respective employees or agents. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act the City expressly agrees to and shall hold SMAC and the Board of County Commissioners, and their respective employees and agents, harmless from any property loss, property damage, personal injury, or death arising out of the construction of the Project.

The City also agrees that notwithstanding any assistance, advice, technical consulting, or engineering services provided by SMAC or the Board of County Commissioners, or the failure to provide any such assistance, advice, technical consulting, or engineering services, the City shall bear the sole and absolute responsibility for the Project's design, construction, maintenance, and repair.

- **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

If to the County:

Mr. Kent Lage, P.E.
Urban Services Manager
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City:

Rob Beilfuss
Stormwater Manager
City of Olathe
1385 S. Robinson
Olathe, KS 66061

In addition, any notice required or permitted by this agreement may be sent by telecopier or hand delivered and shall be deemed properly given upon actual receipt by the addressee.

- **Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

**Board of County Commissioners Of
Johnson County, Kansas**

City of Olathe

Ed Eilert, Chairman

John Bacon, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Robert A. Ford
Assistant County Counselor

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Infrastructure (Engineering)

STAFF CONTACT: Mary Jaeger / Beth Wright

SUBJECT: Agreement with Johnson County for funding the design of the Stagecoach and Sleepy Hollow Stormwater Improvements Project, PN 2-C-011-20.

ITEM DESCRIPTION: Consideration of an Agreement with Johnson County for design of the Stagecoach and Sleepy Hollow Stormwater Improvements Project, PN 2-C-011-20.

SUMMARY:

On February 2, 2021, City Council approved a Professional Services Agreement with Affinis Corp., for design services for the Stagecoach and Sleepy Hollow Stormwater Improvements Project. This project is in place to address street and structure flooding in the vicinity of Stagecoach Drive and Sleepy Hollow Drive and will include replacing corrugated metal pipe (CMP) along the main trunkline with larger concrete or plastic pipe, adding additional stormwater inlets, and upsizing existing inlets in the project area.

This project was chosen to be funded by Johnson County's Stormwater Management Advisory Council (SMAC) program in the amount of \$227,752.50 (75% of \$303,670) for design of the project. In order to accept this funding, the City must approve an Agreement with Johnson County. The SMAC program will also participate in funding 75% of eligible construction costs, which will be brought before City Council as a future Agreement.

This is the third of six identified neighborhood flood control projects located outside the FEMA regulated floodplain.

The project is scheduled to begin design in Spring 2021, with construction tentatively scheduled to begin in Summer 2022.

FINANCIAL IMPACT:

Funding for the Stagecoach and Sleepy Hollow Stormwater Improvements Project includes:

JoCo SMAC Funding	\$ 1,447,500
Olathe Stormwater Fund	\$ 287,500
<u>Revenue Bonds</u>	<u>\$ 1,000,000</u>
Total	\$ 2,735,000

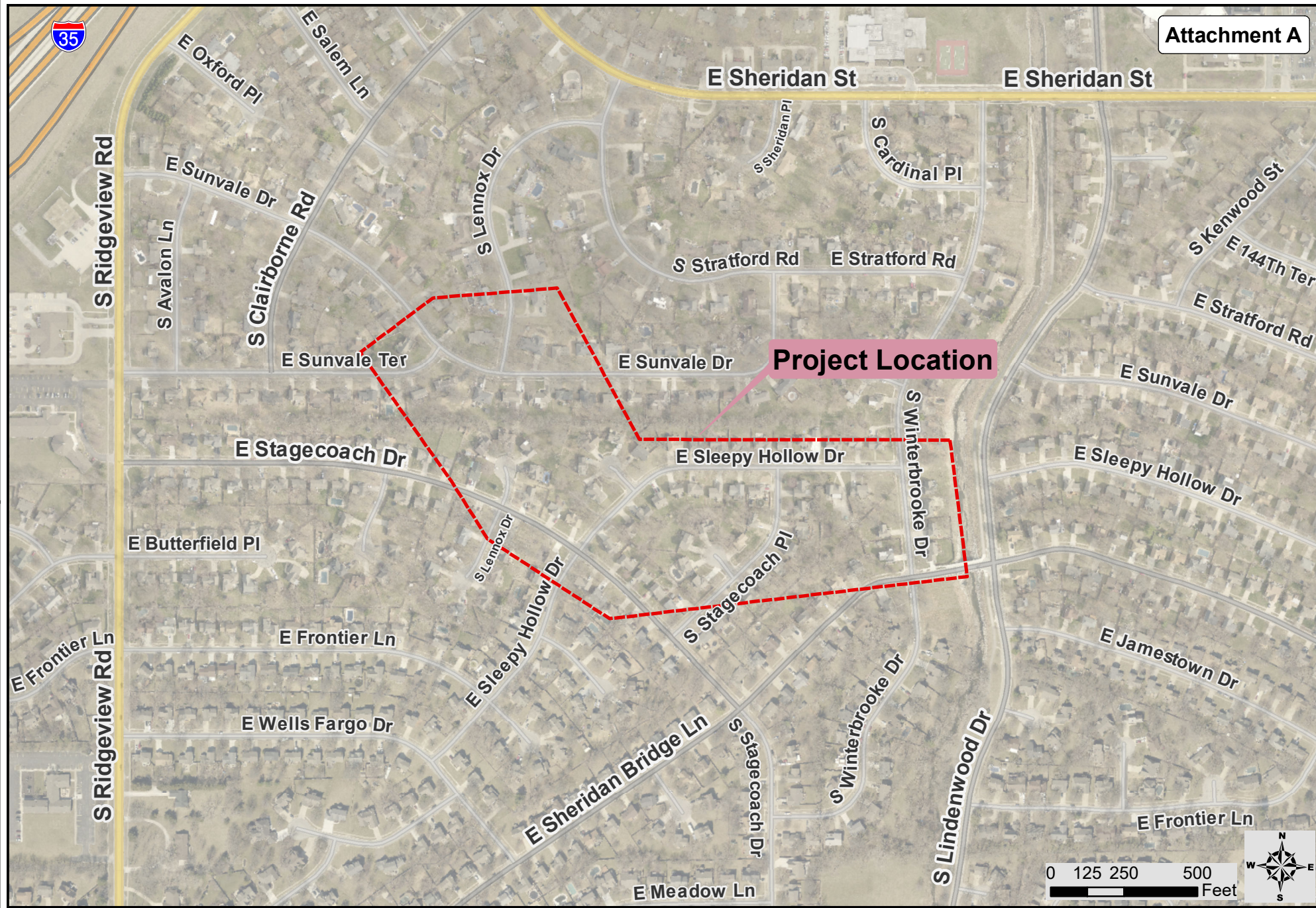
ACTION NEEDED:

MEETING DATE: 3/2/2021

Approval of an Agreement with Johnson County for design of the Stagecoach and Sleepy Hollow Stormwater Improvements Project, PN 2-C-011-20.

ATTACHMENT(S):

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



Stagecoach and Sleepy Hollow Drive Stormwater Improvements
PN 2-C-011-20
Project Location Map



User: jaredmd
 Date: 1/26/2021





Project Fact Sheet
Stagecoach and Sleepy Hollow
Stormwater Improvements Project
2-C-011-20
March 2, 2021

Attachment B

Project Manager: Beth Wright / Matthew Kapfer

Description: The project includes replacement of corrugated metal pipe (CMP) along the main trunkline with larger diameter concrete or plastic pipe, adding additional stormwater inlets, and upsizing existing inlets in the project area.

Justification: The project will reduce the risk of flooding for five (5) homes and street flooding in the vicinity of Stagecoach Drive and Sleepy Hollow Drive.

Comments: This project will receive reimbursement from Johnson County SMAC Program funds to provide for 75% of design and construction costs up to a maximum of \$1,447,500.

Schedule:	Item	Date
Design:	RFQ	11/2/2020
	Consultant Selection	12/18/2020
Land Acquisition (Easements):		Summer 2021 – Estimate
Utility Relocation:		Fall 2021 – Estimate
Construction:	Bid Award	Summer 2022 – Estimate
	Completion	Fall 2022 – Estimate
Council Actions:	Date	Amount
Approved in CIP	2021-2025	\$2,735,000
Professional Service Agreement	2/2/2021	\$303,670
Agreement (SMAC - Design)	3/2/2021	\$227,753
Accept Bid/Award Contract		
Agreement (SMAC - Construction)		
Funding Sources:	Amount	CIP Year
SMAC Funds	\$1,447,500	2021-2022
Stormwater Funds	\$ 287,500	2021
Revenue Bonds	\$1,000,000	2022
Expenditures:	Budget	Amount to Date
Design	\$ 305,000	\$0
Land Acquisition	\$ 125,000	\$0
Staff	\$ 65,000	\$0
Inspection	\$ 50,000	\$0
Utilities	\$ 100,000	\$0
Construction	\$1,660,000	\$0
<u>Contingency</u>	<u>\$ 430,000</u>	<u>\$0</u>
Total	\$2,735,000	\$0

**Agreement between
Johnson County and the City of Olathe
For Design of a Stormwater Management Project known as
Stage Coach and Sleepy Hollow Drive Stormwater Improvements
IC-09-057**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Olathe (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No. 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No. 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. The County has established a Five-Year Master Plan consisting of a list of proposed stormwater management projects that meet the established criteria for funding from the Stormwater Management and Flood Control Fund. The County, upon the recommendation of the Stormwater Management Advisory Council, has selected certain projects from the Five Year Master Plan to be included in the County's Project Priority List which contemplates the timely design and construction of those selected projects.
5. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the design of the stormwater management project identified as Stage Coach and Sleepy Hollow Drive Stormwater Improvements (the "Project Design"), which Project is on the County's Project Priority List, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Project Design shall be undertaken, designed, and administered in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
2. **Design Costs.** The parties acknowledge and agree that this agreement only obligates the parties to proceed with design of the Project. For budget and accounting purposes, the estimated cost of the Project Design is Three Hundred Three Thousand Six Hundred Seventy Dollars (\$303,670).
3. **Engineering and Design Services.** The City shall be responsible for the selection of qualified engineering professionals to provide engineering services for the design of the Project. The City may provide engineering services, in whole or in part, for the Project Design utilizing qualified City personnel. The City agrees to provide to the County for review the identity and the qualifications of engineering professionals and City personnel under consideration by the City prior to entering into any binding contract for engineering services and prior to permitting any City personnel to perform engineering services relating to the Project Design. The County shall have the right, but not the obligation, to comment upon the qualifications or suitability of the engineering professionals and City personnel. Upon the request of the County Engineer, the City agrees to provide additional information or clarification, if available, regarding the qualifications of the engineering professionals or City personnel.

It shall be the City's duty and obligation to select only qualified engineering professionals and to permit only qualified City personnel to perform Project Design related services. The parties agree that the County has no obligation to comment upon, evaluate, or object to the qualifications of any engineering professional or City personnel and the County's failure to do so shall not be deemed an approval of the engineering professional or the City personnel.

In the event the County Engineer determines that the City's selection of an engineering professional or City personnel is not in the best interests of the Project, the County Engineer may request the City to reconsider its selection. Upon such request, the City shall either select a different engineering professional or City personnel, as the case may be, or shall seek a reconsideration by the County Engineer. In the event the City and the County cannot agree upon the selection, either party may terminate this agreement upon fifteen days notice to the other, and from and after the date of such termination, neither party shall have any further duties or obligations under this agreement.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project Design costs and the County's share of such costs whereupon the County shall reimburse the City as provided in this agreement subject to any limitations on reimbursement set forth in the Policy and Procedures and this agreement.

4. **Estimated Project Cost.** The parties acknowledge and agree that the County Stormwater Management Program has established an estimated total design cost of the Project of Three Hundred Three Thousand Six Hundred Seventy Dollars (\$303,670) based upon engineering and design assumptions that the Preliminary Study may or may not confirm. The parties shall, upon the completion of the Preliminary Study, analyze and consider the proposed scope and conceptual design of the Project as set forth in the Preliminary Study. If the parties cannot agree upon the scope or conceptual design of the Project, then either party may terminate this agreement upon fifteen days notice to the other. Upon such termination, the City shall be reimbursed by the County for costs and expenses incurred in connection with the Preliminary Study subject to the limitations set forth in the Policy and Procedures and in this agreement.
5. **Option to Terminate.** In the event the Preliminary Study reveals that the estimated cost of Project Design exceeds either City or County expectations, the City and the County each shall have the option of terminating this agreement as set forth in this Paragraph.

The City agrees to notify the County whether it desires to terminate this agreement within thirty days following the delivery of the Preliminary Study to the County. Within thirty days after the City gives its notice of intent to terminate this agreement to the County, the County may, at its option, elect to contribute a higher percentage of the estimated Project Design costs sufficient to allow the Project Design to continue, in which event this agreement shall not terminate but shall continue in full force and effect except that the County's obligation for Project Design costs shall be increased accordingly.

Within forty-five days after the date the Preliminary Study is received by the County, the County agrees to either:

- a. Notify the City of the County's intent to terminate this agreement and re-prioritize the Project, or;
- b. Authorize the City to proceed with the preparation of the "Preliminary Project Plans and Specifications" (as defined in this agreement).

Within thirty days after the County gives its notice of intent to terminate this agreement to the City, the City may, at its option, elect to contribute a higher percentage of the estimated Project Design sufficient to allow the Project Design to continue, in which event this agreement shall not terminate but shall continue in full force and effect except that the City's obligation for Project costs shall be increased accordingly. If the City does not elect to participate in a higher percentage of the estimated Project Design costs, this agreement shall automatically terminate on the thirty-first day following the date on which the County gave its notice of intent to terminate this agreement.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project Design costs and the County's share of such costs whereupon the County shall reimburse the City subject to the limitations set forth in the Policy and Procedures and in this agreement.

Upon the termination of this agreement as provided in this Paragraph, the Project shall be re-prioritized according to the Policy and Procedures.

6. **Notice to Affected Municipalities.** The City shall contact all upstream and downstream municipalities that possibly may be adversely affected by the Project and shall inform such municipalities of the nature and scope of the Project. The City shall notify the County of any objection to the Project that is received by the City from any upstream or downstream municipality. The City agrees that it shall provide the upstream and downstream municipalities with an opportunity to review and comment upon the Preliminary Study prior to submitting the Preliminary Study to the County. The City shall keep the municipalities informed during the design, planning, and construction phases of the Project.
7. **Project Plans and Specifications.** Within 180 days following the County's notice to proceed with the preparation of "Preliminary Plans and Specifications" (as defined below), the City shall provide the County with a copy of the preliminary plans and specifications for the Project which shall include, without limitation, all proposed and draft engineering and construction documents, plans, drawings, construction schedules, cost estimates, and bid and contract documents ("Preliminary Plans and Specifications"). The County may, at its option, provide written comments and suggestions to the City regarding the proposed Preliminary Plans and Specifications and shall do so, if at all, within forty-five days from the date of receipt by the County of the Preliminary Plans and Specifications. Any comment, suggestion, approval, or disapproval by the County with respect to the Preliminary Plans and Specifications, or any portion thereof, shall be for the sole benefit of the City for its use and consideration in preparing its "Final Plans and Specifications" for the Project which shall include, without limitation, all final engineering and construction documents, plans, drawings, construction schedules, cost estimates, and bid and contract documents. It is expressly understood and agreed that the County's approval or disapproval of the Preliminary or Final Plans and Specifications shall not be considered, nor argued by the City

in any court or proceeding, as a representation or warranty that the Plans and Specifications comply with or meet engineering or design principles or criteria or any applicable law.

The City shall submit its Final Plans and Specifications to the County for review within 60 days from the expiration of the forty-five day Preliminary Plans and Specifications review period. It is acknowledged and agreed by the parties that the County's role, and the purpose of the County's review, is to satisfy itself, to the extent practical, that the Project, as designed, is likely to meet the stormwater control desired and contemplated by Stormwater Management Program. As part of the County's review of the Preliminary and Final Plans and Specifications provided for in this agreement, the City agrees to and shall submit to the County for review a copy of the proposed construction contract or contracts for the Project.

In the event the City and the County cannot agree upon the Preliminary or the Final Plans and Specifications, either party may terminate this agreement upon fifteen days notice to the other and from and after the date of such termination neither party shall have any further duties or obligations under this agreement. In the event of such termination, the City shall be entitled to reimbursement for actual costs and expenses incurred in the preparation of the Preliminary Study and the Preliminary and Final Plans and Specifications, subject to any limitations on reimbursement contained in the Policy and Procedures or this agreement.

8. **Administration of Project.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Project Design in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Project Design. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from engineering service providers for loss or damage to life or property arising out of the engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

9. **County Contribution Toward Project Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Project Design as follows:

Not more than once each calendar month, the City shall submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County Engineer detailing total Project Design costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County Engineer may require the City to supplement the Payment Request as needed to satisfy the County Engineer, at his discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

The County agrees to make payment to the City within thirty days following the County Engineer's approval and acceptance of a properly documented Payment Request in an amount equal to seventy-five percent (75%) of the Payment Request.

10. **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

11. ***Only if the City has proposed a Project design that contemplates a deviation from the American Public Works Association (APWA) specifications contained in Section 5600 Storm Drainage Systems and Facilities, shall the following provisions apply:***

- a. The City represents that it has determined that APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated Project benefit.
- b. The City represents that, based upon its own analysis, the APWA Section 5600 specifications set forth on the attached Exhibit _____ are not feasible, are impractical, or cannot be met without an expenditure of funds that significantly exceeds the anticipated Project benefit.
- c. The City acknowledges and agrees that the costs of "flood proofing" any structure within the Project area shall not be a reimbursable expense under the Stormwater Management Program but shall be borne solely by the City. "Flood proofing," for purposes of this section, means any method by which a structure's windows, doors, or other openings are covered or

sealed in an effort to prevent flood water entering the structure through such openings.

- d. The City acknowledges that it has, in its sole and absolute discretion, determined to deviate from APWA Section 5600 specifications by approving a Project design that may result in seven inches or more of water flooding over a street or roadway during a 100 year storm event. The City hereby represents that:
- e. The City has concluded that the relevant APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated benefit.
- f. The City agrees to and shall develop an emergency plan to protect life and property at the anticipated flooded crossing point during a 100-year storm or other high-water event.
- g. The City represents that it has endeavored to advise its citizens in and near the Project area of the City's proposed deviation from APWA Section 5600 specifications and its alternative plans to protect life and property at the flooded crossing point during a 100 year storm or other high-water event.
- h. The City agrees to and shall take appropriate measures to protect the public at low-water crossings, which are allowed to exist as part of the City's Project.
- i. The City acknowledges that it is deviating from the APWA Section 5600 specifications upon its discretion based upon its own investigation, analysis, and risk assessment and without reliance upon SMAC or the Board of County Commissioners, or their respective employees or agents. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act the City expressly agrees to and shall hold SMAC and the Board of County Commissioners, and their respective employees and agents, harmless from any property loss, property damage, personal injury, or death arising out of the construction of the Project.

The City also agrees that notwithstanding any assistance, advice, technical consulting, or engineering services provided by SMAC or the Board of County Commissioners, or the failure to provide any such assistance, advice, technical consulting, or engineering

services, the City shall bear the sole and absolute responsibility for the Project's design, construction, maintenance, and repair.

12. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

If to the County:

Mr. Kent Lage, P.E.
Urban Services Manager
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City:

Rob Beilfuss
Stormwater Manager
City of Olathe
1385 S. Robinson
Olathe, KS 66061

In addition, any notice required or permitted by this agreement may be sent by telecopier or hand delivered and shall be deemed properly given upon actual receipt by the addressee.

13. **Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

**Board of County Commissioners of
Johnson County, Kansas**

City of Olathe

Ed Eilert, Chairman

John Bacon, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Robert A. Ford
Assistant County Counselor

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Quality of Life

STAFF CONTACT: Mike Sirna/Dianna Wright

SUBJECT: Acceptance of proposal and award of contract to CXT, Inc. for a prefabricated - modular restroom building for Parks and Recreation.

ITEM DESCRIPTION:

Acceptance of proposal and award of contract to CXT, Inc. for a prefabricated - modular restroom building for Parks and Recreation.

SUMMARY:

The restroom building will replace the existing restroom at Fairview Park to offer modern conveniences to park patrons utilizing the picnic shelter, basketball courts and playground.

This proposal will be utilizing a national cooperative contract through Sourcewell (Contract#030117-CXT).

Staff recommends award of contract to CXT, Inc for a portable restroom building.

FINANCIAL IMPACT:

\$77,685.00 to be funded with Park Excise Tax

ACTION NEEDED:

Award of contract to CXT, Inc.

ATTACHMENT(S):

A. Quote

Quote #: **REDW8009Z5-1**

, Inc. an L.B. Foster Company

Mailing Address:

CXT Incorporated, an LBFoster Co.
606 N. Pines Road, Suite 202
Spokane Valley, WA 99206

Phone: (800) 696-5766**Date:** 02/10/2021**To:** **City of Olathe**

100 E Santa Fe St
Olathe, KS 66061-3409

Attention: Paul Hecker**Phone:** (913) 971-8618**Re:** KS City of Olathe-Ozark II

Our quotation for the Ozark II Flush Building building is as follows:

Per Building

Ozark II double flush toilet building with standard simulated cedar shake roof (java brown) and split face block (oatmeal buff) wall texture, 2K anit-graffiti coating, two tone color scheme, paint touch up kit-two tone color, three 16-guage galvanized steel doors and frames, pull handle/push plate w/slide lock door opener, vitreous china plumbing fixtures (2-lavatories, 2-water closets, 1-urinal), two electric hand dryers, two 3-roll toilet paper holders, one sanitary napkin disposal, two exhaust fans, three GFI outlets, three floor drains, two s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, exterior frostproof hose bib with box, motion controlled interior lights, photo cell controlled exterior lights, exterior mounted ADA drinking fountain and final plumbing and electrical connections. Kansas state engineered sealed drawings.

\$77,685.00

Includes; freight/delivery to: 400 N. Walnut Street, Olathe, KS 66061, crane, off-loading and setting of the building on customer's prepared accessible site.

Sourcewell Contract #030117-CXT

Freight

\$77,685.00

FOB: Freight FOB Plant Prepaid and Add.**Terms:** Net 30 with Credit Approval.

Notes: Sales tax not included
Number of Units: 1

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

By _____

Richard Edwards
redwards@lbfoster.com

Accepted this _____ day of _____ 20____

By: _____ (Customer Name)

_____ (Signed)

CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2. Payment Terms

Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.

3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1 1/2% of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer

- A. Stake exact location building is to be set, including orientation.
- B. Provide clear and level site, free of overhead and/or underground obstructions.
- C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
- D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
- E. Customer is responsible for all permits required.
- F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site

For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.

9. Installation

- A. **Full Install.** If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
- B. **Set-Only Install.** If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
- C. **Ship-Only.** If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of \$1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
- D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
- E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....

Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long.

Must have 14' height clearance to access site.

Tioga Special • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark I/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/Ozark II/Cheyenne/Montrose/Taos/Rainier/Pomonay Navajo/Malibu/Kodiak/Fontanay Diablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warrants all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Economy, Planning Division & Legal

STAFF CONTACT: Zachary Moore and Daniel Yoza

SUBJECT: ANX21-0001, Annexation of approximately 17.17 acres, Petitioners: Tom Vankiersbilck and Mike Dusselier

ITEM DESCRIPTION:

Consideration of Ordinance No. 21-08 (ANX21-0001) annexing approximately 17.17 acres, located south of 167th Street and east of Hedge Lane, into the corporate boundaries of the City of Olathe.

SUMMARY:

In accordance with K.S.A. 12-520(a)(7), Tom Vankiersbilck and Mike Dusselier (the "Petitioners") have submitted a petition for annexation of approximately 17.17 acres of land (Exhibit A) located south of 167th Street and east of Hedge Lane (ANX21-0001), which lies contiguous with the corporate boundaries of Olathe. The 17.17 acres of land is divided into two separate tracts. The first tract is 11.06 acres and is along the south side of 167th Street approximately 500 feet east of Hedge Lane. The second tract is 6.11 acres and is south of the existing FedEx Olathe facility, and is adjacent to the future alignment of Monticello Road. The applicant has not requested an Annexation Agreement, as no specific negotiations are required between the applicant and the City for the site.

Both properties to be annexed are within the City of Olathe Growth Area and are designated on the Future Land Use Map as Industrial Areas. As described in PlanOlathe, Industrial Areas are designed for more intensive industrial uses, including manufacturing, assembly, and distribution.

This annexation request was previously on the February 16th City Council agenda as a report item. The purpose for the annexation is the applicant will be seeking a change of zoning; however, annexation is required first.

FINANCIAL IMPACT:

Future development of the property will result in an increase in the City's real property tax collections.

ACTION NEEDED:

Approve Ordinance No. 21-08 (ANX21-0001) annexing approximately 17.17 acres into the corporate boundaries of the City of Olathe.

ATTACHMENT(S):

- A. Petition for Annexation
 - B. Map of Subject Property
 - C. Ordinance No. 21-08
-

PETITION FOR ANNEXATION

Attachment A

TO THE CITY COUNCIL OF THE CITY OF OLATHE, KANSAS:

Tom Vankeirsbilck and Mike Dusselier the

undersigned, respectfully state(s):

1. That we are the record owner(s) of the following described land located in Johnson County, Kansas:
See attached legal description and exhibit
2. That such land adjoins the City of Olathe, Kansas, as is shown on the map attached hereto and incorporated by reference herein.
3. That we respectfully request that such land be annexed and incorporated to the City of Olathe, Kansas, and do hereby consent to such annexation.

Tom Vankeirsbilck

Name

25950 W 199th Street

Address

Gardner, KS 66030

City, State Zip Code

913.915.7852

Phone Number

Mike Dusselier

Name

PO Box 482145

Address

Kansas City, MO 64148

City, State Zip Code

816.591.4141

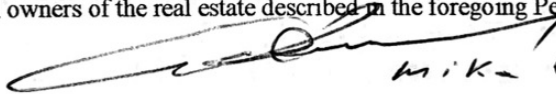
Phone Number

CERTIFICATION

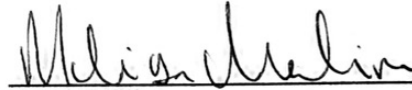
STATE OF Wyoming)
COUNTY OF Teton)

SS.

Tom Vankeirsbilck and Mike Dusselier hereby certify that we signed the foregoing Petition for Annexation as our free act and deed and certify that we are the legal owners of the real estate described in the foregoing Petition for Annexation.

 Mike Dusselier

Subscribed to and sworn to before me this 11th day of January, 2021


Notary Public

My Appointment expires: November 18th 2023

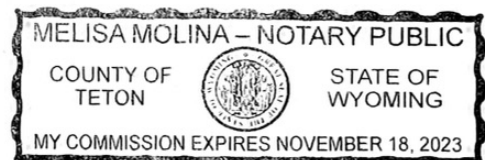


Exhibit A**Annexation Area 1:**

Part of the Northwest Quarter of Section 22, Township 14 South, Range 23 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 88°15'01" East, along the North line of said Northwest Quarter, a distance of 539.40 feet to the Point of Beginning; thence continuing along said North line, North 88°15'01" East a distance of 742.53 feet to the Northwest plat corner of VAN DUSS INDUSTRIAL PARK FIRST PLAT, a platted subdivision in the City of Olathe, Johnson County, Kansas; thence South 01°44'43" East, along the West line of said VAN DUSS INDUSTRIAL PARK FIRST PLAT, a distance of 724.33 feet; thence departing said West line, South 88°15'04" West a distance of 157.74 feet; thence North 66°16'14" West a distance of 151.30 feet; thence North 26°23'29" West a distance of 102.40 feet; thence South 88°56'13" West a distance of 279.80 feet; thence North 26°20'00" West a distance of 187.19 feet; thence North 79°57'33" West a distance of 174.36 feet; thence North 04°02'39" West a distance of 198.01 feet to a point on the Southeasterly line of a 66 foot wide easement to Southern Star Central Pipeline, Inc. recorded in Book 9393, Page 234, in the office of the Register of Deeds, Johnson County, Kansas; thence North 51°05'46" East, along said Southeasterly line, a distance of 164.11 feet to a point on the South right-of-way line of 167th Street, as it now exists; thence departing said South right-of-way line, North 01°44'59" West a distance of 60.00 feet to the Point of Beginning, containing 481,735 square feet, or 11.059 acres, more or less.

And also...

Annexation Area #2:

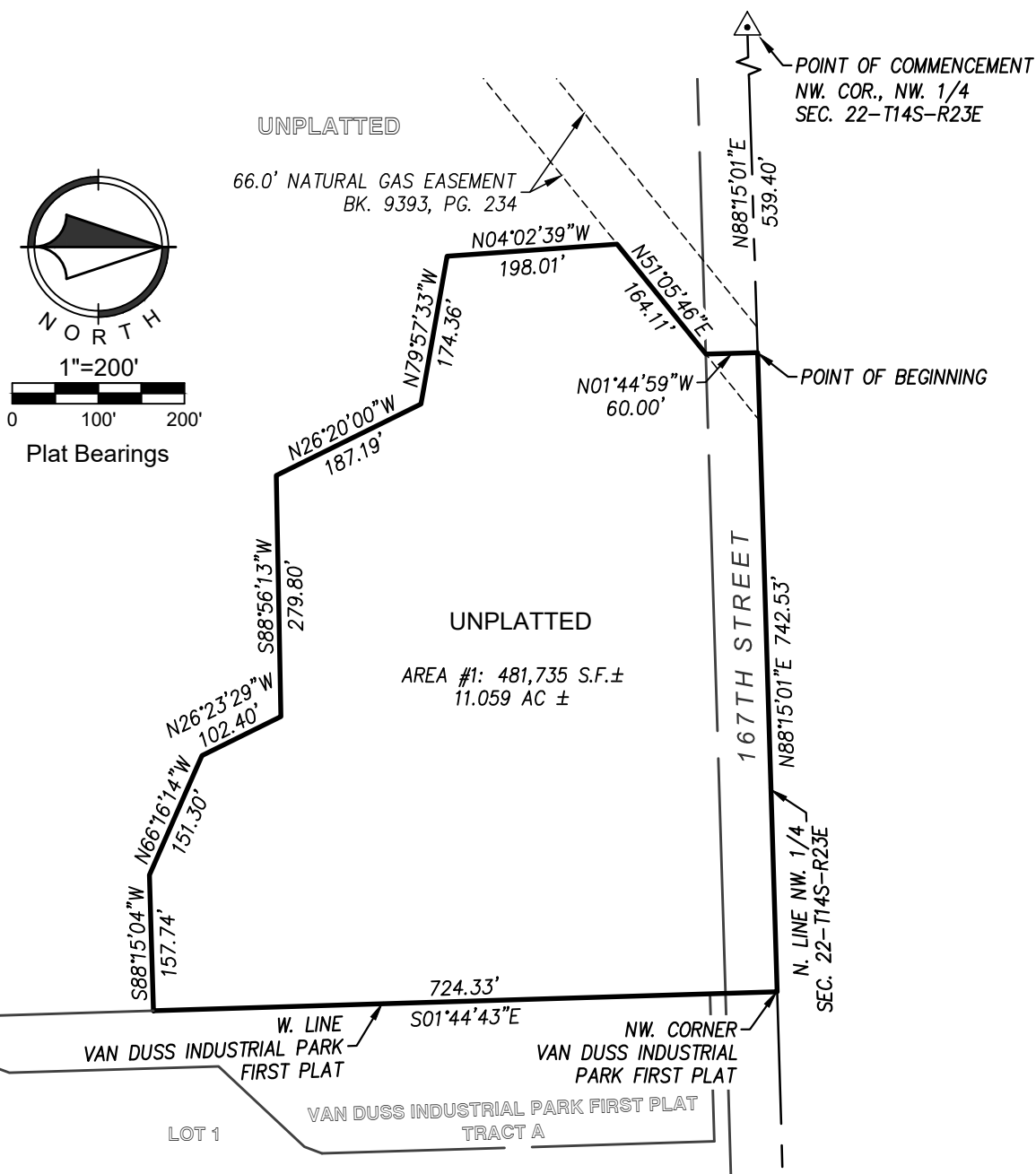
Part of the Northwest Quarter of Section 22, Township 14 South, Range 23 East, in Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence South 01°35'25" East, along the East line of said Northwest Quarter, a distance of 1336.13 feet to the Southeast plat corner of VAN DUSS INDUSTRIAL PARK FIRST PLAT, a platted subdivision in the City of Olathe, Johnson County, Kansas, and the Point of Beginning; thence continuing South 01°35'25" East, along said East line, a distance of 242.04 feet; thence departing said East line, South 88°11'35" West a distance of 1012.77 feet; thence North 54°23'37" West a distance of 131.73 feet; thence North 01°49'14" West a distance of 161.74 feet to a point on the South line of said VAN DUSS INDUSTRIAL PARK FIRST PLAT; thence North 88°10'46" East, along said South line, a distance of 1118.35 feet to the Point of Beginning, containing 266,236 square feet or 6.112 acres, more or less.



Annexation Area Exhibit

Exhibit A

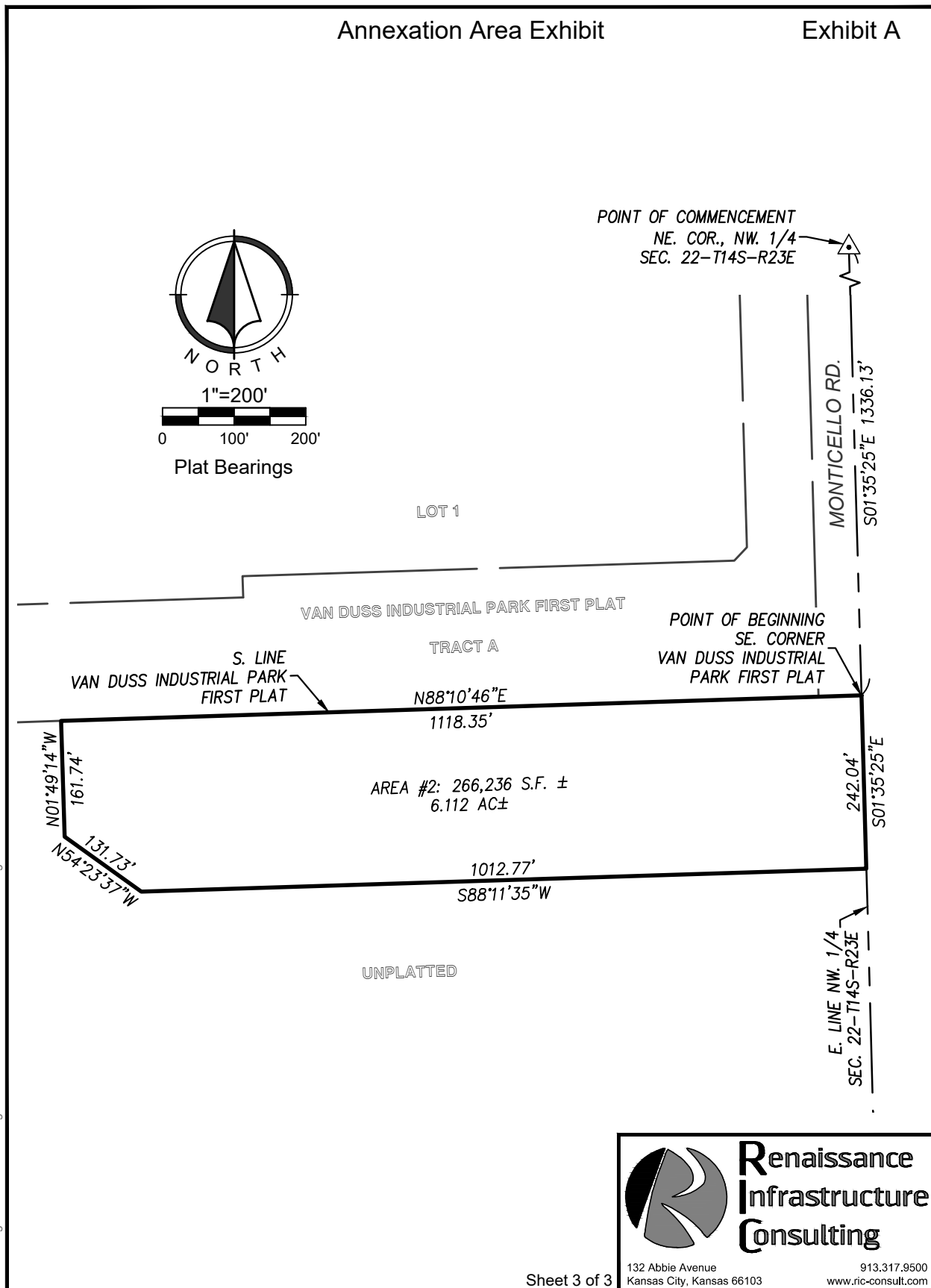


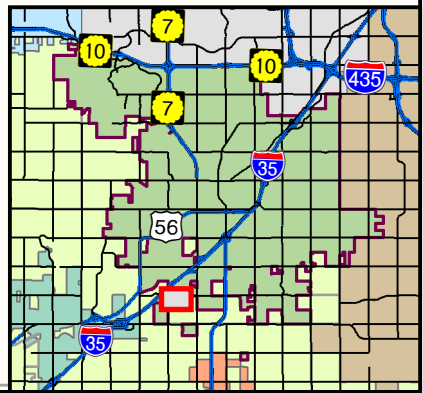
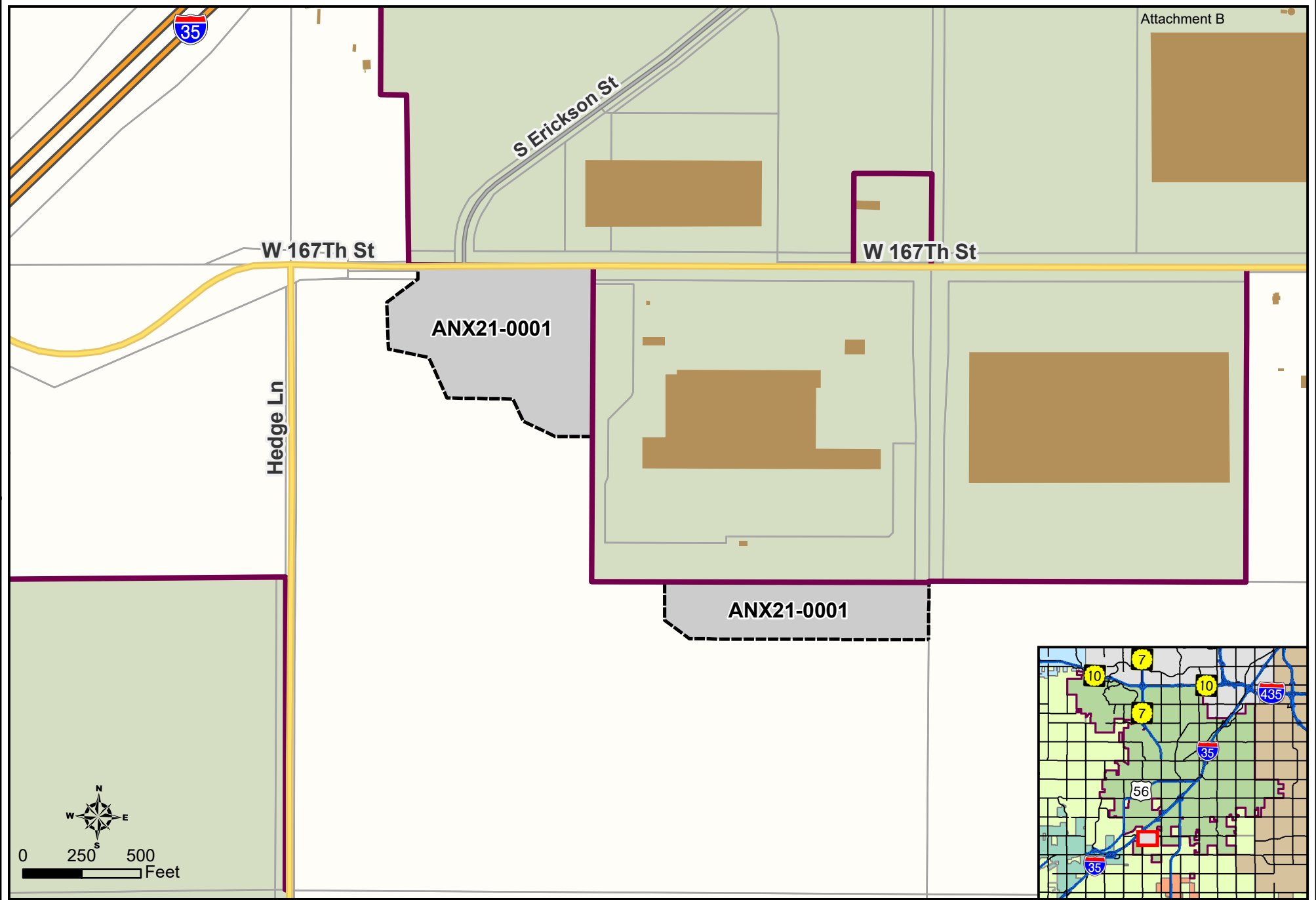
132 Abbie Avenue
Kansas City, Kansas 66103

913.317.9500
www.riic-consult.com

Annexation Area Exhibit

Exhibit A





FEDEX OLATHE
ANX21-0001

ORDINANCE NO. 21-08

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE CITY OF OLATHE, KANSAS, IN CONFORMITY WITH THE PROVISIONS OF K.S.A. 12-520(a)(7), AND AMENDMENTS THERETO.

WHEREAS, the City Council of the City of Olathe, Kansas, has received a petition from the owners of the following described real property requesting that such property be annexed to the City of Olathe, Kansas (ANX21-0001):

ANNEXATION AREA 1:

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88°15'01" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 539.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88°15'01" EAST A DISTANCE OF 742.53 FEET TO THE NORTHWEST PLAT CORNER OF VAN DUSS INDUSTRIAL PARK FIRST PLAT, A PLATTED SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS; THENCE SOUTH 01°44'43" EAST, ALONG THE WEST LINE OF SAID VAN DUSS INDUSTRIAL PARK FIRST PLAT, A DISTANCE OF 724.33 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 88°15'04" WEST A DISTANCE OF 157.74 FEET; THENCE NORTH 66°16'14" WEST A DISTANCE OF 151.30 FEET; THENCE NORTH 26°23'29" WEST A DISTANCE OF 102.40 FEET; THENCE SOUTH 88°56'13" WEST A DISTANCE OF 279.80 FEET; THENCE NORTH 26°20'00" WEST A DISTANCE OF 187.19 FEET; THENCE NORTH 79°57'33" WEST A DISTANCE OF 174.36 FEET; THENCE NORTH 04°02'39" WEST A DISTANCE OF 198.01 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A 66 FOOT WIDE EASEMENT TO SOUTHERN STAR CENTRAL PIPELINE, INC. RECORDED IN BOOK 9393, PAGE 234, IN THE OFFICE OF THE REGISTER OF DEEDS, JOHNSON COUNTY, KANSAS; THENCE NORTH 51°05'46" EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 164.11 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 167TH STREET, AS IT NOW EXISTS; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, NORTH 01°44'59" WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 481,735 SQUARE FEET, OR 11.059 ACRES, MORE OR LESS.

AND

ANNEXATION AREA #2:

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01°35'25" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1336.13 FEET TO THE SOUTHEAST PLAT CORNER OF VAN DUSS INDUSTRIAL PARK FIRST PLAT, A PLATTED SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, AND THE

POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°35'25" EAST, ALONG SAID EAST LINE, A DISTANCE OF 242.04 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88°11'35" WEST A DISTANCE OF 1012.77 FEET; THENCE NORTH 54°23'37" WEST A DISTANCE OF 131.73 FEET; THENCE NORTH 01°49'14" WEST A DISTANCE OF 161.74 FEET TO A POINT ON THE SOUTH LINE OF SAID VAN DUSS INDUSTRIAL PARK FIRST PLAT; THENCE NORTH 88°10'46" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1118.35 FEET TO THE POINT OF BEGINNING, CONTAINING 266,236 SQUARE FEET OR 6.112 ACRES, MORE OR LESS.

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

SECTION ONE: Pursuant to K.S.A. 12-520(a)(7), the City Council of the City of Olathe, Kansas, deems it advisable to annex the following land, to-wit:

ANNEXATION AREA 1:

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88°15'01" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 539.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88°15'01" EAST A DISTANCE OF 742.53 FEET TO THE NORTHWEST PLAT CORNER OF VAN DUSS INDUSTRIAL PARK FIRST PLAT, A PLATTED SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS; THENCE SOUTH 01°44'43" EAST, ALONG THE WEST LINE OF SAID VAN DUSS INDUSTRIAL PARK FIRST PLAT, A DISTANCE OF 724.33 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 88°15'04" WEST A DISTANCE OF 157.74 FEET; THENCE NORTH 66°16'14" WEST A DISTANCE OF 151.30 FEET; THENCE NORTH 26°23'29" WEST A DISTANCE OF 102.40 FEET; THENCE SOUTH 88°56'13" WEST A DISTANCE OF 279.80 FEET; THENCE NORTH 26°20'00" WEST A DISTANCE OF 187.19 FEET; THENCE NORTH 79°57'33" WEST A DISTANCE OF 174.36 FEET; THENCE NORTH 04°02'39" WEST A DISTANCE OF 198.01 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A 66 FOOT WIDE EASEMENT TO SOUTHERN STAR CENTRAL PIPELINE, INC. RECORDED IN BOOK 9393, PAGE 234, IN THE OFFICE OF THE REGISTER OF DEEDS, JOHNSON COUNTY, KANSAS; THENCE NORTH 51°05'46" EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 164.11 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 167TH STREET, AS IT NOW EXISTS; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, NORTH 01°44'59" WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 481,735 SQUARE FEET, OR 11.059 ACRES, MORE OR LESS.

AND

ANNEXATION AREA #2:

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 01°35'25" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1336.13 FEET TO THE SOUTHEAST PLAT CORNER OF VAN DUSS INDUSTRIAL PARK FIRST PLAT, A PLATTED SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°35'25" EAST, ALONG SAID EAST LINE, A DISTANCE OF 242.04 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88°11'35" WEST A DISTANCE OF 1012.77 FEET; THENCE NORTH 54°23'37" WEST A DISTANCE OF 131.73 FEET; THENCE NORTH 01°49'14" WEST A DISTANCE OF 161.74 FEET TO A POINT ON THE SOUTH LINE OF SAID VAN DUSS INDUSTRIAL PARK FIRST PLAT; THENCE NORTH 88°10'46" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 1118.35 FEET TO THE POINT OF BEGINNING, CONTAINING 266,236 SQUARE FEET OR 6.112 ACRES, MORE OR LESS.

and that said land is hereby annexed and made a part of the City of Olathe, Kansas.

SECTION TWO: The City Clerk shall file a certified copy of this Ordinance with the County Clerk, the Department of Records and Tax Administration, and the Election Commissioner of Johnson County, Kansas.

SECTION THREE: That this Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the City Council this 2nd day of March 2021.

SIGNED by the Mayor this 2nd day of March 2021.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Legal

STAFF CONTACT: Ron Shaver

SUBJECT: Integris agreement regarding City property in the Kansas Bioscience Park.

ITEM DESCRIPTION:

Report regarding a Real Estate Contract and Development Agreement with Integris BioServices, LLC.

SUMMARY:

On September 20, 2007, the City entered into a Development Agreement with Kansas State University ("KSU") and the Kansas Bioscience Authority ("KBA") regarding the development of the Kansas Bioscience Park. As part of that agreement, KSU and the KBA were deeded certain real property to be used for A) expansion of the KSU campus in the Bioscience Park, and B) the sale (at no cost) of portions of the land to bioscience companies for expansion of their operations in Olathe.

In 2019, the undeveloped portions of the KSU and (former) KBA property were deeded back to the City. Since that time, the City has worked with the Olathe Chamber of Commerce to attract bioscience companies to expand their businesses within the Bioscience Park.

City staff has negotiated the attached Real Estate Contract and Development Agreement (the "Contract") with Integris BioScervices, LLC ("Integris"). Integris would acquire 6 acres of the City's property within the Bioscience Park to the north of the KSU building. The acquisition would require the Integris building to be constructed in accordance with the 2007 Development Agreement as well as the City's Unified Development Ordinance. Integris would be responsible to pay the remaining special assessments levied against the 6 acre tract (\$222,436.93, prorated for 2021 at closing). The Contract would also give Integris a right of first refusal within the next 7 years to acquire an additional 5.5 acres north of the 6 acre site for future expansion needs.

The industrial revenue bond and tax abatement application is also on tonight's agenda. That application is made in accordance with the Contract, the 2007 Development Agreement, and the City's IRB policy.

FINANCIAL IMPACT:

The City would realize the property tax benefits from the Integris project as set forth in the IRB application and cost/benefit analysis materials.

ACTION NEEDED:

Accept report. Unless otherwise directed by the Council, this item will be placed on the Council's March 16, 2021 agenda for formal consideration.

ATTACHMENT(S):

MEETING DATE: 3/2/2021

A: Integris Real Estate Contract & Development Agreement

REAL ESTATE CONTRACT
AND DEVELOPMENT AGREEMENT

THIS REAL ESTATE CONTRACT AND DEVELOPMENT AGREEMENT (the “Agreement”) is hereby made and entered into this 16th day of March, 2021 (the “Effective Date”), by and between the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (the “Seller” or “City”), and Integris BioServices LLC, a Kansas Limited Liability Company, or assigns (the “Buyer” or “Integris”) (collectively, the “Parties”, and each, a “Party”).

WHEREAS, Integris has interest in purchasing and developing a commercial development project for bioscience, bioanalytical testing and laboratory purposes (the “Project”) on a property owned by the City which is located in the City within the Kansas Bioscience Park, as more particularly identified in **Exhibit A**, attached hereto and incorporated by reference herein, together with all rights, easements and appurtenances pertaining thereto and all improvements and vegetation thereon (**the** “Property”); and

WHEREAS, the Parties mutually desire to enter into this Agreement for the purpose of conveying title to the Property and setting forth certain terms pertaining to the Buyer’s development of the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency

of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Purchase Price. Seller shall sell the Property to Buyer and Buyer shall purchase the Property from Seller for the sum of One Dollar (\$1.00) (the "Purchase Price"), by delivery of immediately available and collectible funds the receipt and sufficiency of which is hereby acknowledged by Seller, less the Deposit, and subject to adjustments as provided herein.

2. Deposit. Within twenty (20) business days from the Effective Date of this Agreement, Buyer shall deposit in escrow with the City an earnest money deposit of Thirty Thousand Dollars (\$30,000) (the "Deposit"). Except as otherwise provided in Paragraphs 3.B. and 12, below, the Deposit will be credited by the City against the fees the Buyer will be required to pay for development of the Property for the Project. Such fees may include, but not be limited to, land use (e.g., final site development plan and final plat) application fees, building permit fees, City inspection fees, utility service connection fees, or any other development-related fees levied by the City in accordance with applicable sections of the Olathe Unified Development Ordinance ("UDO") or the Municipal Code ("OMC").

3. Taxes & Special Assessments.

A. Taxes. The Parties acknowledge that no taxes are currently levied on the Property, and therefore Seller is not responsible for the payment of any ad valorem real property taxes on the Property through the Possession Date (as defined in Paragraph 5, below). Buyer will be responsible for the payment of all ad valorem real property taxes on the Property after the Possession Date.

B. Special Assessments. Buyer acknowledges that certain special assessments are levied against the Property for the Property's share of the cost of certain public improvements which benefit the Property. Buyer further acknowledges and agrees that it will be responsible for the payment of all such special assessments after Transfer of Title. Such special assessments shall be levied in the amounts and in the years as set forth in **Exhibit B**, attached hereto and incorporated by reference herein. The Deposit may not be credited toward the payment of any special assessments levied against the Property.

4. Transfer of Title. Within thirty (30) days of the satisfaction or waiver of all conditions precedent and contingencies as set forth herein, Seller agrees to convey the Property to Buyer by special warranty deed (the "Transfer of Title"). If the Seller does not approve or issue (as applicable) all Project Approvals to the Buyer's satisfaction, then the Seller will not be obligated to convey the property, and the Buyer will be refunded the Deposit. Seller agrees to pay all costs to record such Transfer of Title instrument in the Johnson County Land Records. Any additional costs related to the Transfer of Title (including, but not limited to, title reports, appraisals, inspections, or title insurance) will be paid by Buyer. If any portion of the Deposit remains at the time of the Transfer of Title, such excess amount shall be returned to Buyer.

5. Possession. Seller will deliver possession of the Property upon recording of the Transfer of Title instrument (the "Possession Date").

6. Environmental Inspection. Within thirty (30) days of the Effective Date, Seller shall provide Buyer all existing environmental reports on the Property, if any,

completed within the twelve (12) months preceding the Effective Date of this Agreement (the "Environmental Reports"). Buyer shall have until the expiration of the Inspection Period (as defined in Paragraph 8, below) to review the reports, obtain updated Environmental Reports if it wishes, and submit written notification to Seller of any unacceptable environmental conditions. In the event Buyer determines, in its sole and absolute discretion, that the Property contains an unacceptable environmental condition, this Agreement shall, at Buyer's option, be null and void, in which event the Deposit shall be immediately returned to Buyer and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

7. Survey. Seller shall, within ten (10) days after the Effective Date, cause to be furnished to Buyer, at Seller's sole cost and expense, all existing surveys of the Property, if any. Buyer will be responsible, at its sole cost and expense, for obtaining any additional survey Buyer wishes to acquire (the "Survey").

8. Inspection Period. Buyer, its agents and representatives, shall have sixty (60) days after receipt of the last of any Environmental Reports and surveys provided by Seller, or if Seller does not provide any Environmental Reports or survey within sixty (60) days after the Effective Date, the Buyer, its agents and representatives, shall have sixty (60) days after the Effective Date (the "Inspection Period"), to enter upon the Property to inspect the same and to perform such tests as needed to determine surface, subsurface and structural conditions of the Property, including but not limited to conducting Phase I and Phase II environmental inspections and core drillings. In the event Buyer notifies Seller during the Inspection Period that Buyer elects to terminate this Agreement for any or no reason, in Buyer's sole and absolute discretion, then this

Agreement shall be null and void, in which event the Deposit shall be immediately refunded to Buyer and neither Buyer nor Seller will have any further liabilities, obligations or rights with regard to this Agreement.

9. Representations and Warranties. Seller represents, warrants and covenants to Buyer that:

A. Capacity & Authority. Seller has the legal capacity and authority to execute and deliver this Agreement and all instruments to consummate the sale of the Property.

B. Right to Convey Title. Seller has no knowledge that any person other than Seller has any right, title or interest in and to the Property.

C. Outstanding Litigation. To Seller's knowledge, there are no causes of action, suits or judgments against Seller or the Property which would delay or prohibit the sale.

D. Other Obligations or Liens. There are no leases, contracts, agreements or obligations of Seller for and with respect to the Property which has not been disclosed to Buyer in writing, and which are or may become a lien against the Property or an obligation of Buyer upon Transfer of Title.

E. Threats of Condemnation or Disconnection of Utilities. To Seller's knowledge, Seller has received no written notices of any pending or threatened condemnation or disconnection of any existing utilities.

F. Environmental Matters. Except as set forth in the Environmental Reports provided by Seller, if any, to Seller's knowledge, there has

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

G. Utilities; Access. The Property has adequate water supply, storm and sanitary sewage facilities, telephone, gas, electricity and other required public utilities located at, and fire protection available to, its boundary line; and all streets and roads necessary for access to and utilization of the Property or any part thereof have been completed, dedicated and accepted for maintenance and public use by the appropriate governmental authorities; and no easements are required by the owner of the Property for such access to, full utilization of, and/or otherwise in connection with, any utilities.

H. Soil Conditions. To the best of Seller's knowledge there are no soil conditions materially adverse to the construction of the Project on the Property.

I. Alterations. There have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the last sixty (60) days immediately preceding the Effective Date.

10. Conditions Precedent. It is specifically agreed that Buyer's obligations hereunder are conditioned upon the satisfaction that Seller's warranties and representations set forth in this Agreement shall remain true and correct in all material respects on and as of the Possession Date. Should any warranty or representation not be true and accurate, in effect, and complied with, as applicable, on or before the Possession Date, Buyer shall have the option of (i) waiving compliance with any one or more of said warranties or representations and accepting the Transfer of Title, (ii) delaying the Possession Date for a reasonable period of time, not to exceed thirty (30) days, in order to provide Seller time to satisfy such warranties or representations, or (iii) terminating this Agreement, in which latter event the Deposit shall be immediately refunded to Buyer and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

11. Maintenance of the Property. Prior to Transfer of Title and during possession of the Property, the Property shall be maintained by Seller in a reasonable, professional and prudent manner and in its current condition at all times. Subject to Buyer's termination rights hereunder, Buyer is buying the Property in its "as is" condition.

12. Development Approval Contingencies. The City understands that Integris intends to submit application(s) for industrial revenue bonds for the purpose of ad

valorem real property tax abatement and retail sales tax exemption for the purchase of building materials and furniture, fixtures, equipment (“FF&E”), and for preliminary and final site development plan, re-platting, and related building and other permits/applications for construction and operation of the Project on the Property, consistent with the City’s adopted design guidelines applicable to the Project, all subject to the terms and conditions to be agreed upon during the development application process (collectively, the “Project Approvals”).

The Parties acknowledge that Integris’ acquiring title to the Property is contingent upon Integris obtaining the Project Approvals under the conditions set forth below. If any of Buyer’s requested Project Approvals are denied by the City or approved in a form not satisfactory to Buyer in its sole discretion, or at any time prior to the City’s approval of all Project Approvals in a form satisfactory to Buyer in its sole discretion, Buyer may terminate this Agreement by written notice to Seller, in which event the Deposit shall be immediately refunded to Buyer and neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

The Parties agree that the development of the Property is in the best interests of all Parties and requires their ongoing cooperation. Integris hereby states and agrees to fully comply with all applicable City requirements. The City hereby states its intent to cooperate with Integris in the resolution of mutual problems pertinent to the Project Approvals, and its willingness to facilitate the development of the Project on the Property as contemplated by the provisions of this Agreement and that certain Development Agreement between the City, Kansas State University, and the Kansas Department of Commerce (F/K/A Kansas Bioscience Authority) dated September 20,

2007 (the “Bioscience Park Agreement”), unless prohibited by law. Such intention does not preclude City staff from making professional recommendations regarding the Project Approvals which are in conflict with Integris’ requests and/or desires pertaining to any of the Project Approvals.

a. Industrial Revenue Bonds & Tax Abatement.

- i. Submittal. Within thirty (30) days of the Effective Date, Integris may submit, and the City agrees to consider in good faith upon submission, an application for issuance of industrial revenue bonds (“IRB”), in one or more series, granting a 10-year, 55% real property tax abatement, and approving a retail sales tax exemption for the purchase of building materials and FF&E, all in connection with development, construction, equipping, and financing the Project on the Property in accordance with Kansas law, the City’s Industrial Revenue Bond and Tax Abatement Policy (City Council Policy F-5) (the “IRB Policy”), and the Bioscience Park Agreement. Integris agrees to submit any and all required information to the City with its application which demonstrates that the Project will have a positive benefit to cost ratio for the City.
- ii. IRB Fees. Integris agrees to pay any and all applicable fees related to the issuance of the City’s IRBs, including but not limited to, the City’s application, issuance, and bond counsel

fees (the “IRB Fees”).

- iii. Public Art. Integris acknowledges and agrees that, as required by the IRB Policy, it will comply with OMC Section 2.82.130 (Public Art Associated with Development Incentives) and will either (a) incorporate public art on its final site development plan application materials for review by City staff in accordance with the UDO or (b) make no less than the minimum required contribution to the City’s Public Art Fund. The Deposit may not be credited toward the costs and/or investments made by Integris to comply with such OMC Section.
- iv. Community Benefit. Integris acknowledges and agrees that, as required by the IRB Policy, so long as the IRBs remain outstanding, Integris will actively participate in the civic, charitable, educational, philanthropic and economic development of the City of Olathe. Accordingly, at a minimum, Integris will: (a) at all times be a dues-paying member in good standing with both the Olathe Chamber of Commerce and the Olathe Economic Development Council; and (b) make an annual donation to the Olathe Community Foundation in an amount to be determined in the sole discretion of Integris, but no less than \$3,000 annually (collectively, the “Community Investments”). The first such

annual donation will be made by Integrus concurrently with closing on the IRBs. If Integrus chooses to lease any portion of the Project, Integrus may pass on all or a portion of the required annual donation cost to its lessees but must collect their lessee's donations and remit them to the City. The Deposit paid by Integrus prior to the Possession Date may not be credited toward the Buyer's obligations to make its required Community Investments.

b. Rezoning & Development Plan.

- i. Submittal. The Parties acknowledge that the Property is currently zoned Business Park ("BP") and that Integrus' proposed use of the Property for the Project is consistent with the City's BP zoning designation. The Parties further acknowledge that Integrus has submitted formal applications for a preliminary site development plan and final plat for the Property and will, if such applications are approved by the City Planning Commission, within sixty (60) days of such approval, submit an application for a final site development plan (the "Land Use Applications"). Such final site development plan will include all necessary and proper documentation and support data and analysis and comply with all plan procedures set forth in the City's land development regulations, including, but not limited to, the UDO. Furthermore, the Project will meet all architecture design and building material requirements set forth in

the UDO and Bio Science Park Criteria Manual unless waivers to such requirements are approved by the City. The City agrees not to rezone or consider any applications for preliminary or final site development or platting of any of the Property submitted by other parties without the written permission of Buyer during the term of this Agreement.

- ii. Comprehensive Plan. Buyer further acknowledges that the City has adopted a Comprehensive Plan, and that such Comprehensive Plan includes a Future Land Use Map. The map is intended to serve as a general guide for future land use decisions. Many of the boundaries on the map are generalized for illustration purposes and may vary when applied to specific parcels and developments. Because it is difficult to predict market and other conditions for multiple decades, it is anticipated that the actual development of the community may differ in some respects from the illustrative vision found in the Future Land Use Map. Buyer acknowledges that the proposed development of the Project should be consistent with the Future Land Use Map. A determination on compliance with the Comprehensive Plan and the Future Land Use Map will be a part of the rezoning application.
- iii. Associated Plans & Standards. Buyer further acknowledges that the City has adopted associated plans, a major street map, and subsequent amendments, including, but not limited to, standards

for driveway access and setbacks for sewer lines, parking lots, and buildings for future development. Unless otherwise provided herein or in the Project Approvals, Buyer acknowledges that development of the Property will be subject to City development standards as reasonably required by the City for all development projects within the City as expressly set forth in the Project Approvals.

- iv. Costs. Buyer acknowledges and agrees that the City shall not be responsible for any fees, costs, or expenses of any kind whatsoever resulting to Buyer if the Land Use Applications are denied by the City in accordance with the provisions of the City's land development regulations and Kansas law.

c. Permits & Commencement of Construction. The Parties agree and acknowledge that it is in their mutual best interest for Integris to expeditiously develop the Project on the Property after Transfer of Title. However, in the event that Integris fails to commence construction of the Project on the Property within one hundred eighty (180) days of the Transfer of Title date (the "Commencement Date"), the Parties agree that Integris will immediately re-convey the Property back to the City at no cost to the City. Integris may submit one (1) written request to the City to extend the Commencement Date stipulating the reasons why Integris should be granted an extension and specifying the duration of such extension. The granting of such extension is at the sole discretion of the City.

13. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the day

said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller:	City of Olathe PO Box 768 Olathe, KS 66051-0768 ATTN: City Clerk
With a Copy to:	Ronald R. Shaver Olathe City Attorney PO Box 768 Olathe, KS 66051-0768
If to Buyer:	Integris BioServices LLC Attn: John Bucksath, CEO 12400 Shawnee Mission Parkway Shawnee, KS 66216
With a Copy to:	Polsinelli PC 900 W. 48 th Place, Suite 900 Kansas City, MO 64112 Attn: Curt Petersen

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

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

15. Default. In the event the purchase and sale is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, by Seller to convey the Property in accordance with the terms and conditions provided herein, or because of other fault of Seller or reason provided herein for Buyer not consummating this transaction, the Deposit paid in connection with this Agreement shall be returned to

Buyer as their sole and exclusive remedy, and as full, complete and final liquidated damages. In the event the purchase and sale is not consummated because of the default of Buyer, then upon written notice to Buyer of such default, the Deposit paid hereunder will be retained by Seller as their sole and exclusive remedy, and as full, complete and final liquidated damages. Seller and Buyer hereby agree that it would be impossible to ascertain the damages accruing to a Party as a result of a default by the other Party under this Agreement. The payment of said liquidated damages, therefore, shall constitute the sole and exclusive remedy against the defaulting Party by the non-defaulting Party and shall be in lieu of the exercise by the non-defaulting Party of any other legal or equitable right or remedy which the non-defaulting Party may have against the defaulting Party as a result of the defaulting Party's default. In addition, before the non-defaulting Party exercises its remedy under this Section 15, it shall first give written notice and a thirty (30) day cure period to the defaulting Party.

16. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas. If State or Federal laws or amendments to UDO or OMC are enacted after execution of this Agreement which are applicable to and preclude the Parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws and the intent of the Parties hereto; provided, however, that the City agrees that it will not modify this Agreement in any manner which would in any way be inconsistent with the intent of the Parties to provide for development of the Property in accordance with the terms and conditions hereof.

17. Legal Fees. In the event legal action is instituted by either of the Parties

to enforce the terms of this Agreement or arising out of the execution of this Agreement, each Party agrees to pay its own legal fees.

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

19. Agents or Brokers. Each Party represents to the other that no broker, finder or intermediary is involved in the purchase and sale of the Property. Each Party hereby indemnifies and agrees to hold the other Party harmless from and against any and all costs arising or resulting, directly or indirectly, out of any claim by any broker or finder in connection with this transaction due to their respective acts.

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

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

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

23. Entire Agreement. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**
This Agreement constitutes the sole and entire agreement of the Parties and is binding

upon Seller and Buyer, their heirs, successors, legal representatives and assigns.

24. Voluntary Negotiation. Each party hereby acknowledges that it has the power and authority to enter into this Agreement. By signing this Agreement, each Party affirms that this Agreement was negotiated voluntarily and in good faith.

25. Limited Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party which is not a Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective designees, representatives, successors and/or assigns.

26. Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. Buyer may assign this Agreement without the consent of Seller to any entity in which it has a direct or indirect ownership interest of at least 51%.

27. Extensions. Any of the deadlines in this Agreement may be extended by mutual agreement of the Parties. The Governing Body of the City hereby authorizes the City Manager to make all such extensions deemed by the City Manager to be in the best interest of the City.

28. Option to Acquire Additional Land. City hereby grants Integris an option (the "Option") to acquire the approximately 5.5-acres of land adjacent to the Property, as legally described on **Exhibit C** attached hereto (the "Option Land"), under the following terms and conditions:

A. The term of the Option shall expire seven (7) years after the Effective Date (the "Option Term"). To exercise the Option, Integris must provide written notice to the City during the Option Term. The Parties will then enter into a Real Estate Contract and Development Agreement in the form of this Agreement, except that Integris will have two (2) years from acquiring the Option Land to commence construction.

B. If during the Option Term the City wants to convey some or all of the Option Land to a specific developer for development of such land, the City will give Integris written notice. Within sixty (60) days of receiving such notice, Integris will provide written notice to the City stating whether Integris wants to exercise the Option. If Integris exercises the Option within such 60-day period, the Parties will thereafter enter into a Real Estate Contract and Development Agreement in the form of this Agreement, except that Integris will have two (2) years from acquiring the Option Land to commence construction. If Integris does not exercise the Option within such 60-day period, the Option will automatically terminate.

C. Following the Transfer of Title date, the City and Integris will record against the Property and the Option Land a memorandum of this Agreement, which will include a general description of the Option.

D. The terms of this Section 28 will survive the Transfer of Title and will not merge with the City's deed conveying the Property to Integris.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

SELLER:

City of Olathe, Kansas,
A Municipal Corporation

By: _____
John W. Bacon, Mayor

ATTEST:

Brenda D. Long, City Clerk

(SEAL)

BUYER:

Integris BioServices LLC, a Kansas Limited
Liability Company

By: _____
John Bucksath, CEO

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Part of Lot 1, KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT, a subdivision in the City of Olathe, as recorded in book 200807 at page 007500, Johnson County, Kansas, being more particularly described as follows:

Commencing at a point on the West line of said Lot 1, KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT, said point being 80.03 feet South of the Northwest corner of said Lot 1 and said point being the Northwest corner of the Southeast One Quarter of Section 10, Township 13, Range 23; thence along the West line of said Lot 1, South 01 degrees 51 minutes 24 seconds East, a distance of 534.41 feet to the Point of Beginning; thence North 88 degrees 08 minutes 36 seconds East a distance of 443.66 feet to a point of curvature on the East line of said Lot 1 and the West right of way line of Roundtree Street as now established by the said KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT; thence along the said East line of said Lot 1 and the West right of way line of said Roundtree Street the following three courses, Southerly on a curve to the right having an initial tangent bearing of South 04 degrees 29 minutes 34 seconds East, a radius of 470.00 feet, a central angle of 07 degrees 16 minutes 45 seconds and an arc length of 59.71 feet; thence South 02 degrees 47 minutes 11 seconds West a distance of 253.70 feet to a point of curvature; thence Southeasterly on a curve to the left tangent to the previous course, having a radius of 380.00 feet, a central angle of 40 degrees 10 minutes 57 seconds and an arc length of 266.50 feet; thence South 45 degrees 14 minutes 31 seconds West a distance of 45.93 feet; thence South 88 degrees 08 minutes 39 seconds West a distance of 457.97 feet to a point on the West line of said Lot 1; thence along the west line of said Lot 1, North 01 degrees 51 minutes 24 seconds West, a distance of 595.43 feet to the Point of beginning and containing 6.0045 acres more or less.

EXHIBIT B

MUTUAL CONSENT AND WAIVER REGARDING REALLOCATION OF SPECIAL ASSESSMENTS

1. The City of Olathe, Kansas (the "City") is the record titled owner of 100% of the following real estate (the "Property"):

A tract of land located in Lot 1; in the Kansas Bioscience Park Addition, 1st Plat, an addition to the City of Olathe, Johnson County, Kansas, located in the East One-Half of Section 10, Township 13 South, Range 23 East of the Sixth Principal Meridian, more particularly described as follows: Beginning at the Northwest Corner of said Lot 1; Thence North 88°09'38" East, 380.24 feet measured and plat along the North line of said Lot 1 to the Northeast corner of said Lot 1; Thence South 1°49'04" East, 309.25 feet measured vs. 309.29 feet plat along the Easterly line of said Lot 1; said Easterly line also being the Westerly Right-of-Way Line of Clay Blair Boulevard. Thence on a curve to the left, having a radius of 380.00 feet, an arc length of 130.65 feet measured vs. 130.70 feet plat, a chord bearing of South 11°40'53" East, and a chord length of 130.00 feet, along said Easterly line of said Lot 1; Thence South 21°27'21" East, 42.71 feet measured vs. 42.65 feet plat, along said Easterly line of said Lot 1; Thence on a curve to the right, having a radius of 470.00 feet, an arc length of 199.46 feet measured vs. 199.52 feet plat, a chord bearing of South 9°22'32" East, and a chord length 197.96 feet, along said Easterly line of said Lot 1; Thence South 2°47'27" West, 253.70 feet measured and plat, along said Easterly line of said Lot 1; Thence on a curve to the left, having a radius of 380.00 feet, an arc length of 266.41 feet, a chord bearing of South 17°18'39" East, and a chord length 260.99 feet, along said easterly line of said Lot 1; Thence South 45°11'07" West, 45.77 feet along a line parallel to the Northwesterly line of Lot 2 of the Kansas Bioscience Park Addition, 3rd plat, an addition to the city of Olathe, Johnson County, Kansas; Thence South 88°08'39" West, 457.97 feet along a line perpendicular to the West line of said Lot 1 to a point on the West line of said Lot 1; Thence North 1°51'21" West, 1129.55 feet along the West line of said Lot 1 to a 5/8" iron rebar at the Center Corner of said Section 10; Thence North 1°50'38" West, 79.90 feet measured vs. 80.03 feet plat along the West line of said Lot 1 to the POINT AND PLACE OF BEGINNING; Said tract contains 11.58 acres, more or less. Subject to public roads, easements, reservations, restrictions, covenants and conditions, if any, now of record.

2. The Property is liable for special assessments (including interest on bonds issued to finance the Improvements) that appear on the tax bills for the Property (the "Special Assessments"). The Special Assessments are imposed for the costs of constructing the improvements (the "Improvements"), as described in and authorized pursuant to the following actions of the governing body of the City:

Kansas Bioscience Park Improvement District (Project No. 3-B-043 and 1-B-020), authorized by Resolution No. 07-1140 (the "Resolution") and Ordinance No. 08-07 and Ordinance No. 08-17 (collectively, the "Ordinance")

3. The City plans to sell a portion of the Property to Integris BioServcies, LLC, a Kansas Limited Liability Company (the "Buyer"). The portion of the Property to be sold to the Buyer is legally described as follows (the "Buyer's Property"):

Part of Lot 1, KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT, a subdivision in the City of Olathe, as recorded in book 200807 at page 007500, Johnson County, Kansas, being more particularly described as follows:

Commencing at a point on the West line of said Lot 1, KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT, said point being 80.03 feet South of the Northwest corner of said Lot 1 and said point being the Northwest corner of the Southeast One Quarter of Section 10, Township 13, Range 23; thence along the West line of said Lot 1, South 01 degrees 51 minutes 24 seconds East, a distance of 534.41 feet to the Point of Beginning; thence North 88 degrees 08 minutes 36 seconds East a distance of 443.66 feet to a point of curvature on the East line of said Lot 1 and the West right of way line of Roundtree Street as now established by the said KANSAS BIOSCIENCE PARK ADDITION, 1ST/ PLAT; thence along the said East line of said Lot 1 and the West right of way line of said Roundtree Street the following three courses, Southerly on a curve to the right having an initial tangent bearing of South 04 degrees 29 minutes 34 seconds East, a radius of 470.00 feet, a central angle of 07 degrees 16 minutes 45 seconds and an arc length of 59.71 feet; thence South 02 degrees 47 minutes 11 seconds West a distance of 253.70 feet to a point of curvature; thence Southeasterly on a curve to the left tangent to the previous course, having a radius of 380.00 feet, a central angle of 40 degrees 10 minutes 57 seconds and an arc length of 266.50 feet; thence South 45 degrees 14 minutes 31 seconds West a distance of 45.93 feet; thence South 88 degrees 08 minutes 39 seconds West a distance of 457.97 feet to a point on the West line of said Lot 1; thence along the west line of said Lot 1, North 01 degrees 51 minutes 24 seconds West, a distance of 595.43 feet to the Point of beginning and containing 6.0045 acres more or less.

4. Pursuant to the Resolution, Ordinance and this Mutual Consent and Waiver, we hereby consent to reallocation of the Special Assessments against (a) Buyer's Property and (b) the portion of the Property retained by the City after the sale of the Buyer's Property (the "City Property"), as set forth on **Exhibit 1** hereto. Such Special Assessments shall be recertified by the City to Johnson County, Kansas, against each of the Buyer's Property and the City Property. We hereby waive any and all rights to protest or otherwise challenge the levy of the Special Assessments in the amounts set forth on **Exhibit 1** hereto against the Property.

5. This Mutual Consent and Waiver shall be valid and binding against any subsequent transferee of the Property, and may be recorded in the real estate records of Johnson County, Kansas.

CITY OF OLATHE

By: _____
Name: _____
Title: _____
Date: _____

INTEGRIS BIOSERVICES, LLC
a Kansas Limited Liability Company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

My commission expires _____.

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

My commission expires _____.

EXHIBIT 1

**Kansas Bioscience Park Improvement District (Project No. 3-B-043 and 1-B-020),
authorized by Resolution No. 07-1140 (the “Resolution”) and
Ordinance No. 08-07 and Ordinance No. 08-17 (collectively, the “Ordinance”)**

Total Recertified Special Assessment Against Property = \$222,436.93

Recertified Annual Special Assessment Against Property

<u>Year</u>	<u>City Property</u>	<u>Buyer's Property</u>
2021	\$25,690.94	\$27,629.88*
2022	25,013.41	26,901.21
2023	24,335.88	26,172.55
2024	23,658.35	25,443.88
2025	22,980.82	24,715.21
2026	22,303.29	23,986.55
2027	21,625.76	23,257.88
2028	20,948.22	22,529.22
2029	20,270.69	21,800.55

***Will be prorated based on the Transfer of Title date.**

EXHIBIT C

LEGAL DESCRIPTION OF THE OPTION LAND



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Economy

STAFF CONTACT: Dianna Wright

SUBJECT: Report on a request by Integris BioServices LLC for issuance of industrial revenue bonds and tax phase in for the development and construction of a 70,000 sq. ft. building for laboratory services located at the Kansas Bioscience Park on College Boulevard.

ITEM DESCRIPTION:

Report on a request by Integris BioServices LLC for a single phase project under the City's Tax Abatement policy for the construction of a 70,000 sq. ft. laboratory services in the Kansas Bioscience Park.

SUMMARY:

The City has received an IRB application from Integris BioServices LLC requesting \$18,525,000 in industrial revenue bonds for the development of lab and office space on a portion of a 10.95-acre parcel in the Kansas Bioscience Park near Valley Road & College Boulevard.

This single series of bonds requests a 10-year, 55% property tax phase in for office and bioscience use project 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 new business development project with a projected investment over \$10 million.

This single series project is requesting \$18,525,000 in industrial revenue bonds for the construction of 70,000 square feet of space for lab and office uses. The project is located on a 6-acre portion of a 10.95-acre parcel in the Kansas Bioscience Park located near Clay Blair Boulevard & Valley Road, north of College Boulevard.

The capital investment of \$18,525,000 falls under the City's tax abatement policy requirement of an investment of over \$10 million for a new business. 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 project request of \$18,525,000 in industrial revenue bonds consists of;
 - \$25,000 to acquire land
 - \$16,000,000 to construct the building and other costs
 - \$2,500,000 to purchase lab equipment and FF&E for the office space
- This single series project creates 288 new jobs over the next 10 years.
 - Average salaries of new jobs in the first year:
 - \$69,737
 - \$11,157,900 approximately in new annual wages in year 1
 - \$26,205,400 approximately in new annual wages in year 10

MEETING DATE: 3/2/2021

- \$204,453,400 approximately in total new wages over the next 10 years
- Property taxes over the 10-year period with 55% property tax phase-in on this project:
 - All jurisdictions = \$170,317 annually / \$1,703,174 10-year total
 - Olathe = \$32,995 annually / \$329,940 10-year total
 - Olathe's current annual property tax revenue from the property is \$0
 - Upon retirement of the tax phase in, the City will receive approximately a total of \$73,320 in new annual property tax revenue

Overall the first phase project has a positive fiscal/economic impact on the community with a cost benefit ratio of 3.36 with an expected payback of 3 years.

FINANCIAL IMPACT:

See attached materials for more detailed fiscal impact information.

ACTION NEEDED:

Accept report. A public hearing and resolution regarding the project will go before the City Council at the March 16th meeting.

ATTACHMENT(S):

A: Application B: Firm Data Sheet C: Executive Summary
D: Cost Benefit Report



CITY OF OLATHE, KANSAS
APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS
(IRB)
New Business to Olathe

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 \$4,000 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. 20-1069 and contact Bond Council for a more detailed explanation of the fees.

Integris BioServices LLC

Applicant's Name

john.bucksath@kcasbio.com

(913) 248-3003

Applicant's Email Address

Telephone Number

12400 Shawnee Mission Parkway, Shawnee, KS 66216

Applicant's Address

John Bucksath, CEO

(913) 248-3003

Name and Title of Responsible Officer/Contact

Telephone Number

Address (if other than corporate address)

Curt Petersen, Polsinelli PC

Attorney for Applicant

cpetersen@polsinelli.com

(913) 234-7458

Attorney's Email Address

Telephone Number

900 W. 48th Place, Suite 900, Kansas City, MO 64112

Attorney's Address

N/A - Applicant will purchase bonds

Bond Purchaser/Underwriter for Applicant

Bond Purchaser/Underwriter's Address

Telephone Number

Same as above

Bond Counsel for Applicant

Bond Counsel's Address

Telephone Number

I. BUSINESS INFORMATION

A. In what line or lines of business is the applicant engaged?

Laboratory services that provide analytical testing support focused on bioanalytical development for the Pharmaceutical, Biotech and Animal Health industries.

B. Is the applicant (or its parent) a proprietorship, partnership, or corporation (LLC)?

Other

C. Year and State of incorporation 2018 - Kansas

If proprietorship, partnership, or close corporation, list the names of owners and the approximate amounts owned by each of its principal stockholders.

N/A - limited liability company

D. List the names and titles of the officers of the applicant firm:

John Bucksath – CEO

Maria Nelson – VP

Amy Mize – SR. VP

Lawrence Goodwin - VP

E. Are you pursuing an other incentives offered by another government entity? Yes
If yes, please indicate below what the other incentives are.

State of Kansas - PEAK; HPIP; KIT; Job Creation Fund

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.

Construct approximately 70,000 SF building and associated site work for a laboratory services business that provides analytical testing support focused on bioanalytical development for the Pharmaceutical, Biotech and Animal Health industries.

A. Approximate amount requested for:

Land (Attach a legal description of property as <u>Exhibit A</u>)	\$ 25,000
Building	\$ 16,000,000
Machinery and Equipment	\$ 2,500,000
Pollution Control Facilities	\$
Other Costs*	\$
Total	\$ 18,525,000

* State other costs:

- 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?
N/A If yes, what will you be doing with your existing facilities after relocating?

D. Where is the location of the project?

Kansas Bioscience Park, Olathe, KS

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:

F. Describe the type of buildings to be constructed and type of machinery and equipment to be financed:

Approximately 70,000 SF building and associated site work for a laboratory services business that provides analytical testing support focused on bioanalytical development for the Pharmaceutical, Biotech and Animal Health industries. FF&E includes laboratory equipment (e.g., fume hoods, lab benches, etc.) and typical office furnishings.

G. Will the applicant be in direct competition with other local firms?

No

If yes, name the firms and describe the nature of the competition:

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:

N/A

J. Per the City IRB policy, an applicant is required to use City of Olathe solid waste service upon the start of the abatement period. Please indicate that you understand this requirement by answering yes: Yes

If you have a current existing contract with another contractor, please indicate below when that will expire. If you have any extenuating circumstances that would result in the City not being able to adequately serve your needs, please indicate those below:

K. What percentage of usable floor space will be occupied by applicant? 100%

What percentage will be occupied by other occupants? 0% If known, indicate each occupant below:

L. Name and address of construction contractor and/or architect:

ARCO, 5015 NW Canal St Ste 110, Riverside, MO 64150

M. How many persons will be employed at the project? _____

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):

Total KS-Site Employees: 160; Management- 15; Office- 30; Skilled- 113; Unskilled- 2

O. What dollar amount and percentage of the applicant's total projected annual sales for the next ten (10) years, is expected to be generated by the project?

100%

P. What percentage of sales will be sold locally? Up to \$200K 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?

Most supplies must be sourced from out of state, however, company pays use tax per state rules. 2020 use tax paid was approximately \$673,000.

R. Is there likelihood for expansion of the proposed facility within three (3) years? No

If such expansion is contemplated, please describe below: _____

III. FINANCING

A. Have arrangements been for the marketing of the bonds? 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? Yes 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? Yes If yes, describe below:
5. Has a bond underwriter determined whether or not the bonds are marketable? Yes
If yes, describe its determination below:
6. Indicate whether bonds will be publicly or privately placed. Publicly
7. Does the applicant, or its parent, intend to purchase all or any part of the proposed bond issue?
8. What portion of the project will be financed from funds other than bond proceeds, and what is the source of such funds?
Project will be 100% privately financed, with IRBs reimbursing costs of land acquisition, construction, and FF&E.
9. What will be the applicant's equity investment? Please describe:
TBD - Any amount not covered by the construction loan.
10. Has the applicant considered conventional financing? Yes

11. Indicate name of primary officer, institution name, and address of trustee and/or fiscal agent.

BOKF, Ken Dotson, 1044 Main St, Kansas City, MO 64105

12. Proposed date of issuing bonds: 10/1/2021

B. List below previous participation in IRB financing:

N/A

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 55 %

B. If a Fixed PILOT payment is proposed for the project, please outline proposed structure:

- C. Under normal circumstances, the City will require payment in lieu of payments for property which becomes tax exempt. If tax abatement is requested, please describe special features or benefits of the project, which would justify tax abatements at the requested percentage and term. Include information about other local revenues associated with the project, such as sales taxes and franchise fees.

This project will bring high quality, high paying jobs in an industry with significant growth potential. The project will also serve as an important stimulus for development of the Bioscience Park.

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.

Applicant agrees to comply with Section 2(D) of Policy No. F-5, Resolution No. 20-1069.

It is understood that a performance agreement shall be required, as set forth in the City's tax abatement policy, for applications requesting tax abatement. I hereby swear that the foregoing and attached information dated this 23rd day of February 2021, is true and correct to the best of my knowledge.

Applicant understands that the City reserves the right to ask for additional financial information, including, but not limited to financial reports, credit ratings, shareholder reports, on-going litigation information and proforma statements.

Signed 
Name

By 
Title of Responsible Officer

APPENDIX I*
EMPLOYMENT INFORMATION
APPLICATION FOR ISSUANCE OF INDUSTRIAL REVENUE BONDS

State law requires a fiscal impact analysis be performed prior to the issuance of a tax abatement. Information provided in sections below of Appendix I is essential in order for the city to meet this requirement.

Current number of employees at firm’s present site. 0

Occupational Classification	Total	Average Starting Wage	Average Maximum Wage	Number By County of Residence *
See below				Johnson
				Other
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other
				Johnson
				Other

Expected growth:
2022 - 16
2023 - 34
2024 - 38
2025 - 40

Average wage: \$36/hour

EXHIBIT A

Insert or attach here:

Final Plat of KCAS-Olathe, a subdivision in the City of Olathe, Johnson County, Kansas.

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

Integris BioServices LLC

Description of the firm's location or expansion in the community:

Kansas Bioscience Park, Olathe, KS

Requested tax abatement term in years 10 Abatement percentage requested 55%

Square footage of the facility Approximately 70,000

Acerage of land the project will occupy Approximately 6 acres

NAICS or SIC Code 541690

Market Value of the firm's initial new or additional investment in:

<i>Land</i>	<u>\$25,000</u>
<i>Building and Improvements</i>	<u>\$16,000,000</u>
<i>Furniture, Fixtures and Equipment</i>	<u>\$2,500,000</u>
<i>Other Costs</i>	
<i>Total</i>	<u>\$18,525,000</u>

Project expansion (if acceptable):

Year of expansion 2027

Additional investment in:

<i>Land</i>	<u>\$0</u>
<i>Building and Improvements</i>	<u>\$7,000,000</u>
<i>Furniture, Fixtures and Equipment</i>	<u>\$1,250,000</u>

Total Sales (from the most current completed fiscal year):

Year *Sales*

New or additional sales of the firm - as a result of the project:

<i>Year</i>			
<i>1</i>	<u> </u>	<i>6</i>	<u> </u>
<i>2</i>	<u> </u>	<i>7</i>	<u> </u>
<i>3</i>	<u> </u>	<i>8</i>	<u> </u>
<i>4</i>	<u> </u>	<i>9</i>	<u> </u>
<i>5</i>	<u> </u>	<i>10</i>	<u> </u>

Percent of those sales subject to sales tax in the:

City (Olathe) *%*

$$\frac{\%}{\%}$$

0%

Number of new employees moving to the county each year (use numbers from above):

Year	From Out-of-State	From Another Kansas County	Will not move	Total
1	0	0	160	160
2	2	0	14	16
3	3	1	30	34
4	4	0	34	38
5	3	1	36	40
6				
7				
8				
9				
10				
Total	12	2	274	288

Average annual salary of all employees:

Year	
1	\$69,737
2	\$71,829
3	\$73,984
4	\$76,204
5	\$78,490
6	\$80,844
7	\$83,270
8	\$85,768
9	\$88,341
10	\$90,991

Household size of a typical new worker 2.79

Number of school age children in the household of a typical new worker 0.79

Construction

Initial construction or expansion

Cost of Construction at the firm's new or expanded facility \$16,000,000

If construction is by an outside contractor, estimate percent profit on the cost of construction: 4.00%

Total construction salaries (A) \$5,000,000

Amount paid to average construction worker during the construction period (B) \$55,555.56 $A \div C = B$

Number of construction workers (C) 90

Household size of an average construction worker 2.79

Expansion II (if applicable):

Cost of Construction at the firm's new or expanded facility

If construction is by an outside contractor, estimate
percent profit on the cost of construction:

Total construction salaries (A)

Amount paid to average construction worker during the
construction period (B)

_____ $A \div C = B$

Number of construction workers (C)

Household size of an average construction worker

Visitors

Number of out-of-town visitors expected at the firm:

Year

1	<u>420</u>	6	<u>420</u>
2	<u>420</u>	7	<u>420</u>
3	<u>420</u>	8	<u>420</u>
4	<u>420</u>	9	<u>420</u>
5	<u>420</u>	10	<u>420</u>

Number of days that each visitor will stay in the area _____ 2

Number of nights that a typical visitor will stay in a local hotel or motel:

In the City of Olathe _____ 2
Anywhere in the county _____

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 Kansas.

Project Completion and Processing of the Tax Abatement

Prior to the completion of the project, the applicant shall inform the City and Bond Counsel to proceed with the state board of tax appeals for a tax abatement on the project.

APPENDIX II (must correspond with above information)												
New jobs to be created in each of the next ten years												
Occupational Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Average Starting Wage (use current pay scale)	
Management											\$0	
Office / Clerical											\$0	
Professional											\$0	
Skilled											\$0	
Unskilled											\$0	
Total	0	0	0	0	0	0	0	0	0	0		

March 2, 2021

Single Series Bonds
Integris BioServices LLC
Industrial Revenue Bond & Tax Phase-In Project
Executive Summary

Located on approximately 55% the following parcel:
DP37580000 0003



Introduction

The City has received an approximately \$18,525,000 industrial revenue bond application from Integris BioServices LLC (“Applicant”) for construction of an office and laboratory services facility that will support pharmaceutical, biotech and animal health services on 6 acres in the Kansas Bioscience Park near the intersection of Clay Blair Boulevard & Valley Road, north of College Boulevard. The Applicant anticipates construction of a 70,000 square foot facility for office and lab uses. The Applicant seeks to have the project, which will be constructed on a 6-acre parcel in the Kansas Bioscience Park, receive a 10-year, 55% 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 new business abatement, Resolution 20-1069 and Policy F-5 with an investment over \$10 million for new businesses locating in the City.

Bonds for this project are expected to be issued in one series. The series of bonds to be issued would allow the Applicant to construct 70,000 square foot office and lab facility on 6-acres of a 11-acre parcel in the Kansas Bioscience Park. The Applicant requests issuance of an amount not to exceed \$18,525,000 of industrial revenue bonds for construction of this building, land and furniture, fixtures and equipment. The proceeds from the bonds would be divided as follows: \$25,000 of the bonds would cover costs to acquire the land for the project, \$16,000,000 of the bonds would cover costs to construct the building and other costs, and \$2,500,000 would be allocated to cover costs to purchase lab equipment, furniture, fixtures, and additional equipment for the building.

The following information about this request relates to the projected impacts of the building planned for construction and was derived from the attached application materials.

Employment

The project is expected to create 288 new jobs over the next 10 years. The average salaries are expected to be \$69,737 in the first year, growing to \$90,991 in year ten. These jobs would create approximately \$204,453,400 in total new wages to the Olathe economy over the next 10 years.

Machinery & Equipment

The application does includes \$2,500,000 in funding for lab equipment and office furniture, fixtures and equipment in the submission. If purchased with bond proceeds these items would be exempt from sales tax.

IRB Request

This request is for a single series of bonds under the City's Tax Abatement Policy. The single series request is to issue industrial revenue bonds for the construction of a 70,000 square foot facility not to exceed \$18,525,000. 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, 55% property tax abatement for its project, under the City's Tax Abatement Resolution 20--1069 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 under the City's tax abatement policy, as the project will result in an investment over \$10 million required for new businesses.

Taxes

Currently the City collects no property taxes at this site as it is a city-owned parcel. The City is currently covering the Special Assessments, but those will be taken on by the Applicant once title is transferred. The future property taxes generated by this project have been computed using a targeted level of real property estimated appraised value at build out that is \$12,000,000 (75% of real property investment). This investment will result in approximately \$378,483 in annual property taxes at full value for all taxing jurisdictions, including \$73,320 in property taxes to the City. With a 55% property tax abatement, the tax revenue will be approximately \$1,703,174 for all jurisdictions over the 10-year abatement period, and \$329,940 to the City over the 10-year abatement period.

Sales

The project is expected to facilitate \$200,00 in new additional annual sales for the applicant each year throughout the term of the abatement. A total of \$2,000,000 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 special assessments associated with this project that will not be abated with this property tax abatement.

Franchise Fees

It is expected that the project will generate \$16,525 in new franchise fees the first year and \$165,250 in franchise fees over the 10-year period.

Water, Sewer & Garbage

The applicant anticipates generating an additional \$36,400 in revenue from increased water, sewer and trash service during the 10-year abatement period.

Local Competition

The applicant will not be in competition with other local firms.

Annual Purchases

The applicant has projected that the project would generate approximately \$32,275,000 in new operating expenditures to be purchased in the first year growing to \$64,517,874 in the final year of the abatement. Those purchases will total \$467,553,804 over the 10-year period, approximately 5% which will potentially be subject to sales taxes in the City of Olathe 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 3.36 to 1 for the City of Olathe, which translates into an annual rate of return on the City's investment of taxes abated of 335.73%. The payback period for incentives and taxes abated will be approximately 3 years.

County & School District Impact

It is expected that the project will bring approximately 173 total new jobs (direct and in-direct) to the City, with 40 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, 80% are expected to move into the Olathe School District. The impact on the school district would be about 9 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 in the Kansas Bioscience Park near the intersection of Clay Blair Boulevard & Valley Road, north of College Boulevard. The minimum targeted expenditures would be approximately 80% of the projected bond issuance for this project, or \$14,820,000.

A Tax Abatement Cost-Benefit Analysis of Integris BioServices LLC

City or County where the firm is or will be located: City of Olathe
Date of Analysis: Thursday, February 18, 2021

Description of the firm's location or expansion in the community:
Project at KS Bioscience 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:

City:	Olathe
County:	Johnson
School District:	Olathe School District
A neighboring School District:	Gardner Edgerton Schools
Special Taxing District:	Johnson County Community Colleg
Special Taxing District:	School Mills 8
State of Kansas	

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 Schools
Special Taxing District:	Johnson County Community College
Special Taxing District:	School Mills 8
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

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	\$1,448,682	\$1,283,747	\$201,650			\$428,399	\$3,362,478
County: Johnson	\$1,939,313	\$1,151,488				\$759,006	\$3,849,807
S. D: Olathe School Distri		\$3,212,329			\$932,752		\$4,145,081
S. D: Gardner Edgerton		\$0			\$0		\$0
Johnson County Commu		\$484,760				\$469,559	\$954,318
School Mills 8		\$420,889				\$2,662,559	\$3,083,448
State of Kansas	\$10,883,623	\$78,836		\$28,314,761		\$721,335	\$39,998,554

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	\$363,107		\$703,326	\$0	\$1,066,433
County: Johnson	\$387,556		\$630,001	\$0	\$1,017,556
S. D: Olathe School Distri		\$932,752	\$1,759,409		\$2,692,161
S. D: Gardner Edgerton		\$0			\$0
Johnson County Commu	\$214,185		\$264,496		\$478,680
School Mills 8	\$11,624,971		\$0		\$11,624,971
State of Kansas	\$622,504	\$648,680	\$43,167	\$0	\$1,314,351

Net Benefits:

	Total Benefits	Total Costs Incentives and Taxes Abated	Net Benefits
City: Olathe	\$3,362,478	\$1,066,433	\$2,296,044
County: Johnson	\$3,849,807	\$1,017,556	\$2,832,250
S. D: Olathe School Distri	\$4,145,081	\$2,692,161	\$1,452,919
S. D: Gardner Edgerton	\$0	\$0	\$0
Johnson County Commu	\$954,318	\$478,680	\$475,638
School Mills 8	\$3,083,448	\$11,624,971	(\$8,541,523)
State of Kansas	\$39,998,554	\$1,314,351	\$38,684,203

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	\$1,375,948	\$409,837	3 Years	335.73%	3.36
County: Johnson	\$1,638,889	\$367,108	3 Years	446.43%	4.46
S. D: Olathe School Distri	\$845,422	\$1,025,242	More than 10 years.	82.46%	0.82
S. D: Gardner Edgerton	\$0				
Johnson County Commu	\$275,552	\$154,127	6 Years	178.78%	1.79
School Mills 8	(\$4,889,632)	\$0	N/A	0.00%	0.00
State of Kansas	\$22,272,873	\$25,149	During construction period.	88563.65%	885.64

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	96	173
Number of new residents in the community	0	40
Number of additional students in the local school district	0	9
Increase in local personal income	\$10,042,128	\$184,008,060
Increase in local retail sales	\$4,518,958	\$82,803,627
Increase in the community's property tax base	\$18,525,000	\$27,037,130

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	\$15,000	\$0	\$0	\$83,275	\$98,275
1	\$84,655	\$97,913	\$20,165	\$20,937	\$223,669
2	\$94,248	\$99,602	\$20,165	\$23,244	\$237,259
3	\$111,235	\$101,370	\$20,165	\$27,802	\$260,571
4	\$130,786	\$103,219	\$20,165	\$32,903	\$287,073
5	\$152,286	\$105,154	\$20,165	\$38,372	\$315,977
6	\$158,447	\$149,895	\$20,165	\$39,024	\$367,531
7	\$164,924	\$152,603	\$20,165	\$39,687	\$377,379
8	\$171,737	\$155,305	\$20,165	\$40,362	\$387,569
9	\$178,907	\$158,000	\$20,165	\$41,048	\$398,121
10	\$186,458	\$160,686	\$20,165	\$41,746	\$409,055
Total	\$1,448,682	\$1,283,747	\$201,650	\$428,399	\$3,362,478

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	\$19,403	\$53,852	\$0	\$73,255
2	\$22,251	\$54,767	\$0	\$77,018
3	\$28,000	\$55,699	\$0	\$83,699
4	\$34,449	\$56,645	\$0	\$91,095
5	\$41,369	\$57,608	\$0	\$98,977
6	\$42,072	\$82,111	\$0	\$124,183
7	\$42,787	\$83,507	\$0	\$126,294
8	\$43,515	\$84,927	\$0	\$128,441
9	\$44,254	\$86,371	\$0	\$130,625
10	\$45,007	\$87,839	\$0	\$132,846
Total	\$363,107	\$703,326	\$0	\$1,066,433

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	\$98,275	\$0	\$98,275	\$98,275	\$0
1	\$223,669	\$73,255	\$150,413	\$136,739	\$48,956
2	\$237,259	\$77,018	\$160,240	\$132,429	\$45,262
3	\$260,571	\$83,699	\$176,872	\$132,886	\$41,847
4	\$287,073	\$91,095	\$195,978	\$133,855	\$38,689
5	\$315,977	\$98,977	\$216,999	\$134,739	\$35,770
6	\$367,531	\$124,183	\$243,347	\$137,363	\$46,349
7	\$377,379	\$126,294	\$251,084	\$128,845	\$42,852
8	\$387,569	\$128,441	\$259,127	\$120,884	\$39,618
9	\$398,121	\$130,625	\$267,495	\$113,443	\$36,629
10	\$409,055	\$132,846	\$276,209	\$106,490	\$33,865
Total	\$3,362,478	\$1,066,433	\$2,296,044	\$1,375,948	\$409,837

Discounted payback period for taxes abated and incentives 3 Years

Average annual rate of return over the next ten years on the city's investment of taxes abated and incentives for the firm 335.73%

Cost-Benefit Ratio 3.36

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	\$29,500	\$0	\$0	\$29,500
1	\$109,937	\$87,705	\$34,880	\$232,522
2	\$123,089	\$89,225	\$41,919	\$254,234
3	\$147,069	\$90,833	\$56,195	\$294,097
4	\$174,748	\$92,530	\$71,861	\$339,139
5	\$205,213	\$94,322	\$88,510	\$388,045
6	\$212,955	\$134,459	\$90,015	\$437,429
7	\$221,059	\$136,938	\$91,545	\$449,542
8	\$229,546	\$139,397	\$93,102	\$462,044
9	\$238,438	\$141,834	\$94,684	\$474,956
10	\$247,759	\$144,245	\$96,294	\$488,298
Total	\$1,939,313	\$1,151,488	\$759,006	\$3,849,807

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	\$19,360	\$48,238	\$0	\$67,598
2	\$22,658	\$49,058	\$0	\$71,715
3	\$29,331	\$49,892	\$0	\$79,222
4	\$36,733	\$50,740	\$0	\$87,473
5	\$44,638	\$51,602	\$0	\$96,241
6	\$45,397	\$73,551	\$0	\$118,948
7	\$46,169	\$74,801	\$0	\$120,970
8	\$46,954	\$76,073	\$0	\$123,026
9	\$47,752	\$77,366	\$0	\$125,118
10	\$48,564	\$78,681	\$0	\$127,245
Total	\$387,556	\$630,001	\$0	\$1,017,556

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	\$29,500	\$0	\$29,500	\$29,500	\$0
1	\$232,522	\$67,598	\$164,924	\$149,930	\$43,852
2	\$254,234	\$71,715	\$182,519	\$150,842	\$40,543
3	\$294,097	\$79,222	\$214,874	\$161,438	\$37,484
4	\$339,139	\$87,473	\$251,666	\$171,891	\$34,655
5	\$388,045	\$96,241	\$291,804	\$181,187	\$32,041
6	\$437,429	\$118,948	\$318,480	\$179,773	\$41,517
7	\$449,542	\$120,970	\$328,572	\$168,609	\$38,384
8	\$462,044	\$123,026	\$339,017	\$158,153	\$35,488
9	\$474,956	\$125,118	\$349,837	\$148,365	\$32,810
10	\$488,298	\$127,245	\$361,053	\$139,201	\$30,334
Total	\$3,849,807	\$1,017,556	\$2,832,250	\$1,638,889	\$367,108

Discounted payback period for taxes abated and incentives 3 Years

Average annual rate of return over the next ten years on the county's investment of taxes abated and incentives for the firm 446.43%

Cost-Benefit Ratio 4.46

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	\$244,934	\$0	\$244,934
2	\$249,164	\$16,860	\$266,024
3	\$253,601	\$51,441	\$305,042
4	\$258,253	\$87,193	\$345,446
5	\$263,129	\$124,146	\$387,274
6	\$375,087	\$126,256	\$501,343
7	\$381,894	\$128,402	\$510,296
8	\$388,678	\$130,585	\$519,263
9	\$395,434	\$132,805	\$528,239
10	\$402,156	\$135,063	\$537,219
Total	\$3,212,329	\$932,752	\$4,145,081

Total costs for the School District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$0	\$134,714	\$134,714
2	\$16,860	\$137,004	\$153,864
3	\$51,441	\$139,333	\$190,774
4	\$87,193	\$141,702	\$228,895
5	\$124,146	\$144,111	\$268,256
6	\$126,256	\$205,406	\$331,662
7	\$128,402	\$208,898	\$337,300
8	\$130,585	\$212,449	\$343,034
9	\$132,805	\$216,061	\$348,866
10	\$135,063	\$219,734	\$354,796
Total	\$932,752	\$1,759,409	\$2,692,161

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	\$244,934	\$134,714	\$110,220	\$100,200	\$122,467
2	\$266,024	\$153,864	\$112,160	\$92,694	\$113,226
3	\$305,042	\$190,774	\$114,268	\$85,851	\$104,683
4	\$345,446	\$228,895	\$116,551	\$79,606	\$96,784
5	\$387,274	\$268,256	\$119,018	\$73,901	\$89,481
6	\$501,343	\$331,662	\$169,681	\$95,781	\$115,946
7	\$510,296	\$337,300	\$172,996	\$88,774	\$107,198
8	\$519,263	\$343,034	\$176,228	\$82,212	\$99,109
9	\$528,239	\$348,866	\$179,373	\$76,072	\$91,631
10	\$537,219	\$354,796	\$182,422	\$70,332	\$84,717
Total	\$4,145,081	\$2,692,161	\$1,452,919	\$845,422	\$1,025,242

Discounted payback period for taxes abated and incentives More than 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 82.46%

Cost-Benefit Ratio 0.82

Costs and Benefits for a neighboring School District: Gardner Edgerton Schools

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 Schools

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	\$36,821	\$27,360	\$64,181
2	\$37,466	\$30,608	\$68,074
3	\$38,161	\$37,141	\$75,303
4	\$38,908	\$44,608	\$83,516
5	\$39,709	\$52,683	\$92,393
6	\$56,611	\$53,579	\$110,190
7	\$57,697	\$54,490	\$112,187
8	\$58,762	\$55,416	\$114,178
9	\$59,803	\$56,358	\$116,162
10	\$60,820	\$57,316	\$118,136
Total	\$484,760	\$469,559	\$954,318

Total costs for the Special Taxing District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$12,480	\$20,252	\$32,732
2	\$13,961	\$20,596	\$34,557
3	\$16,942	\$20,946	\$37,888
4	\$20,347	\$21,302	\$41,650
5	\$24,031	\$21,664	\$45,695
6	\$24,439	\$30,879	\$55,319
7	\$24,855	\$31,404	\$56,259
8	\$25,277	\$31,938	\$57,215
9	\$25,707	\$32,481	\$58,188
10	\$26,144	\$33,033	\$59,177
Total	\$214,185	\$264,496	\$478,680

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	\$64,181	\$32,732	\$31,449	\$28,590	\$18,411
2	\$68,074	\$34,557	\$33,516	\$27,699	\$17,022
3	\$75,303	\$37,888	\$37,414	\$28,110	\$15,737
4	\$83,516	\$41,650	\$41,866	\$28,595	\$14,550
5	\$92,393	\$45,695	\$46,697	\$28,995	\$13,452
6	\$110,190	\$55,319	\$54,871	\$30,973	\$17,430
7	\$112,187	\$56,259	\$55,927	\$28,699	\$16,115
8	\$114,178	\$57,215	\$56,962	\$26,573	\$14,899
9	\$116,162	\$58,188	\$57,973	\$24,586	\$13,775
10	\$118,136	\$59,177	\$58,959	\$22,731	\$12,736
Total	\$954,318	\$478,680	\$475,638	\$275,552	\$154,127

Discounted payback period for taxes abated and incentives 6 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 178.78%

Cost-Benefit Ratio 1.79

Costs and Benefits for Special Taxing District: School Mills 8

Benefits to the special taxing district from the firm, its employees and spin-off benefits:

Year	Property Taxes	Additional Revenues	Total
1	\$32,050	\$0	\$32,050
2	\$32,606	\$48,129	\$80,735
3	\$33,195	\$146,840	\$180,035
4	\$33,818	\$248,894	\$282,712
5	\$34,476	\$354,376	\$388,852
6	\$49,147	\$360,400	\$409,548
7	\$50,057	\$366,527	\$416,584
8	\$50,958	\$372,758	\$423,716
9	\$51,850	\$379,095	\$430,945
10	\$52,731	\$385,540	\$438,271
Total	\$420,889	\$2,662,559	\$3,083,448

Total costs for the Special Taxing District:

Year	Additional Costs	Property Taxes Abated	Total
1	\$467,200	\$0	\$467,200
2	\$587,853	\$0	\$587,853
3	\$833,140	\$0	\$833,140
4	\$1,098,883	\$0	\$1,098,883
5	\$1,379,667	\$0	\$1,379,667
6	\$1,403,122	\$0	\$1,403,122
7	\$1,426,975	\$0	\$1,426,975
8	\$1,451,233	\$0	\$1,451,233
9	\$1,475,904	\$0	\$1,475,904
10	\$1,500,995	\$0	\$1,500,995
Total	\$11,624,971	\$0	\$11,624,971

Net Costs and Benefits for Special Taxing District: School Mills 8

Year	Public Benefits	Total Costs and Property Taxes Abated	Net Benefits or (Costs)	Present Value of Net Benefits	Present Value of Taxes Abated
1	\$32,050	\$467,200	(\$435,150)	(\$395,591)	\$0
2	\$80,735	\$587,853	(\$507,119)	(\$419,107)	\$0
3	\$180,035	\$833,140	(\$653,105)	(\$490,687)	\$0
4	\$282,712	\$1,098,883	(\$816,171)	(\$557,456)	\$0
5	\$388,852	\$1,379,667	(\$990,815)	(\$615,218)	\$0
6	\$409,548	\$1,403,122	(\$993,574)	(\$560,847)	\$0
7	\$416,584	\$1,426,975	(\$1,010,391)	(\$518,490)	\$0
8	\$423,716	\$1,451,233	(\$1,027,518)	(\$479,345)	\$0
9	\$430,945	\$1,475,904	(\$1,044,960)	(\$443,165)	\$0
10	\$438,271	\$1,500,995	(\$1,062,724)	(\$409,726)	\$0
Total	\$3,083,448	\$11,624,971	(\$8,541,523)	(\$4,889,632)	\$0

Discounted payback period for taxes abated and incentives N/A

Average annual rate of return over the next ten years on the taxing district's investment of taxes abated and incentives for the firm 0.00%

Cost-Benefit Ratio 0.00

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	\$195,000	\$0	\$381,531	\$0	\$576,531
1	\$608,489	\$6,009	\$1,259,730	\$33,920	\$1,908,149
2	\$682,943	\$6,114	\$1,429,429	\$40,864	\$2,159,349
3	\$820,789	\$6,223	\$2,202,297	\$53,464	\$3,082,773
4	\$980,131	\$6,338	\$2,668,265	\$68,882	\$3,723,615
5	\$1,155,582	\$6,458	\$3,179,317	\$83,727	\$4,425,084
6	\$1,197,239	\$9,206	\$3,262,424	\$85,151	\$4,554,019
7	\$1,240,714	\$9,373	\$3,348,024	\$86,598	\$4,684,710
8	\$1,286,110	\$9,540	\$3,436,193	\$88,071	\$4,819,913
9	\$1,333,532	\$9,706	\$3,527,007	\$89,568	\$4,959,812
10	\$1,383,094	\$9,871	\$3,620,545	\$91,090	\$5,104,600
Total	\$10,883,623	\$78,836	\$28,314,761	\$721,335	\$39,998,554

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	\$28,800	\$0	\$3,305	\$0	\$32,105
2	\$34,906	\$13,596	\$3,361	\$0	\$51,864
3	\$45,930	\$34,568	\$3,418	\$0	\$83,916
4	\$59,465	\$63,281	\$3,477	\$0	\$126,222
5	\$72,419	\$85,809	\$3,536	\$0	\$161,763
6	\$73,650	\$87,267	\$5,040	\$0	\$165,957
7	\$74,902	\$88,751	\$5,125	\$0	\$168,778
8	\$76,175	\$90,260	\$5,212	\$0	\$171,647
9	\$77,470	\$91,794	\$5,301	\$0	\$174,565
10	\$78,787	\$93,355	\$5,391	\$0	\$177,533
Total	\$622,504	\$648,680	\$43,167	\$0	\$1,314,351

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	\$576,531	\$0	\$576,530	\$576,530	\$0
1	\$1,908,149	\$32,105	\$1,876,043	\$1,705,493	\$3,004
2	\$2,159,349	\$51,864	\$2,107,484	\$1,741,722	\$2,777
3	\$3,082,773	\$83,916	\$2,998,856	\$2,253,084	\$2,568
4	\$3,723,615	\$126,222	\$3,597,392	\$2,457,067	\$2,374
5	\$4,425,084	\$161,763	\$4,263,321	\$2,647,186	\$2,195
6	\$4,554,019	\$165,957	\$4,388,062	\$2,476,946	\$2,844
7	\$4,684,710	\$168,778	\$4,515,932	\$2,317,387	\$2,630
8	\$4,819,913	\$171,647	\$4,648,266	\$2,168,450	\$2,431
9	\$4,959,812	\$174,565	\$4,785,246	\$2,029,411	\$2,248
10	\$5,104,600	\$177,533	\$4,927,066	\$1,899,597	\$2,078
Total	\$39,998,554	\$1,314,351	\$38,684,203	\$22,272,873	\$25,149

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 88563.65%

Cost-Benefit Ratio 885.64

Local rates and constants used in the Analysis of Integrus BioServices LLC

City:

<input type="text" value="Olathe"/>	City name
<input type="text" value="24.44"/>	City mill levy
<input type="text" value="\$296,642"/>	Average market value of new residential property in the city
<input type="text" value="1.500%"/>	City sales tax rate
<input type="text" value="6.000%"/>	City transient guest tax rate
<input type="text" value="\$103"/>	Annual net revenues per household for city owned utilities
<input type="text" value="\$236"/>	Average annual utility franchise fees collected per household
<input type="text" value="\$103"/>	Annual revenues per resident, in addition to property, transient guest and sales taxes, utilities and utility franchise fees
<input type="text" value="\$133"/>	The city's annual marginal cost of providing municipal services, excluding utilities, to each new resident
<input type="text" value="\$94"/>	Annual per worker revenues for the city from businesses -- in addition to property, transient guest and sales taxes and utilities
<input type="text" value="\$121"/>	Annual marginal cost, per worker, of providing city services, excluding utilities, to businesses

County:

<input type="text" value="Johnson"/>	Name of county
<input type="text" value="21.8920"/>	County mill levy
<input type="text" value="\$281,260"/>	Average market value of new residential property in the county
<input type="text" value="1.475%"/>	County sales tax rate
<input type="text" value="0.000%"/>	County transient guest tax rate
<input type="text" value="\$496"/>	The county's annual revenues per resident, excluding property; transient guest and sales taxes
<input type="text" value="\$171"/>	The county's annual marginal cost of providing municipal services to each new resident
<input type="text" value="1.00"/>	Regional economic multiplier adjustment for the County
<input type="text" value="\$218"/>	Annual per worker revenues for the county from businesses -- in addition to property, transient guest and sales taxes and utilities
<input type="text" value="\$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

<input type="text" value="Olathe School District"/>	Name of school district
<input type="text" value="61.138"/>	School district 1's local option mill levy
<input type="text" value="\$279,734"/>	Average market value of new residential property in school district 1
<input type="text" value="\$12,734"/>	School district 1's estimated marginal cost per child
<input type="text" value="\$8,361"/>	State funding per child in school district 1
<input type="text" value="\$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

<input type="text" value="Gardner Edgerton Schools"/>	Name of school district
---	-------------------------

56.682	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
9.191	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 8	Special tax district 2
8	Special tax district 2's mill levy
\$294,111	Average market value of new residential property in special tax district 2
\$11,154.00	Special tax district 2's cost per resident
\$8,234.00	Special tax district 2's annual addl. revenues (excl prop taxes) from each new resident
\$2,920	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 2/217/20Updated 8/17 to account for the now excluded prorated 8 mills from the general school fund

Market or retail value of the firm's initial new or additional investment in: 1

\$25,000	Land
\$16,000,000	Building and improvements
\$2,500,000	Furniture, Fixtures and Equipment

Sum of the firm's initial new or additional investment
\$18,525,000

Projected Expansions

6 Year of 2nd Expansion

\$0	Land
\$7,000,000	Building and improvements
\$1,250,000	Furniture, Fixtures and Equipment

Sum of the firm's second expansion investment
\$8,250,000

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:	\$200,000
Year 2:	\$200,000
Year 3:	\$200,000
Year 4:	\$200,000
Year 5:	\$200,000
Year 6:	\$200,000
Year 7:	\$200,000
Year 8:	\$200,000
Year 9:	\$200,000
Year 10:	\$200,000
Total:	\$2,000,000

Annual operating expenditures by the firm subject to sales taxes:

Year 1:	\$32,275,000
Year 2:	\$34,857,000
Year 3:	\$37,645,560
Year 4:	\$40,657,205
Year 5:	\$43,909,781
Year 6:	\$47,422,564
Year 7:	\$51,216,369
Year 8:	\$55,313,678
Year 9:	\$59,738,773
Year 10:	\$64,517,874
Total:	\$467,553,804

Percent of sales subject to sales taxes in the:

City:	20.00%
County:	20.00%
State:	20.00%

Percent of annual taxable operating expenditures in the:

City:	5.00%
County:	5.00%
State:	5.00%

% of sales on which state corporate income taxes will be computed (ie: Annual net taxable income)

0.00%

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:	\$3,640
Year 2:	\$3,640
Year 3:	\$3,640
Year 4:	\$3,640
Year 5:	\$3,640
Year 6:	\$3,640
Year 7:	\$3,640
Year 8:	\$3,640
Year 9:	\$3,640
Year 10:	\$3,640
Total:	\$36,400

City utility franchise fees to be collected on the firm's utility usage

Construction period	\$0
Year 1:	\$16,525
Year 2:	\$16,525
Year 3:	\$16,525
Year 4:	\$16,525
Year 5:	\$16,525
Year 6:	\$16,525
Year 7:	\$16,525
Year 8:	\$16,525
Year 9:	\$16,525
Year 10:	\$16,525
Total:	\$165,250

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:	\$83,275	\$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

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:	160
Year 2:	16
Year 3:	34
Year 4:	38
Year 5:	40
Year 6:	0
Year 7:	0
Year 8:	0
Year 9:	0
Year 10:	0
Total:	288

Year 1:	0
Year 2:	2
Year 3:	3
Year 4:	4
Year 5:	3
Year 6:	0
Year 7:	0
Year 8:	0
Year 9:	0
Year 10:	0
Total:	12

Year 1:	0
Year 2:	2
Year 3:	4
Year 4:	4
Year 5:	4
Year 6:	0
Year 7:	0
Year 8:	0
Year 9:	0
Year 10:	0
Total:	14

New indirect employees who will be moving to the county, as
a per cent of new direct employees:

From out-of-State:

Total moving to the county:

Employee salary and household information

6

Average annual
salaries of
employees

Year 1:	\$69,737
Year 2:	\$71,829
Year 3:	\$73,984
Year 4:	\$76,204
Year 5:	\$78,490
Year 6:	\$80,844
Year 7:	\$83,270
Year 8:	\$85,768
Year 9:	\$88,341
Year 10:	\$90,991
Total:	\$799,457

Where new employees moving to the county
will live

<input type="text" value="70.00%"/>	In the City.
<input type="text" value="80.00%"/>	In the school district where the firm is located.
<input type="text" value="0.00%"/>	In school district 2
<input type="text" value="100.00%"/>	In special taxing district 1.
<input type="text" value="100.00%"/>	In special taxing district 2.

Where employees will shop, as a percent of their total shopping:

<input type="text" value="80.00%"/>	In Kansas.
<input type="text" value="60.00%"/>	Within the County.
<input type="text" value="40.00%"/>	In the City.

Household size of a typical new worker at the firm.

Number of school age children in the household of
a typical new worker at the firm.

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.

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	55.00%	55.00%	100.00%
Year2	55.00%	55.00%	100.00%
Year3	55.00%	55.00%	100.00%
Year4	55.00%	55.00%	100.00%
Year5	55.00%	55.00%	100.00%
Year6	55.00%	55.00%	100.00%
Year7	55.00%	55.00%	100.00%
Year8	55.00%	55.00%	100.00%
Year9	55.00%	55.00%	100.00%
Year10	55.00%	55.00%	100.00%

Property taxes to be abated by the following taxing entities:

- ☒ = Yes - Taxes to be abated
☒ City ☒ Special Taxing District 1
☒ County ☐ Special Taxing District 2
☒ School District ☒ The State

Construction

9

	Initial construction or expansion	2nd Expansion	3rd Expansion	4th Expansion
Construction Cost	\$16,000,000	\$0	\$0	\$0
Construction Profit Percentage	4.00%	0.00%	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:	\$5,000,000	\$0	\$0	\$0
Construction Salaries spent in:				
Kansas	\$3,000,000	\$0	\$0	\$0
The County	\$2,000,000	\$0	\$0	\$0
The City	\$1,000,000	\$0	\$0	\$0
Amt. paid to avg. cons. worker	\$55,555	\$0	\$0	\$0
HH size - avg. cons. worker:	2.79	0	0	0
Nr. cons. workers:	90	0	0	0

Visitors

10

<p>Number of out-of-town visitors expected at the firm each year</p> <table border="1" style="margin-top: 10px;"> <tr><td>Year 1:</td><td>420</td></tr> <tr><td>Year 2:</td><td>420</td></tr> <tr><td>Year 3:</td><td>420</td></tr> <tr><td>Year 4:</td><td>420</td></tr> <tr><td>Year 5:</td><td>420</td></tr> <tr><td>Year 6:</td><td>420</td></tr> <tr><td>Year 7:</td><td>420</td></tr> <tr><td>Year 8:</td><td>420</td></tr> <tr><td>Year 9:</td><td>420</td></tr> <tr><td>Year 10:</td><td>420</td></tr> <tr><td>Total:</td><td>4,200</td></tr> </table>	Year 1:	420	Year 2:	420	Year 3:	420	Year 4:	420	Year 5:	420	Year 6:	420	Year 7:	420	Year 8:	420	Year 9:	420	Year 10:	420	Total:	4,200	<div style="border: 1px solid black; width: 50px; text-align: center; margin-bottom: 10px;">2</div> <p>Average number of days that each visitor will stay in the city</p> <p>Daily retail spending by a visitor, excluding lodging:</p> <div style="border: 1px solid black; width: 50px; text-align: center; margin-bottom: 10px;">\$90</div> <p>In the City</p> <div style="border: 1px solid black; width: 50px; text-align: center; margin-bottom: 10px;">\$90</div> <p>Anywhere in the County</p> <p>The number of nights that a typical visitor will stay in a local hotel or motel:</p> <div style="border: 1px solid black; width: 50px; text-align: center; margin-bottom: 10px;">2</div> <p>In the City</p> <div style="border: 1px solid black; width: 50px; text-align: center; margin-bottom: 10px;">0</div> <p>Anywhere in the County</p> <p>Average daily hotel / motel room rates:</p> <div style="border: 1px solid black; width: 50px; text-align: center; margin-bottom: 10px;">117</div> <p>In the City</p> <div style="border: 1px solid black; width: 50px; text-align: center; margin-bottom: 10px;">98</div> <p>Anywhere in the County</p>
Year 1:	420																						
Year 2:	420																						
Year 3:	420																						
Year 4:	420																						
Year 5:	420																						
Year 6:	420																						
Year 7:	420																						
Year 8:	420																						
Year 9:	420																						
Year 10:	420																						
Total:	4,200																						



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: City Manager's Office

STAFF CONTACT: Susan Sherman, Deputy City Manager

SUBJECT: Johnson County staff will present the planning process and current plans for the County Square project in downtown Olathe.

ITEM DESCRIPTION:

Presentation on the County Square Project.

SUMMARY:

The Johnson County Courthouse project has always included a component for redeveloping the site of the old courthouse. Following the completion of the new courthouse, the county is now ready to begin the first phase of the project that would demolish the old courthouse and begin the redevelopment of the County Square.

As part of this project the County established a community-based steering committee to review and participate in the development of options for the redevelopment of the county square area. This process included public engagement and several meetings of the steering committee.

The presentation tonight will outline the process used by the County and the steering committee as well as show plans as they stand today for this project. There will likely be a phased approach to the development of this area. City staff has participated in this process and continue to be interested in the "activation" of our downtown area, including this site.

County staff will make this presentation and will then stand for questions, comments or feedback.

FINANCIAL IMPACT:

For the full development of this project, joint funding between the city and the county will be needed.

ACTION NEEDED:

Receive presentation and provide feedback on the project.

ATTACHMENT(S):

None



City of Olathe

COUNCIL AGENDA ITEM

MEETING DATE: 3/2/2021

FOCUS AREA: Infrastructure (Engineering)

STAFF CONTACT: Mary Jaeger/Beth Wright

SUBJECT: This presentation and discussion will provide Council with an update on the design for the Downtown Library.

ITEM DESCRIPTION:

Discussion of the Downtown Library Project, PN 6-C-020-20.

SUMMARY:

The Downtown Library project is included in the approved 2021-2025 Capital Improvement Plan (CIP) with a total project budget of \$25 million. Funding for the project was approved on September 15, 2020, as was an agreement with Lane4 Property Group (Lane4) for project management and owner's representative services for the project. On December 1, 2020, the City Council approved agreements with Gould Evans for the design of the project and with McCown Gordon Construction for construction management of the project.

On January 19, 2021, representatives with Lane4 and the Gould Evans design team provided the City Council with an update on the concept design of the building. The presentation focused on the building massing and design, and reviewed options for exterior building materials. Following the January 19th presentation and with the feedback received from the City Council, the project team has continued to work with City staff to advance the project into the schematic design phase.

Tonight, representatives with Lane4 and the Gould Evans design team will lead a presentation of the schematic design. This presentation to the City Council will focus on reviewing the site development plan, reviewing the updated exterior design based on feedback received at the January 19th Council meeting, and reviewing the interior library layout and programming. Lane4 will provide an update on the project schedule including the dates for neighborhood meetings, the plan review process with the Planning Commission, rezoning and platting.

FINANCIAL IMPACT:

The Downtown Library project is funded with \$25.0 million in general obligation bonds as approved in the 2021-2025 Capital Improvement Plan.

ACTION NEEDED:

Staff requests the City Council provide feedback and direction related to the schematic design presentation.

ATTACHMENT(S):

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

**Project Location Map
Olathe Downtown Library
Project No. 6-C-020-20**



Attachment B

Funding Sources:	Amount	CIP Year
General Obligation Bonds	\$ 25,000,000	2023

Expenditures:	Budget	Amount to Date
Land Acquisition	\$ 1,200,000	\$ 996,283
Staff Costs	\$ 150,000	\$ 14,180
Project Management & Owner's Rep.Services	\$ 920,000	\$ 0
Design	\$ 1,702,000	\$ 138,283
Preconstruction Services	\$ 85,000	\$ 26,600
Construction	\$ 15,735,000	\$ 0
Utilities	\$ 375,000	\$ 0
Inspection/Testing/Commissioning	\$ 200,000	\$ 0
FFE	\$ 2,200,000	\$ 0
Public Art	\$ 200,000	\$ 0
Contingency	\$2,233,000	\$ 0
Total	\$ 25,000,000	\$ 1,175,346