



INTERGOVERNMENTAL AGREEMENT

Between:

CITY OF OLATHE, KANSAS

And

WATER DISTRICT NO. 1 OF JOHNSON COUNTY

Dated:

September 3, 2013

Return to:

Water District No. 1 of Johnson County

10747 Renner Boulevard

Lenexa, KS 66219

Atten: Guy Lawler

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 3 day of September, 2013, by and between the City of Olathe, Kansas, a political subdivision of the State of Kansas, hereinafter referred to as "Olathe", and Water District No. 1 of Johnson County, Kansas, a quasi-municipal corporation of the State of Kansas, hereinafter called "WaterOne",

WITNESSETH,

Preamble

WHEREAS, WaterOne is a quasi-municipal body corporate, organized and existing pursuant to K.S.A. 19-3501, et seq.; and

WHEREAS, Olathe is a municipal body organized and existing under the laws of the State of Kansas with zoning authority over real property within its boundaries; and

WHEREAS, Olathe and WaterOne are both political subdivisions of the State of Kansas and are authorized to enter into agreements with one another pursuant to K.S.A. 12-2901 et seq. for the promotion of intergovernmental cooperation; and

WHEREAS, WaterOne has determined an immediate need for a pump station and reservoir and a future need for an elevated water storage tank to meet the water supply needs of its current and future customers; and

WHEREAS, after considerable study and site evaluation, WaterOne identified vacant property in the vicinity of 159th & Hedge Lane in Olathe, Kansas to locate a pump station and reservoir(s); and

WHEREAS, after considerable study and site evaluation, WaterOne identified vacant property in the vicinity of K-7 & K-10 in Olathe, Kansas to locate a future elevated water storage tank; and

WHEREAS, Olathe and WaterOne have engaged in discussions related to construction of the pump station and reservoir in the vicinity of 159th & Hedge Lane and the elevated water storage tank in the vicinity of K-7 & K-10, said lands, pump station, reservoir(s), water storage tank and related amenities hereinafter referred to as the “Planned Facilities” and have identified opportunities for municipal cooperation; and

WHEREAS, Olathe and WaterOne desire to enter into a comprehensive agreement to memorialize their municipal cooperation related to the Planned Facilities; and

WHEREAS, WaterOne desires to cooperate and consult with Olathe concerning the configuration, aesthetics and impacts of the Planned Facilities and to consider local objections, concerns and input in order to minimize, to the extent possible, any negative effects of the Planned Facilities on surrounding properties in recognition of Olathe’s essential function and authority in land use planning; and

WHEREAS, Olathe desires to support improvement of WaterOne’s supply and distribution system for the benefit of its citizens by cooperating with WaterOne in recognition of its essential function and authority; and

WHEREAS, Olathe and WaterOne have consulted on the construction of the Planned Facilities and have reached this agreement; and

WHEREAS, Olathe asserts that the Olathe Development Ordinance is applicable to this land, and WaterOne believes that under the law it is entitled to qualified immunity from such zoning procedures so long as the public health, safety and welfare are adequately and reasonably evaluated and protected by WaterOne; and

WHEREAS, by entering into this Agreement, the parties acknowledge that neither waives its rights to assert its position regarding zoning authority in Court; and

WHEREAS, both Olathe and WaterOne are performing essential functions of local government in exercising their respective duties and authorities; and

WHEREAS, the parties concur that the governmental agreement to be executed herein creates an agreed upon lawful method for resolving such questions without recourse to courts of the State of Kansas; and

WHEREAS, the parties each hereby reserve their respective rights under the laws of the State of Kansas and their respective jurisdictions and the same are not waived or extinguished by this agreement or upon expiration of this document; and

WHEREAS, by this Agreement, and pursuant to the statutes aforesaid, Olathe and WaterOne now undertake to record the agreed terms and conditions of WaterOne's use and operation of the Planned Facilities without having to determine any issues of law and without either party to this Agreement conceding, waiving or relinquishing any legal right, authority or immunity which either may have; and

NOW, THEREFORE, in consideration of the premises, provisions, conditions and covenants of this Intergovernmental Agreement, "Agreement", the parties hereto agree as follows:

Covenants and Provisions

Section 1: Purpose

The parties hereto enter into this Agreement for the purpose of establishing Olathe's and WaterOne's rights, powers, duties and responsibilities to each other hereto in connection with the location, configuration, construction, aesthetics and maintenance of the Planned Facilities.

Section 2: Mutual Responsibilities

Both Olathe and WaterOne have the authority and responsibility to ensure and protect the public health, safety and welfare and to ensure that the location and use of the Planned Facilities benefit the community and do not unreasonably adversely affect surrounding properties. In order to avoid potential conflicts in their respective considerations and determinations, which would be costly and disruptive in intergovernmental cooperation and harmony, the parties agree that it would be mutually advantageous to enter into this Agreement.

Section 3: Olathe Regulation and Review

A. WaterOne agrees to submit the following to Olathe for review:

1. Legal description of the property.
2. Names, addresses, telephone number and e-mail address of the applicant.
3. A statement of the reasons why the application is being requested.
4. The minutes of the meeting(s) between the applicant and the property owners and homes associations within the notification area, if determined to be required during the pre-application meeting.
5. A site development plan as set forth in Section 18.12.170, namely, to wit:

All site development plans are to be drawn to a standard engineer's scale. The actual scale used will depend on the development and shall be subject to the approval of the Development Services Director or designee. Nine (9) copies of the site development plan shall be submitted in support of the application. In addition, one (1) copy of the proposed site plan and one (1) copy of the proposed building elevations, reduced onto eight and one-half (8½) inch by eleven (11) inch paper and one (1) digital file shall be submitted with the application. The site development plan shall contain the following information:

(A) Existing uses, activities and influences on the site and adjacent properties, within two hundred (200) feet:

- (1) All public streets and easements which are of record. Sufficient dimensions and information to indicate existing and proposed rights-of way, pavement width and type, number of lanes, medians and median breaks, sidewalks, existing and proposed driveways (to the degree that they appear on plans on file with the City).
- (2) Any buildings which exist or are proposed to the degree that their location and size are shown on plans on file with the City. One (1) and two (2) family residential buildings may be shown in approximate location and general size and shape. Indicate the status of structures on the site (i.e., vacant, to be removed; good condition, interior remodel only; new, as is; etc.). Indicate the style, type and construction materials of buildings on adjoining properties (i.e., two-story, brown brick ranch residence; 20 foot tall tinted concrete panel industrial building; etc.)
- (3) Existing and proposed finished grades or contours at two (2) foot intervals. Identify any land areas within the one hundred (100) year floodplain. Existing streams, drainage channels and other bodies of water. All existing and proposed slopes in excess of ten (10) percent.

- (4) The location, size, cross-section and calculation of any drainage structures, such as culverts, paved or earthen ditches or storm water sewers and inlets.
- (5) Location, massing and pattern of existing vegetation. Indicate proposed on-site preservation.
- (6) Existing zoning and land use of site and surrounding properties.

(B) Proposed development of the site including:

- (1) Proposed location of buildings and other structures, parking areas, driveways, walks, noise generation sources (refrigeration units, mechanical equipment, loading docks, etc.) screening, drainage control, landscaping and proposed utility connection layouts for water and sewer. Sufficient dimensions to indicate setbacks, relationship between buildings, property lines, intersections, easements, parking areas and other elements of the plan. If applicable, indicate focal points, site amenities, views within and vistas from the site which are to be emphasized.
- (2) Building elevations depicting the architectural style, size, exterior construction materials, colors, of the buildings proposed. Where several building types are proposed, such as, one and two unit dwellings, apartments and commercial buildings, a separate sketch shall be prepared for each type. If an architectural theme is planned, elaborate on the intent and extent of the scheme and provide details, focal points, etc., (i.e., material rustification, period lighting, pavement patterns). Elevations shall be drawn to a standard architectural scale and dimensions provided to determine relationship between various elements, building height, proportion, adequate screening of mechanical equipment, etc.
- (3) A schedule shall be included indicating total floor area, dwelling units, land area, parking spaces, land use intensity and all other quantities relative to the submitted plan that are required to determine compliance with this ordinance.
- (4) Proposed neighborhood amenities, if required, and construction phasing.
- (5) General extent and character of all proposed landscaping noting common and botanical names and planting size. Site plans submitted for a plan review, special use permit, or final plat shall submit a complete landscaping plan pursuant to Section 18.62.030, namely, to wit:

All landscaping plans shall include the following information:

- (a) North arrow and scale.
- (b) Topographic information and final grading adequate to identify and properly specify planting for areas needing slope protection.

(c) The location, size and type of all above-ground and underground utility easements and structures with proper easement notation, where appropriate, as to any safety hazards to avoid during installation of landscaping.

(d) The location and size and surface of materials of all existing and proposed structures, parking lots and drives, sidewalks, refuse disposal areas, fences, recreational facilities, and other freestanding structural features as determined necessary by the City.

(e) The location, size, spread (at the time of planting), type and quantity of all proposed landscaping materials, along with common and botanical names of all plant species. The size, grading and condition shall be specified according to *The American Standard for Nursery Stock*, as published by the American Association of Nurserymen.

(f) Mature sizes of plant materials shall be drawn to scale and identified on the plan by its common and botanical name.

(g) Location and identification of hose connections and other watering sources.

(h) Location of the boundaries of any required tree preservation area, traffic sight distance triangle, buffer, and/or landscape easement and/or area.

(i) The location of all existing trees, 8-inch caliper or larger, measured at 4-1/2 feet above ground level, that are proposed for removal and/or to be preserved.

(j) All screening required by this chapter.

(k) The plan shall identify how the City's Crime Prevention through Environmental Design (CPTED) techniques have been incorporated into the layout and design of the landscape plan. Such techniques are optional, but encouraged, and are site specific."

(6) Proposed utility connection layouts.

(C) Other relevant information including:

(1) Name and address of the landowner.

(2) The boundary lines of the area included in the site plan, including bearings, dimensions and reference to a section corner, quarter corner or point on a recorded plat.

- (3) North arrow and scale (standard engineer for site development plan and standard architectural for building elevations/details).
- (4) A small key map indicating the location of the property within the City.
- (5) Name and address of the architect, landscape architect, Planner, engineer, surveyor, or other person involved in the preparation of the plan.
- (6) Date of preparation of the plan.

6. All studies as may reasonably be required by the Development Services Director or designee pursuant to Section 18.12.040, namely, to wit:

(A) If required by the Development Services Director or his designee, Planning Commission or the Governing Body of the City the applicant shall submit such technical studies as may be necessary to enable the Planning Commission or Governing Body to evaluate the application. Examples of technical studies that may be required shall include, but not limited to, traffic studies, engineering studies, geologic or hydrologic studies, environmental impact assessments, noise studies, market studies, economic impact reports or architectural surveys. The persons or firms preparing the studies shall be subject to the approval of the Development Services Director or designee. The costs of all studies shall be borne by the applicant. Any decision of the Development Services Director or designee to require any such study or to disapprove the person or firm selected by the applicant to perform the study may be appealed to the Planning Commission. The decision of the Planning Commission on any such appeal can be appealed to the Governing Body. If the applicant appeals the Development Services Director's requirement for a study to the Planning Commission, the rezoning, special use permit, preliminary plat or preliminary site development plan shall also be scheduled for Planning Commission consideration.

(B) Upon the submission of any technical or related studies and/or upon any further determination by City staff, certain easements and related improvements such as streets, drainage, water courses, creek erosion control, utilities, tree preservation, open areas, or recreational amenities may be required as a condition for approval of the application. Performance and maintenance bonds or other approved surety for said improvements shall be approved by City staff prior to the issuance of a building permit.

(C) Notwithstanding the fact that the Development Services Director or designee did not require submission of any such technical study in support of the application, either the Planning Commission or the Governing Body may require the submission of such study prior to taking action on the application. In such case, the persons or firms selected to perform the studies shall be subject to the approval of the entity requesting that the study be performed. Any decision of the Planning Commission or the Governing Body to require that a study be performed or to disapprove the person or firm selected by the applicant to perform the study shall be final.

- B. WaterOne will, as soon as the plans and specifications for such Planned Facilities are prepared, submit them to Olathe for review. Olathe agrees to timely review the plans and specifications for Planned Facilities in accordance with Olathe's normal procedure. The information submitted by WaterOne shall consist of at least the same information ordinarily required by Olathe for a BP Business Park zoning and a Special Use Permit approval process as more specifically set forth herein. Any request by an interested Olathe official or staff for modification to the design of the Planned Facilities will be submitted in a timely manner to WaterOne in writing or as indicated by the Planning Commission or Governing Body.

Section 4: Public Participation

The parties agree that adequate and meaningful public participation is critical to both entities in the exercise of their respective essential local government functions. WaterOne agrees to hold a neighborhood informational meeting as contemplated by the Olathe Development Code. This meeting shall allow for open dialogue between WaterOne and affected neighborhoods regarding issues and the perceived impact of the Planned Facilities to the surrounding neighborhoods. These meetings will provide an opportunity for citizens to learn about the Planned Facilities as well as provide feedback to WaterOne. WaterOne shall maintain and submit to Olathe a written summary of the general content and comments generated at the informational meetings outlining concerns or issues raised by all parties, with an indication of any issues that remain unresolved.

In addition, after due notice, WaterOne agrees to make a presentation to the Olathe Planning Commission and Olathe Governing Body. WaterOne agrees to provide knowledgeable representatives to discuss the Planned Facilities, to observe and respond to public comments or concerns and well as respond to any questions or concerns raised by the Planning Commission, Governing Body or Olathe Staff.

Section 5: Procedure

The parties agree to the following procedure:

After staff review, WaterOne's plan for the Planned Facilities shall be scheduled for hearing by the Planning Commission. Notice of the hearing shall be mailed and published in accordance

with the Olathe Development Ordinance. At the Planning Commission meeting, WaterOne shall present its plan and the Planning Commission shall hear public comment and address the plan and any questions it has. At the close of the hearing, the Planning Commission may ask for additional information, if additional time is not necessary, then the Planning Commission shall, by affirmative vote of a majority of the members present and voting, make a recommendation to the Olathe Governing Body to include recommended stipulations, if any. The matter shall then be set for hearing in front of the Governing Body as soon as practicable, allowing 14 days to elapse between the Planning Commission decision and the Governing Body meeting.

All stipulations approved by the Governing Body of the City of Olathe will be in the form of an amendment to this Agreement and will become a part hereof.

At the next possible scheduled meeting but no later than the second regularly scheduled meeting of the Olathe Governing Body after the presentations indicated above, the Governing Body shall adopt a Resolution either accepting the Planned Facilities as proposed with stipulations, if any, or objecting to the Planned Facilities with specified reasons and proposed changes. Olathe shall submit a copy of the Resolution to WaterOne for review and consideration.

At the next possible scheduled meeting but no later than the second regularly scheduled meeting of the WaterOne Board after receiving the Resolution referenced above, WaterOne shall consider the findings and conclusions of Olathe regarding the Planned Facilities. WaterOne, by Resolution may 1) to the extent that WaterOne can accommodate without substantially affecting the project budget or operation and maintenance of the Planned Facilities, accept those modifications proposed in the Resolution or 2) if WaterOne finds that any concerns, suggestions or objections of Olathe are unreasonable, impractical, irrelevant or otherwise unacceptable, submit a written reply to Olathe identifying the reasons WaterOne cannot accommodate any or all of those concerns.

If an agreement is reached, both Governing Bodies shall adopt a Resolution authorizing the amendment of this Agreement accordingly.

In the event WaterOne does not accept the Amendment authorized by the City of Olathe, then this Agreement shall be deemed null and void.

After this Agreement and associated amendment have been executed, minor changes to the approved plan may be allowed by the Olathe City Administrator or the WaterOne General

Manager. Should the City Administrator or General Manager deny such change or amendment or if the change or amendment is not deemed to be minor in the sole discretion of the City Administrator or General Manager, then such change or amendment shall require approval of the respective governing bodies subject to the procedures stated above.

For purposes of considering the amendments to this Agreement, each governing body shall follow their respective voting procedures.

Section 6: Continuing Obligations

WaterOne agrees that, at the City's request, it will give a report regarding the ongoing operation of the Planned Facilities to the City's Governing Body, provided, however, that such request is not made more frequently than every 5 years.

Section 7: Violations, Enforcement, Notice

Should Olathe determine that a violation of this Agreement [including its attachments and amendments] has occurred or is occurring, then Olathe shall notify WaterOne in writing and WaterOne shall have ten business days to respond to the notification. If WaterOne elects not to conform to the request of Olathe to remedy a violation, that matter shall be referred to the Olathe City Manager and WaterOne General Manager for resolution. If the dispute cannot be timely resolved by the City Manager and General Manager, then the City may proceed with the violation under the procedures provided in the Olathe Development Ordinance, including issuing a citation for violation of stipulations for decision by the Municipal Court. Should WaterOne dispute the ruling of the Municipal Court, then WaterOne may proceed with an appeal as provided by law.

Section 8: Other Laws

WaterOne specifically agrees to the following:

- It is subject to and will comply with Olathe's Property Maintenance Code.
- It is subject to and will comply with Olathe's Building and Fire Codes.
- It is subject to and will comply with the Municipal Code of the City of Olathe, 2000, except as such incorporates the Olathe Development Ordinance.
- The provisions contained in Appendix A attached hereto and incorporated herein by reference. {this is where we can include specific requirements and any agreed exceptions to Olathe Codes. For example, we must comply with security guidelines related to fencing that may conflict with the zoning height requirement}

The remedies for violations of these provisions are as stated in the Municipal Code of the City of Olathe.

Section 9: Notification

All notifications from Olathe to WaterOne shall be directed specifically to:

General Counsel
10747 Renner Blvd.
Lenexa, KS 66219

All notifications from WaterOne to Olathe shall be directed specifically to:

City Attorney
100 East Santa Fe
Olathe, KS 66051

Section 10: Duration of Agreement

This Agreement shall remain in full force and effect for a period of time equivalent to the time WaterOne operates and maintains the Planned Facilities.

Section 11: Non-Waiver of Respective Rights and Authorities

The parties hereto agree that during continued compliance with the mutual covenants herein that none of the findings or agreement shall constitute a waiver or estoppels to exercise or compromise either party's legal authority or immunity with respect to the other, but is limited to the rights to performance and enforcement of this Agreement between them.

Section 12: Recording

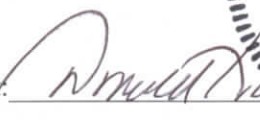
This Agreement shall be filed with the offices of the Register of Deeds of Johnson County, Kansas.

IN WITNESS WHEREOF, Olathe and WaterOne hereto have caused this Intergovernmental agreement to be executed on behalf of their respective governing bodies the day and year first above written.

CITY OF OLATHE, KANSAS

WATER DISTRICT NO. 1 OF
JOHNSON COUNTY, KANSAS

By: 
Michael E. Copeland, Mayor

Attest: 
Donald T. Howell, City Clerk




The seal is circular with a double-lined border. The outer ring contains the text "CITY OF OLATHE" at the top and "STATE OF KANSAS" at the bottom. The inner circle contains the text "OFFICIAL SEAL" in the center, with three small dots below it. A date stamp "9-3-11" is visible at the bottom of the seal.


By: 
Brenda Cherpitel, Board Chair

Attest: 
Jill C. Bell, Secretary to Board

Approved as to form:


Thomas A. Glinstra, City Attorney

Approved as to form:

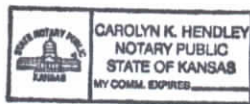

Eric R. Arner, General Counsel

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 3rd day of September, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael E. Copeland, Mayor of the City of Olathe, Kansas, a political subdivision of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer, the within instrument on behalf of the City of Olathe, Kansas, and such person duly acknowledged the execution of the same to be the act and deed of said City of Olathe, Kansas.

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



12-11-1p

My appointment expires:
December 11, 2014

Carol K. Hendley
Notary Public

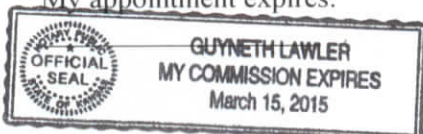
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 12th day of Nov., 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brenda Cherpitel, Chair of the Board of Water District No. 1 of Johnson County, Kansas, a quasi-municipal corporation of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed as such officer, the within instrument on behalf of said Water District No. 1 of Johnson County, Kansas and such person duly acknowledged the execution of the same to be the act and deed of said Water District No. 1 of Johnson County, Kansas.

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

Gayneth Lawler
Notary Public

My appointment expires:



Appendix A

WaterOne shall comply with the following:

1. Any cabinet, pedestal, box, vault, building or other accessory facility used for public utility services, public service corporations, or tele-communications providers including any associated equipment such as condensing units and generators (hereinafter collectively referred to as "facilities" or "utility boxes") not expressly authorized by the stipulations attached hereto shall meet the following:

a) All facilities shall be placed underground unless otherwise authorized in this Agreement.

b) Aboveground pedestals, vaults, or other aboveground facilities may be installed only if approved by the City where alternative underground facilities are not reasonably feasible or where above-ground placement is otherwise authorized in this section.

c) The design, location, and nature of all facilities shall require approval of the City Engineer, which approval shall be considered in a nondiscriminatory manner and subject to reasonable conditions as may be necessary.

d) All aboveground facilities, not otherwise approved by the Governing Body, shall be screened. Unless otherwise approved, screening shall include use of evergreen trees, shrubs, or other landscaping, planted to form an effective and actual sight barrier within two years. A landscape plan signed by a Kansas registered landscape architect shall be submitted and approved by the city. Where shrubbery is the primary screening element, minimum shrub height shall be seven feet for the bulk of the screen, with lower shrubs in foreground to eliminate any gaps in screening. The utility shall be responsible for the installation, maintenance, repair, or replacement of the aforementioned screening materials when the real property on which the aboveground facility is located is owned by the utility. When said aboveground facility is located on non-utility owned real property, maintenance of all landscaping shall be the responsibility of the utility, unless the property owner provides written acceptance of such responsibility, running with the land. All facilities will be constructed in such a manner so as not to emit any unnecessary intrusive noise.

- e) Facilities shall be prohibited from being located within the right-of-way, unless otherwise approved by the City Engineer if necessary and appropriate.
 - f) Any material changes or extensions to such facilities or the construction of any additional structures shall be subject to the requirements and approval of the City Engineer in conformance with the requirements of this section.
 - g) As technology permits, permit holder shall reduce the size or remove the utility boxes at this site.
 - h) All facilities and utility boxes shall be deemed abandoned after six continuous months of non-use, and thereafter the approval for such facilities shall be deemed null and void and shall be removed within 30 days thereafter at the cost of the utility.
 - i) All new utility boxes with a height of less than 36 inches, a footprint of less than 5 square feet in area, or a pad footprint of less than 5 square feet, may be installed only with the prior approval of the Director of Community Development. All other utility boxes require approval of the Governing Body in accordance with the procedures set forth in this Agreement.
2. No buildings or other accessory structures may be constructed on site unless permitted by the Code of the City of Olathe or they have been approved by the Olathe Governing Body in accordance with the procedures set forth in this Agreement.
 3. No uses other than those specified in this Agreement are allowed on the Planned Facilities property [the "Property"].
 4. The Planned Facilities shall be constructed and maintained in accordance with the plan approved by the Olathe Governing Body.
 5. WaterOne represents that this Property is not in the floodplain, however, should it be determined that the Property is now or in the future in the floodplain, then WaterOne shall conform with the Olathe floodplain ordinance unless it is determined in a court of competent jurisdiction that such ordinance does not apply to WaterOne.
 6. The use of this Property for the Planned Facilities shall not create noise in excess of that of normal daily traffic measured at the lot lines of the premises. In

no event shall the noise level exceed 60 dB at repeated intervals or for a sustained length of time, measured at any point along the property line.

7. The use of this Property for the Planned Facilities shall not create dust, dirt, particulate matter, smoke, noxious odor, radiation, noxious gases, heat, unscreened glare, vibration or concussion which is perceptible without special instruments at the lot lines of the premises.
8. No portable storage container for temporary on-site storage shall be permitted unless such container is less than 8 feet in width and 16 feet in length and 8 feet in height and a permit is obtained for such container.
9. Temporary protective coverings [i.e. tarp, salvage covers, tarpaper) are not allowed on external portions of buildings, structures or appurtenances for more than 30 days.
10. No trailers, recreational vehicles, or box trucks shall be stored or parked outside of the Facility for more than 12 hours in any 24 hour period.
11. No vehicle, recreational vehicle, pickup camper, camping trailer or similar item shall be used as living or sleeping quarters on the Property.
12. Signs are limited only to those approved on the plan as stated in this Agreement. Each such sign shall be designed and maintained in good structural condition.
13. Landscaping shall conform to the plan approved by this Agreement. WaterOne agrees to install and maintain such landscaping in accordance with the provisions herein. Plant materials which exhibit evidence of insect pests, disease or damage shall be appropriately treated, and dead plants promptly removed and replaced within the next planting season after installation. All landscaping will be subject to periodic inspection by Olathe.
14. Wireless communication facilities, towers and antennae located outside any building shall only be allowed upon separate approval of the Olathe Governing Body.
15. Authorized Olathe staff have the right of entry onto the Property to determine if a violation of this Agreement has occurred or is occurring. This does not provide a right of entry inside any enclosed facility
16. No building or other structure shall be erected, moved, added to or structurally altered without a building permit issued in accordance with the Municipal Code of the City of Olathe, Kansas.