

**AGENDA**  
**OLATHE CITY COUNCIL**  
**REGULAR SESSION**  
**COUNCIL CHAMBER**  
**100 EAST SANTA FE**  
**TUESDAY, FEBRUARY 21, 2017**  
**5:00 p.m.**

1. **PRESENTATION OF LAKE OLATHE AND CEDAR LAKE SCHEMATIC PLANS – CITY OF GOVERNORS’ ROOM – 5:00 PM**
2. **CALL TO ORDER**
3. **RECONVENE FROM STUDY SESSION**
4. **EXECUTIVE SESSION – 6:30 P. M.**

Consideration of motion to recess into an executive session under the real property acquisition exception to the Kansas Open Meetings Law to discuss the following items:

A. Discuss the acquisition of property in downtown Olathe. (Ron Shaver)

5. **RECONVENE FROM EXECUTIVE SESSION**
6. **BEGIN TELEVISED SESSION – 7:00 P. M.**
7. **PLEDGE OF ALLEGIANCE**
8. **SPECIAL BUSINESS**

A. Presentation of checks to Mayor’s Christmas Tree Fund beneficiaries.

9. **CONSENT AGENDA**

The items listed below are considered to be routine by the City Council and may be approved in one motion. 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 Council meeting minutes of February 7, 2017. (Dianna Wright/David Bryant)
- B. Consideration of Resolution No 17-1016 assigning the lease agreement and related bond documents by Lone Elm 515, LLC in connection with \$24,500,000 in industrial revenue bonds to Himoina Power Systems, Inc. (Dianna Wright/Emily Vincent)

- C. Consideration of business expense statement for Mayor Michael Copeland for expenses incurred to attend the 85<sup>th</sup> Winter Meeting on the U.S. Conference of Mayors in Washington, DC, January 17-20, 2017. (Brenda Long)
- D. Consideration of a Pre-Development Agreement with Ridgeview Equities, LLC, for a development project at the southwest corner of K-10 highway and Ridgeview Road. (Ron Shaver/Dianna Wright)
- E. Consideration of acceptance of the dedication of public easements on a final plat for Battle Creek Apartments (P-16-061) containing 3 lots and 3 tracts on 23.13± acres; located in the vicinity of 119th Street and Sunset Drive. (Aimee Nassif/Dan Fernandez)
- F. Acceptance of the dedication of land for public easements and right-of-way for a final plat (P-16-063) for Cedar Creek Marketplace consisting of 6 commercial lots and 2 tracts on 15.79± acres; located on the southeast corner of K-10 Highway and Cedar Creek Parkway. (Aimee Nassif/Sean Pendley)
- G. Consideration of the Consent Calendar. (Mary Jaeger/Celia Duran)
- H. Consideration of Resolution No. 17-1017 authorizing the Traffic Signal Project, PN 3-C-004-17. (Mary Jaeger/Celia Duran)
- I. Consideration of Resolution No. 17-1018 authorizing the Advanced Transportation Management System (ATMS) Replacement and Repair Project, PN 3-C-037-17. (Mary Jaeger/Celia Duran)
- J. Consideration of Resolution No. 17-1019 authorizing the Brougham Drive Detention Basin Project, PN 2-C-002-16. (Mary Jaeger/Celia Duran)
- K. Consideration of Resolution No. 17-1020 authorizing the 2017 Street Reconstruction Program, PN 3-R-000-17. (Mary Jaeger/Celia Duran)
- L. Consideration of a property lease for storage of traffic operations equipment. (Mary Jaeger/Celia Duran)
- M. Consideration of Supplemental Agreement No. 1 with HDR, Engineering Inc. (HDR) for design of the K-7 Highway, Santa Fe Street to Old 56 Highway Project, PN 3-C-024-16. (Mary Jaeger/Celia Duran)
- N. Acceptance of bid and consideration of award of contract to K.C. Bobcat for the purchase of one (1) replacement track loader for the Parks & Recreation Department. (Michael Meadors/Stephanie Creed)
- O. Acceptance of bid and consideration of award of contract to Norris Equipment for the purchase of four (4) replacement front-mounted zero turn mowers for the Parks & Recreation Department. (Michael Meadors/Stephanie Creed)



- P. Consideration of renewal of contract with Overhead Door Company for door repair and replacement services for various City departments. (Michael Meadors/Stephanie Creed)
- Q. Acceptance of proposal and consideration of award of contract to Meggitt Training Systems, Inc. for the updates on the police firing range. (Steve Menke/Stephanie Creed)
- R. Acceptance of proposal and consideration of award of contract to CCS for the updates on the Audio/Visual Equipment, Computers, and software in the Police Main Investigations Conference Room. (Steve Menke/Stephanie Creed)
- S. Acceptance of bid and consideration of award of contract to R.E. Pedrotti Company for Supervisory Control and Data Acquisition (SCADA) system maintenance for the Environmental Services Division of Public Works. (Mary Jaeger/Stephanie Creed)
- T. Acceptance of bid and consideration of award contract to Murphy Tractor and Equipment Company for the purchase of a Wirtgen 120CFi milling machine for the Street Maintenance Division of Public Works. (Mary Jaeger/Stephanie Creed)
- U. Consideration of renewal of contract to Stanion Wholesale Electric Company for the purchase of LED Lighting for the Traffic Division of Public Works. (Mary Jaeger/Stephanie Creed)

## **10. NEW BUSINESS – PUBLIC WORKS**

- A. Consideration of Ordinance 17-10 for a rezoning (RZ-16-011) from Johnson County-RUR to AG (Olathe) for Madison Falls consisting of 106.404± acres; located in the vicinity of 167<sup>th</sup> Street and US 169 Highway. Owner: Mark Clear/Clear, Mark A. Rev Trust. Applicant: Dave Rhodes/RKF Investments, LLC. Engineer: Aaron Gaspers/CFS Engineers. Planning Commission recommends approval 6-0. (Aimee Nassif/Amy Kynard)

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

- B. Consideration of Ordinance 17-11 for a rezoning (RZ-16-012) from Johnson County RUR to R-3 (Residential Low-Density Multifamily) and a preliminary development plan for Madison Falls Apartments on 38.85± acres; located in the vicinity of 167th Street and US 169 Highway. Owner: Mark Clear/Clear, Mark A. Rev Trust. Applicant: Dave Rhodes/RKF Investments, LLC. Engineer: Aaron Gaspers/CFS Engineers. Planning Commission recommends denial 5-1. (Aimee Nassif/Amy Kynard)

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

- C. Consideration of Ordinance 17-12 (RZ-16-018) requesting a rezoning from C-2 to C-3 district and a preliminary site development plan for Sure Point Self Storage on 2.7± acres; located in the vicinity of 134th Place and Black Bob Road. Owner: Stuart Krigel Family Irrevocable Trust. Applicant: Jeff Bailey/Bailey Commercial, LLC. Engineer: Matt Fogarty & Cheryl Cole/Premier Civil Engineering. Planning Commission recommends approval 6-0. (Aimee Nassif/Sean Pendley)

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

- D. Acceptance of the dedication of land for public easements on a final plat (P-16-056) for Sure Point Self Storage consisting of two lots and one tract on 6.92± acres; located in the vicinity of 134th Street and Blackfoot Drive. Owner: Stuart Krigel Family Irrevocable Trust. Applicant: Jeff Bailey/Bailey Commercial, LLC. Engineer: Matt Fogarty & Cheryl Cole/Premier Civil Engineering. Planning Commission recommends approval 6-0. (Aimee Nassif/Sean Pendley)

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

- E. Consideration of Ordinance 17-13 (RZ-16-021) requesting a zoning amendment for RP-1 district and a revised preliminary development plan for Christ Community Church and School on 10.0± acres; located on the northeast corner of 119th Street and Iowa Street. Owner: Dave homer/Christ Community Church. Applicant/Engineer: Marsha Hoffman/SFS Architecture. Planning Commission recommends approval 6-0. (Aimee Nassif/Sean Pendley)

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

- F. Consideration of Ordinance 1714 (VAC-16-008) for a vacation of alley at 435 North Kansas Avenue. Owner: Merit Properties, LLC. Applicant/Engineer: Harold Phelps/Phelps Engineering, Inc. Planning Commission recommends approval 6-0. (Aimee Nassif/Dan Fernandez)

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

**11. NEW CITY COUNCIL BUSINESS**

**12. END OF TELEVISED SESSION**

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

#### **14. CONVENE FOR PLANNING SESSION**

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

##### **A. REPORTS**

1. ANX-16-003- Report on a request by 167th Street Land, L.L.C. for annexation of approximately 186.4± acres owned by the George and Wenzel families located on the west side of Lone Elm Road and the north side of 167th Street. (ANX-16-003). Applicant: Robert Heise/Meyer Companies. (Aimee Nassif/Amy Kynard)
2. Report on 159<sup>th</sup> Street and Black Bob Road Improvements Project. (Mary Jaeger/Ceila Duran)

##### **B. DISCUSSION ITEMS**

1. Federal Legislative Agenda. (Tim Danneberg) **(15 mins)**
2. Discussion of the 2017 Downtown Outdoor Sculpture Exhibit. (Michael Meadors/Renee Rush) **(15 mins)**
3. Public Art and Culture Commission and establishing the Public Art Committee and Public Art Fund. (Michael Meadors/Ron Shaver) **(15 mins)**
4. 2018-2022 CIP Prioritization Review. (Matthew Randall) **(20 mins)**
5. Communications and Customer Service Activities and Initiatives Presentation. (Tim Danneberg) **(15 mins)**

#### **15. EXECUTIVE SESSION**

Consideration of motion to recess into an executive session under the non-elected personnel exception to the Kansas Open Meetings Law to discuss the following item:

- A. Evaluation of the City Manager. (City Council)

#### **16. RECONVENE FROM EXECUTIVE SESSION**

#### **17. ADDITIONAL ITEMS**

#### **18. ADJOURNMENT**

## COUNCIL AGENDA ITEM

**SB -A**

**Department:** City Manager's Office

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Karen Hooven

**Subject:** Presentation of checks to Mayor's Christmas Tree Fund beneficiaries.

**Focus/Perspective Area:** Effective Organization

**Executive Summary:** Ceremonial checks will be presented Tuesday evening to the beneficiaries of the 2016 Olathe Mayor's Christmas Tree Fund. The Fund is celebrating its best-ever campaign with a record total of \$183,567, exceeding its 2016 goal of \$155,000. The success of the campaign marks another significant milestone for the Fund – more than \$1 million raised during the last ten years.

The 2016 Fund will support seventeen charities serving Olathe children. Charities completed a grant application process prior to selection by the Mayor's Christmas Tree Fund Board. Representatives from the following Fund beneficiaries will attend the City Council meeting:

- Boys and Girls Clubs of Greater Kansas City
- Catholic Charities
- Children's Shoe Fund – Center of Grace
- Court-Appointed Special Advocates for Children (CASA)
- El Centro
- Health Partnership Clinic of Johnson County
- Inclusion Connections
- Johnson County Christmas Bureau
- Johnson County Interfaith Hospitality Network
- KidsTLC
- KVC Kansas
- Lakemary Center
- Mission Southside
- Olathe Public Schools Foundation
- Preferred Family Healthcare
- SAFEHOME
- Salvation Army

Mayor's Christmas Tree Fund Board members will assist with the check presentations, along with Olathe students. Top campaign donor Olathe Public Schools raised \$30,724.02 in their "Pennies for Shoes" drive, exceeding 2015 contributions by over \$400.

**Fiscal Impact:** N/A

**Recommendations/Options/Action Requested:** Present checks to representatives of the 2016 Mayor's Christmas Tree Fund beneficiaries.

**Attachments:**

## **COUNCIL AGENDA ITEM**

**CA-A**

**Department:** Resource Management/City Clerk's Office **Council Meeting Date:** February 21, 2017

**Staff Contact:** David Bryant, Deputy City Clerk

**Subject:** Consideration of Regular Call Council meeting minutes for February 7, 2017.

**Focus/Perspective Area:** Effective Organization

**Executive Summary:** The Regular Call Council meeting minutes of February 7, 2017, are submitted for consideration.

**Fiscal Impact:** NA

**Recommendations/Options/Action Requested:** Approve the meeting minutes as part of the consent agenda.

**Attachments:** A: Regular Call Council Minutes for February 7, 2017

The Olathe City Council met in regular session at 7:00 p.m. with Mayor Copeland presiding. Councilmembers Campbell, Bacon, Randall, Vogt, and McCoy were present. Also present were City Manager Wilkes, Assistant City Manager Sherman and City Attorney Shaver. Councilmember Ryckman was absent.

**1. CALL TO ORDER**

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

**3. PLEDGE OF ALLEGIANCE**

**4. SPECIAL BUSINESS**

**PROCLAMATIONS**

- A. Proclamation designating February, 2017, as “African American History Month.”

(Councilmember Randall arrived at 7:05 p.m.)

Community Relations Manager Vanessa Vaughn-West made a few introductory remarks and Mayor Copeland presented the proclamation to Jeremiah Enna, owner of the Culture House and Störling Dance Theater in Olathe. The Culture House and Störling Dance Theater has presented the “Underground Railroad” performance for the past ten years.

**PRESENTATIONS**

- B. Presentation on Olathe’s 160th Birthday by Historian Bob Courtney.

Mr. Courtney gave a historical presentation of the City of Olathe from its beginnings to present day.

**APPOINTMENTS**

- C. Consideration of Resolution No. 17-1008 appointing members to the Historic Preservation Board.

Motion by Randall, seconded by Bacon, to approve. Passed 6-0.

**5. CONSENT AGENDA**

Motion by Randall, seconded by Bacon, to approve the Consent Agenda. Passed 6-0.

**MINUTES**

- A. Special Call Council meeting minutes of January 24, 2017 were approved.

**LICENSES**

- B. Drinking establishment application for Great Life Kansas City, LLC d/b/a Prairie Highlands Golf Course was approved.

**ECONOMIC DEVELOPMENT**

- C. Resolution No. 17-1009 regarding a request by Garmin International, Inc. for a master resolution for new facility and repurposing of an existing structure and for issuance of approximately \$200,000,000 in industrial revenue bonds and tax abatement was approved.

**GRANTS**

- D. Resolution No. 17-1010 accepting a matching grant in the amount of \$100,000 with the Kansas Department of Wildlife, Parks and Tourism for trail construction at Cedar Lake Park was approved.

**PLATS**

- E. Acceptance of the dedication of land for public easements and right-of-way for a final plat for The Willows, First Plat (P-16-057) for twenty-three lots and two tracts on 11.039± acres; located in the vicinity of 147th Street and Pflumm Road was approved.
- F. Acceptance of the dedication of land for public easements and right-of-way for a final plat for The Willows, Second Plat (P-16-058) for forty lots and four tracts on 20.506± acres; located in the vicinity of 147th Street and Pflumm Road was approved.
- G. Acceptance of the dedication of land for public easements and right-of-way for a final plat for The Courts at Fairfield Village, Fourth Plat (P-16-059) on 0.80± acres; located in the vicinity of 167th Street and Mur-Len Road was approved.
- H. Acceptance of the dedication of land for public easements and right-of-way for a final plat for The Courts at Fairfield Village, Fifth Plat (P-16-060) on 0.7.4789± acres; located in the vicinity of 167th Street and Mur-Len Road was approved.

**PROJECTS**

- I. Consent Calendar.
- 1) Project Completion Certificates were approved.
- a) Cedar Creek Village I 30th Plat – 5-D-052-08 – Waterlines
  - b) College Meadows 3rd Plat – 3-D-049-13 – Street
  - c) Valley Ridge First Plat/Valley Ridge Second Plat – 5-D-061-08 - Waterlines
- J. Resolution No. 17-1011 authorizing the 2017 Street Preservation Program, PN 3-P-000-17 was approved.
- K. Resolution No. 17-1012 authorizing the 2017 Bridge Repair Project, PN 3-G-000-17 was approved.
- L. Resolution No. 17-1013 authorizing the 119th and Black Bob Geometric Improvements Project, PN 3-C-030-17 was approved.
- M. Resolution No. 17-1014 authorizing the Santa Fe and Black Bob Geometric Improvements Project, PN 3-C-106-17 was approved.
- N. Engineer's Estimate, acceptance of bids and award of contract to Mega Industries Corporation, for construction of the Pawnee Circle Stormwater Improvements Project, PN 2-C-001-16 was approved.

### **CONTRACTS**

- O. Acceptance of bid and award of contract to Charlesworth & Associates for risk management services for the Human Resources Division of the Resource Management Department was approved.
- P. Acceptance of bid and award of contract to Musco Lighting for the purchase of replacement sports field lighting equipment for Prairie Center Fields was approved.
- Q. Acceptance of bid and award of a contract to Brandy Electric, Inc. for the installation of replacement ballfield lights and equipment for Prairie Center Park, fields 1 thru 4 was approved.
- R. Award of contract to Denovo for Hosting and CNC Managed Services support for the JD Edwards EnterpriseOne software was approved.

## **6. NEW BUSINESS – PUBLIC WORKS**

### **REZONING**

- A. Ordinance 17-05 (RZ-16-007) requesting a rezoning from R-1 (Single-Family District) to R-2 and a preliminary development for a two-family residential subdivision on 36.04± acres; located in the vicinity of Black Bob Road and 130th Street.

Senior Planner Sean Pendley completed a presentation covering the rezoning and preliminary site development plan and stood for questions.

Councilmember Vogt inquired about the rationale for the protest petitions.

Mr. Pendley stated that the petitions don't require reasons for the protest, but from the public hearing it is strictly concerning the street connection.

Councilmember Bacon asked when are the gates at Olathe East High School closed and who manages that.

Mr. Pendley stated the school district manages those gates and he is not sure what their policy is regarding when they are closed.

Councilmember Bacon asked about the public and private street combination for Constance street and if this is staff's recommendation or the developers.

Mr. Pendley stated the City wants all of the streets to be public within residential developments. The applicant is proposing the public and private street combination. Mr. Pendley further stated the only private street for this project would be the one that is the connection to the school and the reason for that is that there would be more residential development on that street connection. Mr. Pendley stated that there is a possibility that access may need to go away at some point in the future if it is warranted due to conflicts with traffic circulation in the neighborhood, or if it is determined there is alternative access to the school. The developer has tried to coordinate with the school district on another scenario, or option, but the school district has not made a determination on other alternatives. Mr. Pendley stated staff will continue to monitor a number of



things with future development that will change when the access road may need to be removed, but at this time staff is not recommending removal of that access, due to the school district's request for continued access.

Councilmember Bacon stated the proposal shows a permanent access to Constance with the only private part being the little tail to the gate.

Mr. Pendley stated that is correct.

Councilmember McCoy asked about a light at Indian Creek Parkway.

Mr. Pendley stated we did ask the applicant to consider that, but the topography is too steep and not feasible.

Mayor Copeland opened the floor for comments by the applicant and noted one person has signed up to address the Council.

Frank Dean with Clay Blair Services, project developer located 14819 W. 95<sup>th</sup> Street in Lenexa. Mr. Dean welcomed questions and stated Mark Brewer, Civil Engineer with Schlagel and Associates was present as well for technical questions.

Councilmember Bacon stated that the developer has indicated that they are in favor of leaving the access open to the high school and was this to see if that works?

Mr. Dean stated that they understand that they have to accommodate the school. Mr. Dean stated currently they have a private road that goes through their property, so they have worked diligently with city staff and the school district to try and reach a long term solution for terminating this access route. Mr. Dean stated a solution has not been reached, but several good ideas have been floated around with much depending on future street improvements. Mr. Dean stated they hope it is a short term access that will eventually be closed off.

Councilmember Bacon asked what the triggers might be.

Mr. Dean stated the completion of 133<sup>rd</sup> street is critical.

Councilmember Randall stated he understood the temporary road was supposed to be a temporary road and ended after the high school was completed, which did not get done.

Michele Kooiman, 12808 S. Constance was present speaking on behalf of the Forest Hills Home Owners Association consisting of 58 homes. Ms. Kooiman stated that they support the rezoning and plan development. Ms. Kooiman stated what they are opposed to and have concerns with the connectivity of Constance. The residents feel routing school traffic through their area would be detrimental to the neighborhood and not safe. Ms. Kooiman stated residents do not see any benefit in doing this. Ms. Kooiman also stated the residents strongly urge the Council to vote for the development with the stipulation that Constance street would remain closed.

Councilmember Vogt asked in the twenty two years that the subdivision has been in existence if there has ever been any problem with safety with only one access.

Ms. Kooiman stated that there has not.

Councilmember Bacon asked staff if there were any restrictions for high school students that want to use Greenwood to the East, if they want to take 128<sup>th</sup> Court onto Gallery to get out to 127<sup>th</sup> Street. Mr. Bacon stated he is for connecting Constance street. Mr. Bacon said that the street stub has been there since the homes were built, so it was always been the plan to connect once we had a neighborhood to the south.

Mr. Pendley stated that there are no restrictions for high school students leaving the school site, they have an access to Greenwood and direct access as well to 127<sup>th</sup>. Improved access at Greenwood is being explored, but nothing has been decided.

Councilmember Vogt stated that this land was owned by the school district, and part of the conditions of the development is that they continue to have access points until something else becomes available.

Mr. Pendley stated the school district still has title to the property and still wants access to the road.

Councilmember Vogt asked if the connection was not made with Constance street, what would the impact be, as she did not see that in the traffic study.

Mr. Pendley stated that it would cause additional traffic to back up to the public streets. Mr. Pendley stated that there would be impacts to the development as well.

Motion by Randall, seconded by Bacon, to approve Ordinance No. 17-05 for RZ-16-007.

Mayor Copeland asked if the motion passes what happens to the sidewalks.

Mr. Pendley stated it would require sidewalks on both sides of the streets as recommended by the Planning Commission. Mr. Pendley stated the applicant is asking for an exception to only require sidewalks on one side. Mr. Pendley stated that the trail would serve in lieu of the second sidewalk requirement.

Mayor Copeland asked if Mr. Randall and Mr. Bacon were okay with modifying their motion to go with the applicant request to have one sidewalk, with the second sidewalk on the interior. Mr. Randall replied that he was okay with that.

Councilmember Vogt asked for clarification concerning the interior.

Mr. Pendley stated the applicant has proposed having sidewalks on one side of all streets and in lieu of doing both sides, the applicant wants to do

a private trail throughout, which would serve as their second pedestrian access through the development , but they still would not have sidewalks on both sides of all the streets. The applicant is not only asking for the exception to remove these sidewalks on the interior, but asking for the exception to remove all other sidewalks on all sides. The applicant is asking for exceptions to all of the public streets, and for the same treatment in R-2 that is granted for R-1.

Councilmember Vogt stated she believed that sidewalks on both sides were for the aging population and if there is not sidewalks on both sides, that is a problem.

Mayor Copeland suggested doing the original motion without the applicant's request and then an amendment to grant the waiver.

Motion by Vogt, seconded by McCoy, to amend the motion and eliminate the connection for Constance street with the caveat that we still have the sidewalks, public right-of-ways and easements so that if that access point goes away you connect the roads. If the residents decide to connect the roads, or the City of Olathe says this truly is a safety problem and that we need to connect the roads. Ms. Vogt stated this would be a temporary sort of thing based on whether they use it in the future. Yea: Vogt, McCoy and Randall. Nay: Copeland, Bacon and Campbell. Failed 3-3.

Motion by Copeland, seconded by Randall to amend the original motion stating sidewalks are required on one side of all public streets, a private trail will be constructed across Tract D, as shown on the preliminary development plan. Yea: Randall, Copeland, Bacon and Campbell. Nay: Vogt and McCoy. Passed 4-2

The vote on the original motion passed 6-0.

- B. Ordinance 17-06 (RZ-16-015) requesting approval of a rezoning from CTY RUR to R-1 (Single Family District) for Legacy Church containing 15.45± acres; located at 16000 South Black Bob Road.

Motion by Randall, seconded by Bacon. Passed 6-0

#### **ZONING AMENDMENT**

- C. Ordinance 17-07 (RZ-16-019) requesting approval of a zoning amendment and revised preliminary development plan on 300± acres for I-35 Logistics Park; located in the vicinity of 159th Street and Old 56 Highway

Interim Planning Manager David Knopick indicated the applicant is asking for a zoning amendment variance from the Unified Development Ordinance to allow for two tower signs, one monument sign and directional signage, which exceeds the City code that allows for two complex signs for a project of this size.

Councilmember Randall asked what the Planning Departments position is on a signage not allowed in the code.

Mr. Knopick stated Planning is comfortable with the request as this is a large complex located in an industrial business park.

Councilmember Randall stated he was not sure why two three story signs were not sufficient for the amount of acreage involved.

Mr. Knopick thought the applicant felt because of the distance involved between 155<sup>th</sup> and 159<sup>th</sup> streets, and also between Old 56 Highway and Greenwood, due to that distance they see those entry points as important entry points to anchor, but at the hard corner where the two roads intersect at 159<sup>th</sup> and Old 56 Highway it becomes an identification for the overall place. The monument sign that will be placed there will be a substantial monument sign, but not atypical for development of this size.

Councilmember Randall stated he was not convinced for the need for additional signs.

Councilmember Vogt asked where the two tower signs would be located.

Mr. Knopick indicated the first tower sign would be located at 159<sup>th</sup> and Greenwood and the second would be located at 155<sup>th</sup> and Old 56 Highway. The monument sign would be located at Old 56 Highway and 159<sup>th</sup>.

Councilmember Campbell asked for clarification that the Planning Commission approved this without additional signs and this came in as a request after.

Mr. Knopick stated that was correct stating the original development came in without a master sign plan. The applicant approached staff with the sign concepts and the option they had before them was to come back and amend their development plan to incorporate a master sign plan, which is why this is technically a rezoning.

Mayor Copeland stated to be clear that the applicant is allowed the two tower signs and that the request is for the monument sign with justification due to the size of the project.

Mr. Knopick stated that is correct.

Councilmember Randall asked if the Planning Commission should not have an opportunity to look at this and for the future should our ordinances take projects of this size into account so it does not have to be before the City Council for a variance.

Mr. Knopick stated the Planning Commission did see this and voted 4-1 on it. The Planning Commission will be reviewing amendments to our sign code to address situations like this.

Motion by Campbell with the stipulation to add the additional sign, seconded by Vogt. Passed 5-1 with Councilmember Randall voting nay.

#### **REZONING**

- D. Ordinance 17-08 for a rezoning (RZ-16-020) from CTY RUR to R-1 and preliminary plat for Woods of Forest View on 15.0± acres; located in the vicinity of 123rd Street and Kenton Street

Motion by Randall, seconded by Bacon. Passed 6-0

7. **NEW BUSINESS – ADMINISTRATION**

- A. Ordinance No. 17-09 authorizing the issuance of health facilities revenue bonds, in one or more series, the aggregate principal amount of all series not to exceed \$57,500,000, to provide funds to refund all or any portion of Series 2008B, Series 2008C, Series 2010B and Series 2012B bonds issued by the City of Olathe for the benefit of Olathe Medical Center, Inc., and authorizing and approving certain documents and actions in connection with the issuance of said bonds.

Motion to approve by Randall, seconded by Bacon. Passed 6-0

- B. Award of contract to ConvergeOne, LLC for the purchase of CT Suite for Chat Integration with Avaya Elite Contact Center.

Customer Service Manager Ronni Decker gave a presentation of the new online chat service. Ms. Decker stated this would enhance our customer service for our citizens.

Councilmember McCoy asked when the City would be rolling this out.

Ms. Decker stated if approved we will start this in April with a soft launch and then full blown by summer.

Councilmember Bacon asked if we would re-evaluate this after two years since it is a two year deal.

Ms. Decker stated we would re-evaluate it after two years.

Councilmember Randall asked if this is for utility billing and if there were other departments that could benefit from it.

Ms. Decker stated that was correct with the opportunity for us to expand upon it. Ms. Decker stated the Fire Department has expressed interest.

Councilmember Campbell asked if this would diminish the ability of a person to call in and speak to a live person.

Ms. Decker stated it gives our customers another opportunity to interact with us.

Councilmember Bacon requested staff give the City Council a report back with data on how this is going.

Ms. Decker stated that they would be happy to come back to the City Council and do that.

Councilmember Vogt asked why it was decided to go with utility billing.

Ms. Decker stated that utility billing gets the most traffic and volume.

Councilmember Vogt stated she would be interested in receiving feedback on this.

Mayor Copeland asked what the hours of operation would be.

Ms. Decker stated that is to be determined, but at full launch would match our hours of operation.

Motion by Randall, seconded by Bacon. Passed 6-0

## **8. NEW CITY COUNCIL BUSINESS**

Councilmember Randall asked that staff place a reminder to residents concerning sidewalk repair and snow removal in our City is the property owner's responsibility. Mr. Randall is concerned that a bill being presented in a neighboring city will be construed incorrectly when mentioned by the media.

Councilmember McCoy agreed with Councilmember Randall's comment. Mr. McCoy also congratulated the Parks and Recreation Department on their \$100,000 grant from the Kansas Department of Wildlife, Parks and Tourism.

Mayor Copeland reported on the Mayors Christmas Tree Fund stating this was another record breaking year with donations of \$183,000 with children being the largest donating segment. Mr. Copeland thanked staff and especially Karen Hooven for their hard work with the Mayor's Christmas Tree Fund.

## **9. END OF TELEVISED SESSION**

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

Marianne Restel, 835 N. Somerset Terrace, Apartment No. 103 addressed the City Council to raise awareness about the school nutrition program in Olathe.

Mayor Copeland thanked Ms. Restel and stated her concerns would be better addressed by the Olathe School District and Board of Education. Mr. Copeland stated that staff would reach out to Ms. Restel with school district contact information.

Councilmember McCoy stated that the City does have community gardens, which the students could volunteer and learn from.

## **11. 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**

**ECONOMIC DEVELOPMENT**

1. Report regarding a Pre-Development Agreement with Ridgeview Equities, LLC, for a development project at the southwest corner of K-10 Highway and Ridgeview Road.

City Attorney Ron Shaver gave a presentation of the project prior to it going before the Planning Commission.

Councilmember Campbell asked if this was simply a report where we give staff the nod to proceed with the preliminary work before any real decisions are made.

Mr. Shaver stated that is correct.

Councilmember Randall asked if the TIF and CID request with no property tax relief would be going to the Planning Commission.

Mr. Shaver stated TIF and CID are the only incentives being looked at, but the Planning Commission does not review those.

Mayor Copeland stated that there is no expectation that the City participates in this financially other than the two incentives mentioned.

Mr. Shaver stated that is correct.

**MUNICIPAL CODES**

2. Report regarding proposed amendments to Section 9.14.060 of the Olathe Municipal Code pertaining to Unattended Children in Vehicles.

Councilmember Bacon stated he is not opposed to how the ordinance is currently written. Mr. Bacon did not want to limit this to someone who is ten because you could have someone who is incapacitated that could be in danger if they are left in a car unattended. Mr. Bacon proposed the following language:

“No person shall be locked in an unattended vehicle unless such person has the present ability to release themselves from such vehicle.”

Councilmember Campbell would not want language to add an element that would create a loophole.

Councilmember Vogt would like to look at this a little bit more closely especially for those that are more vulnerable.

Mayor Copeland added that if you change this that the title will have to be changed from unattended children to something else.

Councilmembers asked that more options be presented for consideration and asked that this item be brought back to a future study session.

**B. DISCUSSION ITEMS**

**CITY MANAGER'S OFFICE**

1. City Manager's Office Activities and Initiatives.

Management Intern Craig Dudek gave a presentation covering the City Manager's Office activities and initiatives.

**12. EXECUTIVE SESSION**

Motion by Randall, seconded by Bacon to recess into an executive session for 30 minutes under the non-elected personnel exceptions to the Kansas Open Meetings Law to discuss the following item. Passed 6-0.

- A. Evaluation of the City Manager.

The meeting recessed at 9:20 p.m. with a 5 minute break preceding the executive session.

At 9:55 p.m. there was a motion by Copeland, seconded by Vogt to extend the executive an additional 30 minutes. Passed 6-0

At 10:35 p.m. there was a motion by Copeland, seconded by Vogt to extend the executive session an additional 15 minutes. Passed 6-0

At 10:50 p.m. there was a motion by Bacon, seconded by Vogt to extend the executive session an additional 10 minutes. Passed 6-0

Councilmember Campbell left the meeting at 10:50 p.m.

**13. RECONVENE FROM EXECUTIVE SESSION**

The meeting reconvened at 11:00 p.m.

**PERSONNEL**

- A. Evaluation of the City Manager.

Mayor Copeland stated that no decisions or votes were taken in executive session and that they will continue the City Manager evaluation discussion in two weeks.

**14. ADDITIONAL ITEMS**

City Manager Michael Wilkes stated we had County Appraiser Paul Welcome scheduled to speak to the City Council. Unfortunately he is unable to attend the meeting we had him scheduled to appear. Mr. Wilkes asked if the City Council would like to have a special call meeting on a different night to accommodate the presentation by Mr. Welcome, or have other thoughts.



Councilmembers agreed that viewing the PowerPoint presentation would be sufficient and if they needed follow-up they would invite Mr. Welcome to a future meeting.

Mayor Copeland reminded Councilmembers about their retreat and having it in April, or possibly May.

Mr. Copeland also reminded Councilmembers about the upcoming annual joint meeting with the Olathe School Board of Education.

**15. ADJOURNMENT**

The meeting adjourned at 11:09 p.m.

David F. Bryant III, MMC  
Deputy City Clerk

## COUNCIL AGENDA ITEM

CA-B

**Department:** Resource Management

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Dianna Wright/Emily Vincent

**Subject:** Consideration of Resolution No 17-1016 assigning the lease agreement and related bond documents by Lone Elm 515, LLC in connection with \$24,500,000 in industrial revenue bonds to Himoinsa Power Systems, Inc.

**Key Result Area:** Economic Sustainability

**Executive Summary:** In 2016, the City Council issued \$24,500,000 in industrial revenue bonds for the construction of a 515,000 square foot distribution warehouse facility on a portion of a 91 acre parcel located at the northeast corner of 167<sup>th</sup> Street and Lone Elm Road on behalf of Lone Elm 515, LLC. The project was approved for a 10 year, 50% real property tax abatement in accordance with City policy. This project was leased by the City to Lone Elm 515, LLC (the Original Lessee”).

The City has received a request by the Lessee for the assignment of their interest under the Lease Agreement, Performance Agreement and Bond Documents to Himoinsa Power Systems, Inc. The action will not affect the amount of bonds financing the project or the term of property tax abatement on the project.

Attached is a Resolution (Attachment A), prepared by the City’s bond counsel, Gilmore & Bell, P.C., which authorizes the assignment of the lease agreement and bond documents.

**Fiscal Impact:** Assignment of interests are common with industrial revenue bond financings and will not affect the amount of bonds financing the project or the term of property tax abatement on the project.

**Recommendations/Options/Action Requested:** Approve Resolution No. 17-1016 assigning the lease

agreement and bond documents from Lone Elm 515, LLC to Himoina Power Systems, Inc.

.

**Attachments:** Attachment A – Resolution No. 17-1016

Attachment B – Assignment Agreement

**RESOLUTION NO. 17-1016**

**A RESOLUTION CONSENTING TO THE ASSIGNMENT OF  
LEASE AGREEMENTS AND RELATED BOND DOCUMENTS  
BY LONE ELM 515, LLC IN CONNECTION WITH  
\$24,500,000 MAXIMUM PRINCIPAL AMOUNT OF TAXABLE  
INDUSTRIAL REVENUE BONDS (LONE ELM 515, LLC  
PROJECT), SERIES 2016 OF THE CITY OF OLATHE,  
KANSAS.**

**WHEREAS**, the City of Olathe, Kansas (the “City”) is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

**WHEREAS**, the City issued its Taxable Industrial Revenue Bonds (Lone Elm 515, LLC Project), Series 2016 (the “Bonds”), in the aggregate maximum principal amount of \$24,500,000, pursuant to a Trust Indenture dated as of December 1, 2016 (the “Indenture”), by and between the City and BOKF, N.A., as trustee (the “Trustee”), for the purpose of acquiring, purchasing, improving, equipping and constructing an approximately 515,000 commercial facility located at 16600 S. Theden Street, including land, buildings, structures, improvements, fixtures, machinery and equipment, located in the City of Olathe, Kansas (the “Project”); and

**WHEREAS**, the Project was leased by Lone Elm 515, LLC. (“Company”) to the City, pursuant to a Base Lease Agreement dated as of December 1, 2016, as supplemented (the “Base Lease Agreement”), by and between the City and Company; and

**WHEREAS**, the Project was then leased by the City to the Company pursuant to a Lease Agreement dated as of December 1, 2016, as supplemented (the “Lease Agreement”), by and between the City and Company; and

**WHEREAS**, the City and the Company entered into a Performance Agreement dated as of December 1, 2016 (the “Performance Agreement”) whereby the parties set forth the terms relating to tax abatement for the Project; and

**WHEREAS**, the City, the Company, and the Trustee entered into various other documents relating to the Bonds (the “Other Bond Documents”); and

**WHEREAS**, the Company is requesting the City’s consent to the assignment of the Company’s interest under the Base Lease Agreement, the Lease Agreement, the Performance Agreement, the Bonds and the Other Bond Documents to Himoina Power Systems, Inc., a Kansas corporation (the “Assignee”); and

**WHEREAS**, pursuant to **Section 6.8** of the Lease Agreement, the Company may assign the Lease Agreement only with the written consent of the City; and

**WHEREAS**, the City desires to consent to the assignment of the Company’s interest under the

{LR: 00260144.2 }

Base Lease Agreement, the Lease Agreement, the Performance Agreement, the Bonds and the Other Bond Documents to the Assignee;

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

**Section 1. Consent to Assignment.** The Governing Body of the City hereby consents to the assignment of the Base Lease Agreement, Lease Agreement, the Performance Agreement, the Bonds and the Other Bond Documents by the Company to the Assignee pursuant to the Assignment Assumption of Lease Agreements and Related Documents among the City, Company, Assignee and Trustee. The foregoing consent is contingent upon the satisfaction of all other requirements for assignments contained in the Lease Agreement.

**Section 2. Further Authority.** The Mayor is hereby authorized and directed to execute and deliver the Assignment and Assumption of Lease Agreement and Related Bond Documents in substantially the same form as prior industrial revenue bond assignments, with such revisions as the Mayor shall deem appropriate, evidencing the assignment of the Lease Agreement, the Performance Agreement, the Bonds and the Other Bond Documents, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the aforementioned documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 3. Effective Date.** This Resolution shall take effect and be in full force and effect from and after its adoption by the Governing Body of the City.

**ADOPTED** by the Governing Body of the City of Olathe, Kansas, this 21st day of February, 2017.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_

Mayor

SEAL

ATTEST:

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

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Title of Document: Assignment and Assumption of Lease Agreements and Related Bond Documents

Date of Document: March \_\_\_, 2017

Assignor: Lone Elm 515, LLC, a Kansas limited liability company

Assignee: Himoina Power Systems, Inc, a Kansas corporation

Assignee's Mailing Address: 16002 W. 110<sup>th</sup> Street, Lenexa, Kansas 66219

City: City of Olathe, Kansas, a municipal corporation

Legal Description: Exhibit "A", Page A-1

Reference Document No:

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*Please Return to:*  
Robert L. Patterson  
First American Title Insurance Company  
1201 Walnut Street, Suite 700,  
Kansas City, MO 64106

**ASSIGNMENT AND ASSUMPTION OF  
LEASE AGREEMENTS AND RELATED BOND DOCUMENTS**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS AND RELATED BOND DOCUMENTS** (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”), among **LONE ELM 515, LLC**, a Kansas limited liability company (“Assignor”), **HIMOINSA POWER SYSTEMS, INC.**, a Kansas corporation (the “Assignee”) and the **CITY OF OLATHE, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”).

**Recitals:**

**A.** The City has previously issued its \$24,500,000 aggregate maximum principal amount of Taxable Industrial Revenue Bonds (Lone Elm 515, LLC Project) Series 2016 (the “Bonds”), pursuant to a Trust Indenture dated as of December 1, 2016 (the “Indenture”), between the City and BOKF, N.A., as trustee (the “Trustee”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture).

**B.** The Assignor leased the Project to the City pursuant to a Base Lease Agreement dated as of December 1, 2016 (the “Base Lease Agreement”), between the Assignor and the City, and the Assignor and the City filed for record a Memorandum of Lease Agreement dated December 1, 2016, and recorded December 8, 2016 in Book 201612 at Page 3376.

**C.** The City leased the Project to the Assignor pursuant to a Lease Agreement dated as of December 1, 2016 (the “Lease Agreement”), between the Assignor and the City, and the Assignor and the City filed for record a Memorandum of Lease Agreement dated December 1, 2016, and recorded December 8, 2016 in Book 201612 at Page 3377.

**D.** The City and the Assignor entered into a Performance Agreement dated as of December 1, 2016 (the “Performance Agreement”) whereby the parties set forth the terms relating to tax abatement for the Project.

**E.** The Assignor, the City and the Trustee entered into various other documents relating to the Bonds (the “Other Bond Documents”), a complete set of which is contained in the Transcript of Proceedings Relating to the Issuance of the Bonds (the “Transcript”).

**F.** Assignor desires to assign and to transfer to Assignee all of Assignor’s right, title, and interest as lessee in and to the Base Lease Agreement, the Lease Agreement, the Performance Agreement and the Other Bond Documents.

**G.** Assignee desires to accept such assignment, subject to the terms and conditions set forth herein.

**Agreement:**

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, mutually agree as follows:

**1. Assignment.** As of the Effective Date, Assignor does hereby grant, assign, sell, convey and set over unto Assignee the following (collectively, the “Assigned Interests”):

(a) The leasehold estate created under the Lease Agreement, together with all of Assignor’s rights and interest under the Lease Agreement, which demises the Project, including the real estate situated in the City of Olathe, Kansas as more particularly described on **Exhibit A** attached hereto and made a part hereof, and all of Assignor’s rights and interests in the Project, including the buildings, structures, improvements, fixtures, machinery and equipment situated on the real estate and all additions, alterations, modifications, and improvements thereof (collectively, the “Property”);

(b) All of Assignor’s rights and interest under the Base Lease Agreement, the Performance Agreement and the Other Bond Documents; and

(c) All of Assignor’s rights and interest in the Bonds.

**2. Assumption.** Assignee, for itself and its successors and permitted assigns, does hereby accept the assignment of the Assigned Interests as of the Effective Date, and agrees to assume and perform, observe and discharge all of the obligations, terms, covenants and conditions to be performed or observed by Assignor under the Base Lease Agreement, the Lease Agreement, the Performance Agreement, the Bonds and the Other Bond Documents which accrue on or after the Effective Date, including, but not limited to, the obligation to pay rent, additional rent and any other charges payable thereunder.

**3. Indemnification by Assignor.** Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its successors and assigns, from and against any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys’ fees), court costs, suits, judgments, liability, claims and demands whatsoever, in law and in equity, incurred or suffered by Assignee, its legal representatives, successors and assigns or any of them, arising out of or in connection with the Base Lease Agreement, the Lease Agreement, the Performance Agreement, the Bonds and the Other Bond Documents as to events occurring and obligations accrued prior to the Effective Date.

**4. Delivery of Documents; Representations.** Pursuant to **Section 6.8** of the Lease Agreement, the Assignor represents that all conditions precedent to the assignment have been satisfied. The Assignor represents that there has been no damage or destruction to the Project that has not been repaired, restored and replaced in accordance with the terms of the Lease Agreement.

**5. Consent and Release.** Pursuant to **Section 6.8** of the Lease Agreement, the City hereby consents to the assignment of the Base Lease Agreement, Lease Agreement, the Performance Agreement and the Other Bond Documents from the Assignor to the Assignee. The City hereby releases the Assignor from all liability under the Base Lease Agreement, the Lease Agreement, the Performance Agreement and the Other Bond Documents occurring on and after the Effective Date.

**6. Notice Address.** The Assignee represents that the notice address of the Assignee for purposes of the Base Lease Agreement, Lease Agreement, Performance Agreement and the Indenture is:

Rafael Rodriguez-Acosta  
President  
Himoinsa Power Systems, Inc., a Kansas corporation



16002 W. 110th Street  
Lenexa, Kansas 66219  
Telephone No.: 913-495-5557  
Email Address: rracosta@hipowersystems.com

**7. Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

**8. Receipt of Transcript.** Assignee hereby represents that it has received and reviewed the copy of the Transcript delivered to it by Assignor.

**9. Recording.** Assignee shall submit this Agreement for recording in the Office of the Register of Deeds of Johnson County, Kansas on or about the date hereof.

**10. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas and each party agrees to jurisdiction and venue in said state and the federal and state courts located in such state.

**11. Counterparts.** This Agreement may be executed and delivered in any number of counterparts, or by the parties on separate counterpart signature pages, all of which shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**ASSIGNOR:**

**LONE ELM 515, LLC,**  
a Kansas limited liability company

By: \_\_\_\_\_  
Name: David M. Harrison  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public in and for the County and State aforesaid, came David M. Harrison, Manager of Lone Elm 515, LLC, a Kansas limited liability company, 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 limited liability company, and such officer duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

[SEAL]

\_\_\_\_\_  
Notary Public

Typed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_.

**ASSIGNEE:**

**HIMOINSA POWER SYSTEMS, INC.,** a Kansas corporation

By: \_\_\_\_\_  
Rafael Rodriguez-Acosta, President

STATE OF KANSAS                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Rafael Rodriguez-Acosta, President of Himoinsa Power Systems, Inc., a Kansas corporation, 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 corporation, and such officer duly acknowledged the execution of the same to be the act and deed of said corporation.

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

[SEAL]

\_\_\_\_\_  
Notary Public

Typed Name:\_\_\_\_\_

My commission expires \_\_\_\_\_.

**CITY OF OLATHE, KANSAS**

[SEAL]

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

ATTEST:

\_\_\_\_\_  
David F. Bryant, III,  
Deputy City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
  ) SS.  
COUNTY OF JOHNSON            )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Michael E. Copeland, the Mayor of the City of Olathe, a municipal corporation and David F. Bryant, III, the Deputy City Clerk, who are each personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said municipal corporation, and such officers duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

[SEAL]

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

**CONSENT OF TRUSTEE**

BOKF, N.A., as trustee, hereby acknowledges and consents to the execution and delivery of this Assignment and Assumption of Lease Agreements and Related Bond Documents dated \_\_\_\_\_, 2017, among Lone Elm 515, LLC, Himoina Power Systems, Inc., and the City of Olathe, Kansas.

**BOKF, N.A.**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSOURI            )  
  ) SS.  
COUNTY OF JACKSON        )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, the \_\_\_\_\_ of BOKF, N.A., a national banking association, 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 banking association, and such officer duly acknowledged the execution of the same to be the act and deed of said banking association.

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

\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires: \_\_\_\_\_.

## **EXHIBIT A**

### **Legal Description**

LOT 1, TRACT A AND TRACT B, LONE ELM 515, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

## COUNCIL AGENDA ITEM

**CA-C**

**Department:** City Manager's Office

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Brenda Long

**Subject:** Consideration of business expense statement for Mayor Michael Copeland for expenses incurred to attend the Conference of Mayors in Washington DC, January 17-21, 2017.

**Focus/Perspective Area:** Engaged Workforce

**Executive Summary:** Expense statements are presented for Council review and approval in accordance with Administrative Guideline F-01, which requires that all travel expenses for the Mayor be placed on the Council agenda for approval.

**Fiscal Impact:** See attached statements; expenses were included in 2017 budget.

**Recommendations/Options/Action Requested:**

Approve the attached business expense statements as part of the Consent Agenda

**Attachments:** BES-Conference of Mayors-Copeland



Complete the yellow cells

**Business Expense Statement (BES)**

Statement to be completed according to Admin. Reg. F-01

Form must be submitted by the 15th of the following month. Attach a memo to the Approving Authority with their approval

if late or grand total exceeds 10% of Travel Authorized.

BES expenses must be within 10% of Travel Request Authorization (TRA).

Name:	Michael Copeland	Employee #	125633	Department:	CMO
Business Expense Purpose:	US Conference of Mayors	Destination:	Washington DC		
Departure Date:	1/17/17	Return Date:	1/20/17		
Comments:	0			E1 Budgeted Acct #	1001010.62220
Sharing hotel room? Whom with:	0				

Total Expenses from TRA		BES	Paid with City PCard	Paid to Vendor	Paid to Employee
Registration:	1,200.00	Registration:	1,200.00		
Airfare:	350.00	Airfare:			410.96
Lodging:	2,466.75	Lodging:			2,456.05
Car Rental:	-	Car Rental:			
KCI Airport parking:	54.00	KCI Airport parking:			36.00
		<b>Meals Overnight Travel</b> Search for City - GSA.gov website If city is not listed search for the county gsa.gov link "Nat'l Assn of Counties" (NACO) Enter Per Diem Rate (cell H19) # of days (cell I19) M&IE Meal breakdown will auto populate No receipts required			
Per Diem for Meals:	414.00	Per Diem for Meals:			312.00
<b>STOP</b> Go to Page 2 Now and complete then RETURN here to allocate expense & complete the BES					
Allocate Page 2 Totals to yellow cells		Paid with City PCard	Paid to Vendor	Paid to Employee	Totals from page 2
Private Vehicle Mileage:	43.20	Mileage:		43.20	43.20
Cab/Shuttle fares:		Cab/Shuttle fares:			
Tolls/Baggage fees:	150.00	Tolls/Baggage fees:		48.77	48.77
Fuel - City Vehicle:	-	Fuel - City Vehicle:			
Meals Local:	-	Local Meals:			
		Business Meeting:			
Miscellaneous Expense:	-	Miscellaneous Expense:			
<b>TOTAL TRA EXPENSES</b>	<b>4,677.95</b>	<b>TOTAL EXPENSES</b>		<b>4,506.98</b>	

Include all cost &amp; fees - Itemized receipt for Lodging required

Per Diem:	Rate	# of days	
	69.00	5.0	345.00
Meals Provided will deduct from per diem:			
Breakfast	16.00	1	16.00
Lunch	17.00	1	17.00
Dinner	31.00		-

Comments:	
The Mayor did not receive a Travel Advance.	
if not 0 all totals are not allocated	

Total Expensed paid by employee 3,306.98 ✓  
 Travel Advance issued to Employee ☒ ✓  
 Amount owed Employee/ (owed to City) 3,306.98 ✓

ACH direct deposit rather than a check  
 can be provided. Complete and submit  
 AP ACH form

I certify that I have incurred all of the expenses listed above on behalf of the City and that they are directly related to the active conduct of the City's business.

Page 1 of 2

Employee Signature	Date	Division Manger Signature	Date	Department Manager	Date	City Manager Signature (if required)	Date
--------------------	------	---------------------------	------	--------------------	------	--------------------------------------	------

Connie 2/13/17



## Business Expense Statement continued

Name: Michael Copeland  
 Business Expense Purpose: Washington DC

Department: CMO

Mileage Calculation: *Mileage log may be used for detail*

Date	Destination	Rate	Miles	Amount
1/16/17	To MCI	0.54	40	21.60
1/22/17	From MCI		40	21.60
				-
				-
				-
Total				43.20 ✓

Cab/Shuttle fares/Tolls:

Date	Description	Amount
1/19/17	Uber to Capitol	10.58 ✓
1/19/17	Uber to Hotel	6.53 ✓
1/22/17	Uber to Airport	31.66 ✓
Total		48.77

Fuel - City Vehicle:	Date	Amount
Total		-

Meals Local:

Date	Breakfast	Lunch	Dinner	Maximum allowed:
				Breakfast 15.00
				Lunch 16.00
				Dinner 28.00
				Receipts are required
Total				-

Business Meeting & Guests:

Date	Purpose	Firm & Persons Present	Amount
Total			-

Miscellaneous Expense:

Date	Description	Amount
Total		-

## COUNCIL AGENDA ITEM

CA-D

**Department:** Legal; Resource Management      **Council Meeting Date:** February 21, 2017

**Staff Contact:** Ron Shaver; Dianna Wright

**Subject:** Consideration of a Pre-Development Agreement with Ridgeview Equities, LLC, for a development project at the southwest corner of K-10 Highway and Ridgeview Road.

**Key Result Area:** Economic Sustainability

**Executive Summary:** This item was presented as a report on the February 7 City Council agenda.

City staff has been engaged in discussions with Ridgeview Equities, LLC (“Developer”), the developer of the retail area at the southwest corner of K-10 and Ridgeview Road, regarding construction of a multi-sport outdoor athletic complex, retail and hotel development (the “Project”). As a result of these continued deliberations, the City and the Developer have come to terms in a pre-development agreement to construct the Project.

The pre-development agreement sets forth the general terms by which the Developer will construct the project, including 1) Project submittal timelines, including financial information regarding the Project, 2) Developer disclosures, including spending reports and a development calendar, and 3) utilization of certain financial incentives by the City to facilitate construction of the Project.

Approval of the pre-development agreement (Attachment A) will allow the process to begin to develop the Project. The rezoning and preliminary plan applications for the Project were reviewed and approved by the Planning Commission on February 13, 2017. Staff will work with the Developer to prepare additional financial information for the Project before additional steps in the development process are made.

**Fiscal Impact:** To be determined.

**Recommendations/Options/Action Requested:** Approve the Pre-Development Agreement with Ridgeview Equities, LLC, for a development project at the southwest corner of K-10 Highway and Ridgeview Road.

**Attachments:** Attachment A – Pre-Development Agreement

## PREDEVELOPMENT AGREEMENT

This Predevelopment Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), between the **CITY OF OLATHE, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas ("City"), and **RIDGEVIEW EQUITIES, LLC**, a Kansas limited liability company, or assigns ("Developer") (collectively, the "Parties").

### RECITALS

WHEREAS, the Developer has purchased a property in the City at the southwest corner of Ridgeview and K-10 Highway, as more particularly described in **Exhibit A** attached hereto (the "Ridgeview Property"), and wishes to redevelop the Ridgeview Property; and

WHEREAS, the City has created, at the request of the Developer, a redevelopment district (the "TIF"), and the Developer intends to prepare and submit a TIF project plan (the "TIF Project Plan") in accordance with the Tax Increment District Financing Act, K.S.A. 12-1770 *et seq* (the "TIF Act") which includes the Ridgeview Property, and

WHEREAS, the Developer has filed a petition with the City requesting the creation of a community improvement district ("CID") in accordance with the Community Improvement District Act, K.S.A. 12-6a26 *et seq*. (the "CID Act") on the Ridgeview Property and surrounding properties as agreed to by the Parties; and

WHEREAS, the Developer has also requested the City to issue its industrial revenue bonds (the "IRBs") to enable the Developer to obtain a sales tax exemption certificate on building materials used to construct a Project (as hereinafter defined) and, if the requests for the CID and sales tax exemption are approved by the City in accordance with the City's CID Policy (Policy F-9) and industrial revenue bond policy (Policy F-5), and if the City adopts the Developer's TIF Project Plan in accordance with the TIF Act and the City's TIF policy (Policy F-7), the City may be requested to provide such other services and assistance as may be required to implement and administer those requests through their completion (collectively, the "Request"); and

WHEREAS, the City does not have a source of funds to finance costs incurred for additional outside legal, financial and planning consultants or for direct out-of-pocket expenses and other reasonable costs resulting from outside services related to the Request, including those services rendered to the Developer to review, evaluate, process and consider the requests for adoption of a TIF Project Plan, creation of the CID and implementation of a CID sales tax, and issuing the IRBs (collectively, the "Charges"); and

WHEREAS, the City acknowledges that the risks and costs of preliminary planning activities and other requirements associated with the TIF, CID and IRBs are greater than those associated with ordinary development and desire to provide an inducement to Developer to pursue the Project and make the Request and incur certain costs related to redevelopment of the Ridgeview Property which may be reimbursable under the TIF Act and/or the CID Act and the

City's TIF and CID policies (the "Eligible Expenditures") but not for costs which are not otherwise reimbursable under the TIF Act, the CID Act, or the City's TIF Policy or CID Policy (the "Ineligible Expenditures"); and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms of the inducement provided by the City to Developer and to provide for the funding of consultants used by the City to evaluate the Request of Developer to enable development, construction and operation of a multi-sport outdoor athletic complex, retail and hotel development and other facilities incidental thereto (the "Project") on the Ridgeview Property, and further desire to demonstrate a partnership to redevelop the Ridgeview Property and to ensure a mutually beneficial arrangement for financing the Project before entering into a formal redevelopment agreement.

## **AGREEMENT CITY SERVICES & EXPENDITURES**

- 1. Services to be Performed by the City.** The City shall:
  - A. Prepare or consult with the Developer on the preparation of and consider in good faith the Developer's CID petition in accordance with the provisions of the CID Act and any other applicable provisions of Kansas law, give all notices in a timely manner, make all legal publications and hold hearings as required by the CID Act and any other applicable provisions of Kansas law;
  - B. Prepare or consult with the Developer on the preparation of and consider in good faith the TIF Project Plan in accordance with the provisions of the TIF Act and any other applicable provisions of Kansas law, give all notices in a timely manner, make all legal publications and hold hearings as required by the TIF Act and any other applicable provisions of Kansas law;
  - C. Provide necessary staff, legal, financial, and planning assistance to prepare and present the Request to the Governing Body of the City and to prepare and present required resolutions and ordinances to the Governing Body of the City to create the TIF and CID and issue the IRBs, including the use of outside counsel and consultants;
  - D. If the Governing Body of the City approves the Request, provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement between the Developer and the City for implementation of Developer's requests in accordance with the schedules provided herein; and
  - E. If a definitive agreement is entered into, provide the necessary staff, legal, financial and planning assistance to administer such agreement.
- 2. City Expenditures.**

- A. The City shall, within twenty (20) days of the effective date of this Agreement and prior to incurring any Charges, prepare a line item budget of expected Charges it anticipates it will incur in furtherance of this Agreement which shall be reviewed and approved by the Developer, whose approval shall not be unreasonably withheld (the "Authorized Charges"). Any Charges that are not Authorized Charges shall be specifically approved by Developer prior to the City incurring such, whose approval shall not be unreasonably withheld. Upon approval by Developer, such Charges shall be deemed Authorized Charges to be paid for as provided herein.
- B. The City and the Developer agree that the City will be reimbursed for all Authorized Charges necessary to perform its obligations under this Agreement from the proceeds of the incremental TIF revenues and/or CID sales tax revenues described herein; provided that the City agrees to work in good faith with the Developer to negotiate a "not to exceed agreement" with the City's financial advisor and will notify Developer before engaging any consultant or advisor other than Columbia Capital Management, LLC (as financial advisor) and Gilmore & Bell, P.C. (as bond counsel). No City staff costs, other than costs included in City-imposed fees, shall be Authorized Charges. Developer shall have no personal financial liability to pay the City's Authorized Charges herein.

#### **UNDERTAKINGS AND OBLIGATIONS OF THE PARTIES**

- 3. **Undertaking of Developer.** Developer hereby agrees to prepare and conduct any and all items deemed Eligible Expenditures herein which are necessary to complete the Project. Developer agrees to schedule meetings with City staff to determine financing, reviews and a timeline for future approvals. The performance of all activities by Developer hereunder shall be as an independent contractor and not as an agent of the City.
- 4. **Project Formation and Developer Expenditures.** The Parties agree to the following steps in furtherance of the Purposes of this Agreement:
  - A. The Developer acknowledges that the City has created the TIF and the City acknowledges that Developer has filed a petition for creation of the CID. Within ninety (90) days of the Effective Date of this Agreement, Developer shall submit to the City a TIF Project Plan. The TIF and CID will be for the following terms:
    - i. The TIF Project Plan may provide that the Developer will be reimbursed for eligible project costs from the incremental property taxes generated from the Project and from up to 100% of the City's 1% general sales tax generated from the Project. The "TIF Term" will be based on a revenue study conducted prior to the Governing Body approving the TIF Project Plan. The revenue study shall show that the Project will generate sufficient revenues to reimburse Developer for all City approved TIF-eligible project costs in no more than twenty (20) years. The Developer shall be responsible for payment of all fees and satisfaction of all other applicable

requirements as provided in the City's TIF Policy. All City approved TIF-eligible expenditures shall be reimbursed on a pay-as-you-go basis after deducting the City's TIF administrative service fees.

- ii. The CID petition may provide that Developer will be reimbursed for eligible project costs from up to 100% of a 1.0% CID sales tax levied in the CID (the "CID Sales Tax") for the cost of Projects (as defined in the CID Act and as permitted in the City's CID policy). The developer shall be responsible for payment of all fees as provided in the City's CID policy. The "CID Term" will be based on a revenue study conducted prior to the Governing Body approving the aforementioned TIF Project Plan. The revenue study shall show that the Project will generate sufficient revenues to reimburse Developer for all City approved CID-eligible project costs in no more than twenty (20) years. All City approved CID-eligible expenditures shall be reimbursed on a pay-as-you-go basis after deducting the City's CID administrative service fees.
- B. In accordance with the City's TIF and CID policies, the Developer shall contribute no less than fifty percent (50%) of the total amount of the total amount of Project costs from private equity and private financing, and shall also demonstrate that but for the City providing incentives for the Project, the Developer would be unable to construct the Project.
- C. The Developer shall, within sixty (60) days of the Effective Date of this Agreement, submit to the City its anticipated Project Budget in furtherance of this Agreement (including all Eligible Expenditures and Ineligible Expenditures) which shall be promptly reviewed by the City for conformance with the City's TIF and CID policies and the terms of this Agreement.
- D. When Developer has incurred costs for the Project and seeks reimbursement of Eligible Expenditures as set forth herein, Developer shall submit, on no more than a monthly basis, a Certification of Expenditures in substantially the form of Exhibit B, for reimbursement of Eligible Expenditures. The City shall promptly review each Certification of Expenditures and may either request further documentation to validate the amount requested for reimbursement in accordance with the terms of this Agreement and the TIF and CID Acts, or may approve such request, which approval shall not be unreasonably withheld. The City shall pay the Developer the amounts certified within thirty (30) days of approving a Certification of Expenditures in writing. If such funds are not so received due to the City's inability to process the Certification of Expenditures within thirty (30) days of approval in writing, the unpaid balance shall be subject to a penalty of one and one half percent (1.5%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%) per annum, and Developer shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to **Section 10.A**. City shall reimburse Developer for

approved Eligible Expenditures in a timely manner so that Developer activities pursuant to this Agreement may continue without interruption.

- E. The City shall disburse the Funds to Developer for reimbursement of Eligible Expenditures on no more than a quarterly basis. Upon reasonable notice, the Developer shall make its records available for inspection by City with respect to such reimbursement requests. The City assumes no financial liability for contracts between Developer and its contractors performing work hereunder.

5. **Priority of the Project.** The City and Developer mutually acknowledge the importance of developing the Ridgeview Property expeditiously and with the highest of quality. The City and Developer hereby confirm that development of the Ridgeview Property is a project of the highest priority as compared with other projects in which each Party is currently engaged and will be engaged during the effective term of this Agreement, and at all times during the development of the Ridgeview Property City and Developer will utilize their resources, including but not limited to, available staff and capital resources, to ensure that the Project remains a high priority.

6. **Developer Disclosures.** Developer hereby represents and warrants that it has the financial wherewithal to construct and operate the Project; provided that Developer is able to obtain financing for the Project on commercially-reasonable terms. Developer agrees to provide the City the following information to demonstrate its continuous ability to finance the Project:

- A. **Monthly Spending Reports.** Developer shall provide monthly reports to the City on money spent on the Project, beginning with the Effective Date of this Agreement until the termination of this Agreement; such reports may include, but not be limited to, costs regarding market studies, engineering studies, surveys, and related reports and studies which demonstrate Developer's capital investment in the Project and the requested investment of the City through financial incentives.
- B. **Development Calendar.** Developer shall provide a calendar to the City which identifies the projected progress of the Project over a reasonable period, including but not limited to, studies, design, and governmental approvals. The Development Calendar may be amended from time to time in writing by authorized representatives of the Parties.
- C. **Open Records Act.** Any and all information provided by Developer to the City pursuant to this Section shall be deemed private, proprietary information, and shall not be accessible to the public in accordance with K.S.A. 45-221 (a) (13), (20), (31), (32), and (33). Accordingly, the City will designate a third party agent to receive such information and review such information on behalf of the City to determine compliance with the requirements of this Section.

7. **Reimbursement by the City.**

All amounts paid by the Developer to the City pursuant to this Agreement are expected to be eligible "redevelopment project costs" in accordance with the TIF Act, which would be eligible to be reimbursed to the Developer on a pay-as-you-go basis from tax increment revenues or would be eligible as "costs" under the CID Act.

**8. Development Timeline.**

- A. The "Exclusive Development Period" shall begin on the Effective Date and extend for a period of one hundred eighty (180) days.
  - i. In the event that a TIF Project Plan has been prepared and submitted to the City, but the TIF Project Plan has either been disapproved or not acted upon by the City, the Exclusive Development Period shall be extended for an additional one hundred eighty (180) days (or a total of three hundred sixty (360)) days.
  - ii. Upon approval of a Project Plan by the City, the Exclusive Development Period shall be extended for an additional period of one hundred eighty (180) days from the date of publication of the ordinance adopting the Project Plan (the "TIF Project Plan Effective Date").
  - iii. The Developer agrees to use its commercially-reasonable best efforts to substantially complete construction and begin operations of the Project within one hundred eighty (180) days from the TIF Project Plan Effective Date. The Exclusive Development Period, or any segment thereof, may be extended by the City, in its sole discretion.
- B. In consideration of Developer's commitment to expend resources and pay the Charges related to the Request, the City agrees, during the Exclusive Development Period, to not consider any public financing requests of any type on the Ridgeview Property unless Developer or a related party is the applicant for such.

**TERM & TERMINATION**

9. **Term.** The Term of this Agreement shall commence on the Effective Date and shall expire upon that date which is the earlier to occur of (i) the Parties entering into a formal development agreement for the Ridgeview Property prior to expiration of the Exclusive Development Period; or (ii) termination of this Agreement as provided in Section 10 herein (the "Term"). Notwithstanding anything to the contrary in this Agreement, the Parties hereby reserve the right to enter into negotiations regarding a formal development agreement regarding the Project while this Agreement remains in effect. Should the Parties fail to enter into a formal redevelopment agreement by September 1, 2017 due to Developer's inability to complete all items necessary to fulfill the purposes of this Agreement, the City may extend the Term up to an additional ninety (90) days upon written request by Developer. If the Developer remains unable to complete all items necessary to fulfill the purposes of this Agreement after extension of the



Term as provided in this section, the City may immediately take all necessary steps to dissolve the TIF and the CID by ordinance.

10. **Termination.**

- A. In the event the Developer fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within thirty (30) days after written notice to the Developer of the default. Termination by the City shall also terminate any duties and obligations of the City with respect to this Agreement, including, but not limited to, the City's processing of Developer's Request and disbursement of funds for Eligible Expenditures previously submitted in a Certification of Expenditures by Developer and approved by City which had not yet been disbursed to Developer on a pay-as-you go basis. Upon such termination, the City shall dissolve the TIF and the CID by ordinance as set forth in **Section 9**.
- B. The parties hereto acknowledge that the Developer may determine to abandon the Request. Upon written notice of abandonment by the Developer, this Agreement shall terminate and the City may terminate any other agreement between the parties and the City may dissolve the TIF and the CID by ordinance as set forth in **Section 9**. Should the Developer determine to abandon the Request, or proceed with the Request and later desire to sell all or a portion of the Project and any improvements related thereto, the Developer agrees to provide the City a right of first refusal to purchase all or a portion of the Ridgeview Property and/or the Project.

**MISCELLANEOUS**

11. **Waiver of Breach.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

12. **Force Majeure.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by any government authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, failure of the City to timely approve any request of the Developer, war terrorism or other reason of a like nature not the fault of the party delayed in

performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

**13. Organization and Due Authorization Covenants of Parties.**

- A. Representations and Warranties of Developer. Developer represents and warrants to the City as follows:
- i. Organization. Developer is a Kansas limited liability company. Developer shall (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.
  - ii. Authority. The execution, delivery and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.
  - iii. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.
  - iv. No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby. If the Parties mutually determine that a Project is feasible to construct on the Ridgeview Property, any customary governmental consents, financial incentives, or

other approvals to construct the Project shall be subject to the requirements of the TIF Act and the terms of a formal development agreement between the City and the Developer.

- v. TIF and CID Policies. The Developer represents that it has reviewed copies of the City's current TIF Policy and CID Policy, which are attached hereto as **Exhibit C**, and understands and agrees to comply with both such policies.

**14. Representations and Warranties of the City.**

- A. Authority. The execution, delivery and performance by the City of this Agreement are within its powers and have been duly authorized by all necessary action.
- B. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the City or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the City is bound or to which the City is subject.
- C. No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution and delivery by the City of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the performance by the City of this Agreement or the consummation of the transactions contemplated hereby. The City acknowledges that any consent it is required to provide to Developer in furtherance of this Agreement shall not be unreasonably withheld in accordance with **Section 4**.

15. **Notice.** Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City of Olathe, Kansas  
Attn: City Manager  
P.O. Box 768  
Olathe, Kansas 66051-0768

With a copy to:

City of Olathe, Kansas  
Attn: City Attorney  
P.O. Box 768  
Olathe, KS 66051-0768

To the Developer:

Ridgeview Equities, LLC  
Attn: Michael Christie  
13617 W. 109<sup>th</sup> Street  
Lenexa, Kansas 66215

With a copy to:

Lewis A. Heaven, Jr.  
Lathrop & Gage LLP  
10851 Mastin Blvd, Ste 1000  
Overland Park, Kansas 66210

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

16. **Legal Representation of the Parties.** This Agreement was negotiated by the parties hereto with the benefit of legal representation. Any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against either party hereto shall not apply to any interpretation or construction hereof.

17. **Amendments.** This Agreement may be amended, changed or modified only by a written agreement duly authorized and executed by the City and Developer.

18. **Assignment.** This Agreement shall be binding upon the Parties and their respective successors and assigns. However, Developer may not assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld; provided no consent shall be necessary if such assignee is an affiliate of Developer or in which Developer or its LLC members own or control at least 51% of such assignee.

19. **Construction and Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

20. **Time.** Time is of the essence in this Agreement.

21. **Counterparts.** This Agreement may be executed in multiple originals or counterparts, each of which will be an original and when all of the parties to this Agreement have signed at least one (1) copy, such copies will constitute a fully executed and binding Agreement.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF OLATHE, KANSAS

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

Attested by:

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

(Seal)

Approved as to Term and Legality by:

\_\_\_\_\_  
Ron Shaver, City Attorney

RIDGEVIEW EQUITIES, LLC,  
a Kansas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**RIDGEVIEW PROPERTY**

**RIDGEVIEW PROPERTY**  
**LEGAL DESCRIPTION**

**EXHIBIT B**  
**FORM OF CERTIFICATION OF EXPENDITURES**



**EXHIBIT B**

**FORM OF CERTIFICATION OF EXPENDITURES**

Requisition No. \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**CERTIFICATION OF EXPENDITURES**

TO: CITY OF OLATHE, KANSAS (the "City")

The undersigned hereby states and certifies that a total of \$\_\_\_\_\_ has been paid as Eligible Expenditures (as defined in the Predevelopment Agreement dated \_\_\_\_\_ between the City and the undersigned) in such amounts, to such payees and for such purposes as set forth on Schedule 1 attached hereto.

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, purchase, construction, improving, equipping or remodeling of the Project, have been properly incurred and are Eligible Expenditures, and have been paid by or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous certification to the City; (ii) as of this date, except for the amounts referred to above, there are no, to the best of my knowledge, outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, construction, improving, equipping or remodeling of said buildings and improvements which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part Thereof; and (iii) the amounts requested have not been previously requested as Eligible Expenditures.

RIDGEVIEW EQUITIES, LLC,  
a Kansas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1 TO REQUISITION CERTIFICATE**

**Schedule Ito Requisition  
Break-Out of Costs**

COE #

<u>Category</u>	<u>Vendor/Supplier</u>	<u>Invoice Amount</u>	<u>Description</u>	<u>Total</u>
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**EXHIBIT C**

**CITY OF OLATHE**  
**TIF AND CID POLICIES**

## COUNCIL AGENDA ITEM

CA-E

**Department:** Public Works, City Planning Division

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Dan Fernandez, Planner II

**Subject:** Consideration of acceptance of the dedication of public easements on a final plat, (P-16-061) for Battle Creek Apartments, consisting of 3 lots and 3 tracts on 23.13± acres; located in the vicinity of 119<sup>th</sup> Street and Sunset Drive.

**Focus/Perspective Area:** Economic Viability

**Executive Summary:** The *Unified Development Ordinance (UDO)* requires that the final plat shall be submitted to the Governing Body for review of land proposed to be dedicated for public purposes such as right-of-way, open space and easements.

This is a request for acceptance of the dedication of land for public easements on a final plat (replat) for Battle Creek Apartments on 23.13± acres, located in the vicinity of 119<sup>th</sup> Street and Nelson Road. The subject property was rezoned from R-1 to R-3 (RZ-19-91) in January 1992 and a final plat (P-96-98) for Battle Creek was approved in 1999.

A final development plan (PR-16-044) showing 12 buildings and 228 units for this property was approved by the Planning Commission at their January 23, 2017 meeting. An exception was granted by the Planning Commission to permit buildings up to four stories in height. The taller buildings are to be located towards the rear of the property and due to the slope of the site, will not be visible from 119<sup>th</sup> Street or Nelson Road. ■

The final plat includes 3 lots and 3 tracts. The lots meet all dimensional requirements for R-3 Districts. The apartment buildings will be located on the 3 proposed lots. The three tracts are to be used for landscaping, monuments, trails, private open space and stormwater. All tracts will be owned and maintained by the developer/property owner. Language shall be added to the plat stating that existing trees shall be preserved. Also, tree preservation fencing shall be placed in accordance with the preliminary site development plan.

The development meets the Building Design Category B and the Site Design Category 3 requirements found in the Unified Development Ordinance (UDO).

The property is located in the City of Olathe Water and Johnson County Wastewater service areas. Water main extensions are required for this proposed development. The development will have one access drive onto 119<sup>th</sup> Street and an additional access drive onto Nelson Road. There are no excise fees due with this application as the property is already platted.

A landscape plan has been submitted for the entire development with the final development plan. The plan does include large areas of tree preservation along 119<sup>th</sup> Street and Nelson Road.

On January 23, 2017, the Planning Commission unanimously approved Battle Creek Apartments with stipulations shown on page 8 of the meeting minutes, and recommended approval of the dedication of land for public purposes.

**Fiscal Impact:** None

**Recommendations/Options/Action Requested:**

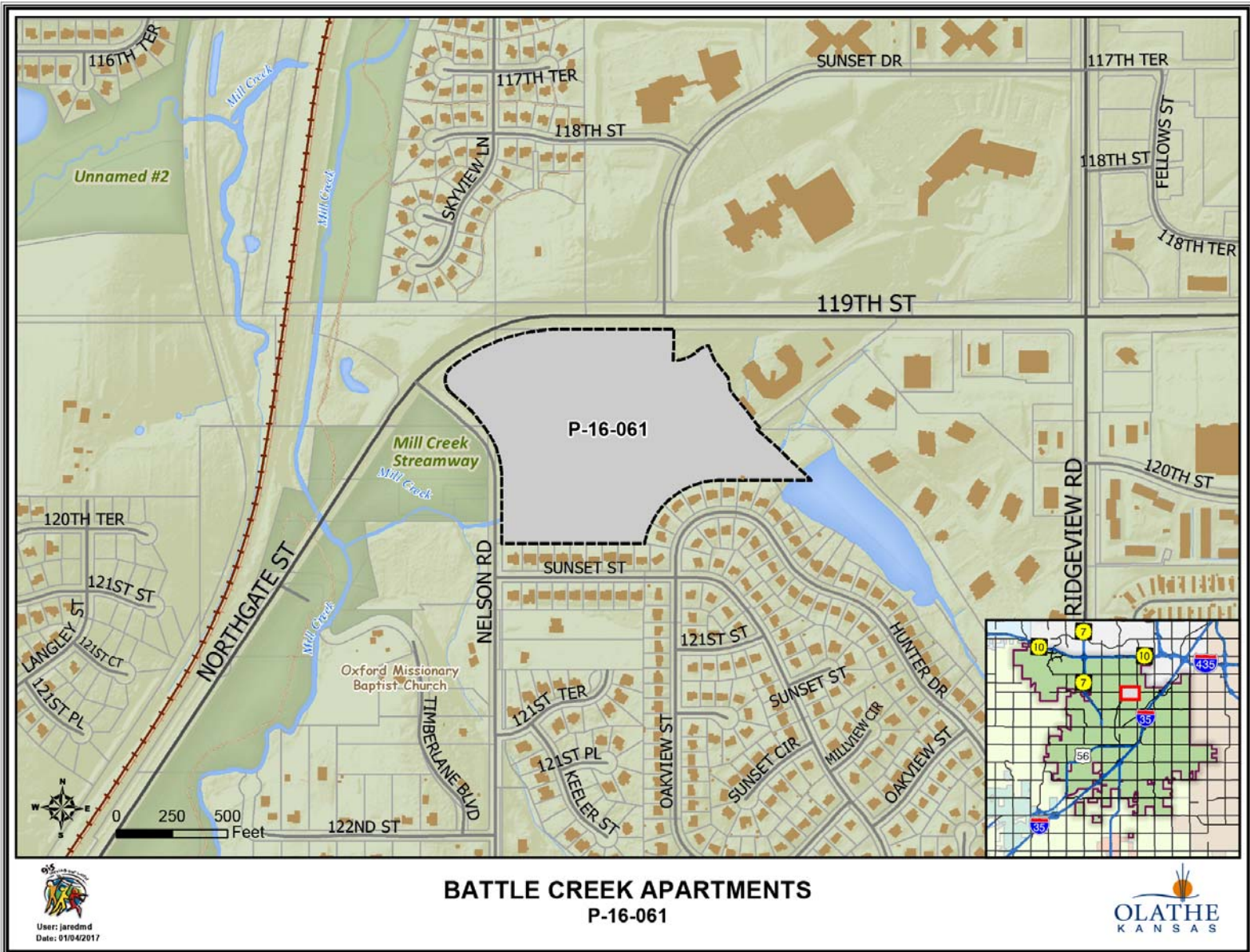
1. Approve the dedication of land for public easements for the Battle Creek Apartments (P-16-061).
2. Reject the dedication of public easements for the final plat for Battle Creek Apartments (P-16-061) and

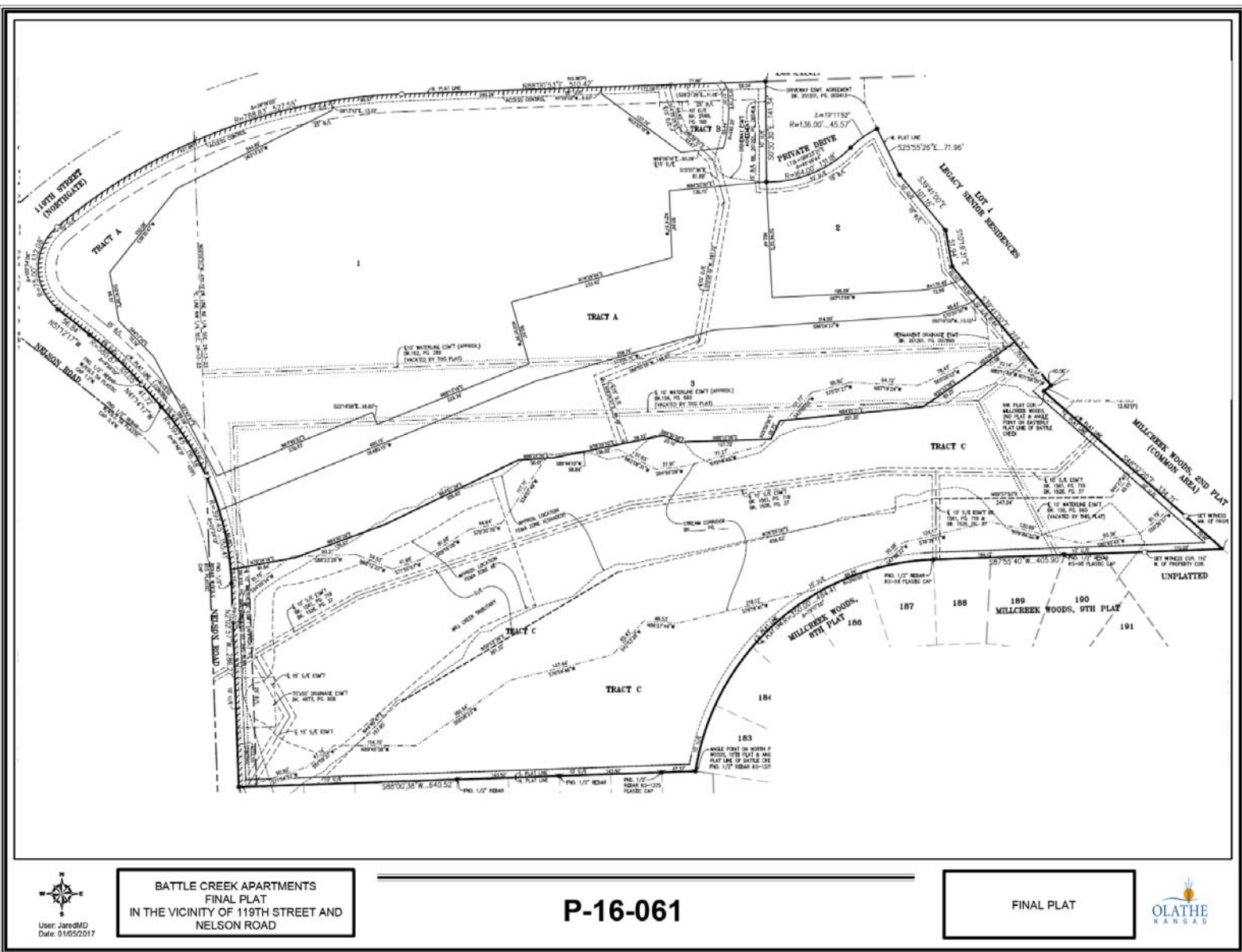
return to the Planning Commission for further consideration, advising the Commission of the reasons for the rejection.

**Attachments:**

A: Maps

B: Planning Commission minutes





User: jaredmo  
Date: 01/05/2017

BATTLE CREEK APARTMENTS  
FINAL PLAT  
IN THE VICINITY OF 119TH STREET AND  
NELSON ROAD

P-16-061

FINAL PLAT







City of Olathe  
City Planning Division

## MINUTES

### Planning Commission Meeting: January 23, 2017

<b>Application:</b>	<b><u>P-16-061</u> Final Plat (replat) for Battle Creek Apartments</b>		
<b>Location:</b>	119 <sup>th</sup> St. and Nelson Road		
<b>Owner/Applicant:</b>	Battle Creek, L.L.C., L.E. Huckleberry		
<b>Engineer:</b>	Phelps Engineering, Doug Ubben, Jr.		
<b>Staff Contact:</b>	Dan Fernandez, Planner II		

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<b>Acres:</b>	<u>23.13± acres</u>	<b>Proposed Use:</b>	<u>Apartments</u>
<b>Current Zoning:</b>	<u>R-3</u>	<b>Lots:</b>	<u>1</u>
		<b>Tracts:</b>	<u>6</u>

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#### 1. Comments:

This is a request for approval of a final plat (replat) for Battle Creek Apartments on 23.13± acres, located in the vicinity of 119<sup>th</sup> Street and Nelson Road. The subject property was rezoned from R-1 to R-3 (RZ-19-91) in January 1992 and a final plat (P-96-98) for Battle Creek was approved in 1999. The preliminary plan had 264 units. A conceptual preliminary plat (P-11-029) associated with the Legacy Senior Apartments showing 19 buildings and 190 units were approved in October 2011.

A final development plan (PR-16-044) showing 12 buildings and 228 units for this property is also on tonight's agenda.

#### 2. Final Plat Review

- a. **Lots/Tracts** –The final plat includes 3 lots and 3 tracts. The lots meet all dimensional requirements for R-3 Districts.

The apartment buildings will be located on the 3 proposed lots. The three tracts are to be used for landscaping, monuments, trails, private open space and stormwater. All tracts will be owned and maintained by the developer/property owner. Language shall be added to the plat stating that existing trees shall be preserved. Also, tree preservation fencing shall be placed in accordance with the preliminary site development plan.

The development shall meet the Building Design Category B and the Site Design Category 3 requirements found in the *Unified Development Ordinance (UDO)*.

- b. **Utilities/Municipal Services** – The property is located in the City of Olathe Water and Johnson County Wastewater service areas. Water main extensions are required for this proposed development.
- c. **Streets** – The development will have one access drive onto 119<sup>th</sup> Street and an additional access drive onto Nelson Road.
- d. **Street and Signal Excise Taxes** – There are no excise fees due with this application as the property is already platted.
- e. **Landscaping/Street Trees** – A landscape plan has been submitted for the entire development with the final development plan. The plan does include large areas of tree preservation. No landscaping shall be planted within the sight distance triangles.

### 3. **Staff Recommendation:**

Staff recommends approval of P-16-061 with the following stipulations:

- a. The final plat submitted for recording shall identify tree preservation easements in the appropriate tracts and include language for tree preservation.
- b. Prior to recording the final plat, tree preservation fencing shall be installed in accordance with the approved preliminary site development plan.
- c. All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials.
- d. Prior to issuance of a building permit, a performance and maintenance bond or letter of credit in an amount to be determined by the City Engineer, shall be submitted in accordance with the *UDO 18.30.210 E.* to ensure that all erosion control measures and water quality features are installed and maintained and that all of the development's streets and sidewalks remain free of debris during all phases of construction.

*Dan Fernandez, Planner II, appeared before the Planning Commission and presented the staff report, as follows:*

Mr. Fernandez: The proposed development includes 13 apartment buildings with 228 units and a clubhouse. Here is an aerial of the site to give you an idea of where it is located. Here is the proposed apartment complex, Legacy Senior Residents right there, and 119<sup>th</sup> and Ridgeview is to the east. All the buildings meet the required setbacks for this district, as well as the paving setbacks. The height of the buildings range from 39 feet in height along the front – here is a site plan of the front four buildings – to just over 49 feet in height on these rear buildings. Also, these buildings on the rear will be a split of three and four stories. The R-3 District has a maximum height requirement of 40 feet in three stories. The applicant is requesting an exception to this height requirement, which I will address at a later point.

There are two access points into the site, one on 119<sup>th</sup> Street. As part of the project, the applicant will be extending a right turn lane into the site. There is also a second access point

from Nelson Road. There are 381 parking spaces, which gives it 1.67 spaces per unit. The requirement is 1.5, so they are meeting the parking requirement for multifamily.

The landscape plan includes landscaping along 119<sup>th</sup> Street and along Nelson Road, with trees and shrubs within the interior of the project. There are large areas of existing trees that will be preserved here at the corner of 119<sup>th</sup> and Nelson, along with some trees at the entrance on 119<sup>th</sup> Street. There is a large creek area to the south that will remain in its natural state, minus a walking path that is to be included as part of the project. That is part of their active open space, as well as a pool and a clubhouse. Interior sidewalks will connect all the buildings to the amenities, as well as to adjacent properties and to the street sidewalks.

There are four different types of buildings throughout the complex. All of them have to meet Building Design Category B. When staff reviewed this, we focused on those four along 119<sup>th</sup> Street since those will be the most visible due to the terrain of the site. The site really drops off from 119<sup>th</sup> Street, down about 40 feet. So, we really wanted them to do alternate design so that when you're driving down 119<sup>th</sup> Street, you get a varied street scape, which the applicant did submit.

This is one of the architectural features, 1-A. They include bay windows, different roof heights, dormers, balconies, railings. Here is 1-B. So, the architectural features are located on different parts of the building, so they will have a different look as you're looking at it from 119<sup>th</sup> Street.

Here's one of the buildings at the very rear of the site, the split 3/4. Again, we have similar architectural features, dormers, variation in roof height, balconies and the railings. As part of the amenities, they do have garages. Also, all the buildings along 119<sup>th</sup> Street and at the interior of the site will be constructed with 100 percent Category 1 materials – brick, stucco and glass.

As mentioned before, the applicant is requesting an exception to the height requirements in the R-3 district. The highest building is 49 feet, 3 inches, and the applicant has stated that one option would be to rezone to an R-4, which does permit up to 50 feet and four stories. However, the applicant would prefer to keep the R-3 zoning district in place, one, because of the density. The project as proposed is only 9.9 units an acre. R-4 would allow up to 29. The applicant also states that the tallest buildings will be at the rear of the site, as mentioned before, and not much of it will be visible from the street. You won't be able to see the side elevation from Nelson.

Here is a line-of-sight drawing. This is 119<sup>th</sup> Street on the north side, and here is the rear building that's split 3/4 stories. As mentioned, it does drop off about 40 feet from 119<sup>th</sup> Street down to that rear building.

For staff's analysis, Section 18.40.240 of the UDO does permit the Planning Commission to grant exceptions if certain criteria are met. These criteria include the development having higher quality design if existing topography provides significant screening to adjoining properties, and if significant buffers are provided on adjoining properties, and if these properties won't be negatively affected. As we discussed on the building design criteria, the applicant did provide 100 percent Category 1 materials, a variety of architectural designs and features on the buildings, as well as a clubhouse, pool, and in-building garages. The property does drop off significantly due to terrain. You won't be able to see the tallest buildings because they will be at the rear of the site and much further down than the buildings along 119<sup>th</sup> Street. The creek and tree area, right here is where the buildings will end, and the entire area down here is being preserved, except for a trail that's being put through that tract. So, that creek area will remain in a natural state, providing a buffer to these single-family homes to the south. Staff is

recommending approval of these exceptions because they do meet more than one criteria stated in Section 18.40.240.

Staff did receive correspondence from someone against granting the exception request, and he is present and would like to address the Planning Commission. Staff is recommending approval of PR-16-044 and P-16-061, as stipulated in the staff reports. I can answer any questions. The applicant is also here to address the Planning Commission.

Chairman Vakas: Thank you. Commissioners, questions for staff?

Comm. Nelson: First of all, the exit from the property onto 119<sup>th</sup>. Can you turn left or right on that property, at that exit there? It looks like there's a cut-through there.

Mr. Fernandez: Yes.

Comm. Nelson: So people can go in and out either direction. I think that's a good thing because if you get down to Nelson Road, that's a blind intersection there, very difficult to see. I'm glad we're not pushing all of this traffic down to this intersection. In fact, two months ago, we had a fatal accident, a one-car accident. It's a challenging intersection right there. So, I think it's good that we're encouraging vehicles that direction. And, I noticed there was to be a traffic study. Do we have anyone from Traffic?

Mr. Fernandez: We do.

Comm. Nelson: Okay. I notice that it indicated that there wasn't a need for a traffic light at that intersection. Again, just the blind spot that that intersection is. That was the only reason I was going to inquire from Traffic, just to hear their take. Does the line of visibility affect that decision, not just the number count, but the visibility issue there? Does that affect that decision?

*Beth Wright, Transportation Manager, City of Olathe, appeared before the Planning Commission and made the following comments:*

Ms. Wright: The requirement is that the driveway will have adequate sight distance. So, that will be part of the plan review, is that we will ensure that there is adequate sight distance when the entrance is located on Nelson Road.

Comm. Nelson: I'm even talking about the Nelson intersection there, the Nelson/Northgate/119<sup>th</sup> – whatever that's called at that transition there. Because that's such a blind spot there. I would imagine since the interstate is to the east, we expect more traffic flow heading to the east than we would to downtown Olathe, per se. I'm just curious about the vehicles exiting onto Nelson adding more traffic potentially to that. The visibility is a challenge at that intersection, so I was just curious if that plays into the criteria for the need for traffic control.

Ms. Wright: Normally the traffic signals are placed when they're needed due to the traffic count. But, we can definitely look at that area again and see if we believe there are additional sight distance items that need to be addressed.

Comm. Nelson: I'd love to see that happen. I drive that on a regular basis, and a lot of times it feels like a crap shoot when you pull out and turn left towards downtown off of Nelson Drive.

Ms. Wright: Any time you have an interest into the inside of a horizontal curve, it does require that you have a wider angle that you have to look back towards. We'll definitely take a look.

Comm. Nelson: Thank you for fielding those questions.

Chairman Vakas: Other questions for staff? [*None.*] Thanks, Mr. Fernandez. Could I ask the applicant to come forward, please?

*Chad Cook, Owner, 10259 West 149<sup>th</sup> Terrace, Overland Park, appeared before the Planning Commission and made the following comments:*

Mr. Cook: I represent Lanesra Development. Thank you for your consideration this evening. There are 228 units. The buildings on the north end are what we call "big house" apartments. Each one of those units will have its own dedicated garage. The units that are on the southern end of the site are more of the breezeway style. They each have garages, but not necessarily dedicated to each unit. I also have with me our engineer from Phelps Engineering, if you have any further questions.

Chairman Vakas: Commissioners, questions for the applicant? [*None.*] Thank you. Mr. Knopick, did we have someone who wanted to speak?

Mr. Knopick: This is technically not a public hearing, as Mr. Fernandez pointed out. However, we do have one person that I believe wanted to speak on this item that we had contact with regarding opposition to the development.

Chairman Vakas: We'll be happy to let him speak.

*Mike Mackey appeared before the Planning Commission and made the following comments:*

Mr. Mackey: First of all, I'm pro development. I echo the comments about the intersection. That is a pretty tricky one. I'm not sure if this development will make that better or worse. A couple of concerns. If it's zoned for R-3, why is there an exception? Why don't we limit it to the three stories per the R-3 requirements? It seems like that's why it's zoned R-3, so we should keep it that way. That's my biggest concern. I just want to make sure that we looked at the entrance to Nelson Road. It seems like there's a big emphasis on 119<sup>th</sup> Street, way more than Nelson. I looked at the landscape plan, which is very difficult to read, but I tried to blow it up. It appears that the landscaping is focused on 119<sup>th</sup>, but I feel like there needs to be more emphasis on Nelson. I do think you're going to see the rear of those four-story buildings. I think the neighbors behind will be able to see it. So, I think there should be some consideration because of that.

The other question is, besides the overall landscaping, I like the tree preservation easements being used, but I wanted to make sure that the codes are going to enforce landscaping. Being in the business, it seems, quite frankly, we're a little lax in Olathe compared to some adjacent cities. I think we all want good improvements for the city. That's all I'm looking for.

The last question I have is that overall, who is going to maintain the right-of-way, if you will, up and down Nelson and 119<sup>th</sup> Street, if there are going to be improvements? Right now, if you really walk it and look at it, it's grass, if you want to call it that, but it's primarily weeds. I just wonder if anybody is going to invest in making it look better for the city. That's my questions.

Chairman Vakas: Thanks, Mr. Mackey. Those are very thoughtful comments. Commissioners, questions for Mr. Mackey?

Comm. Freeman: Just a point of clarification regarding the landscaping on 119<sup>th</sup> Street, the north side of the property. What was the other road that you mentioned that you were interested in?

Mr. Mackey: Primarily Nelson. It seems like there's a pretty large focus on 119<sup>th</sup> Street. Obviously, it's a heavily traveled street. It seemed like there was a pretty heavy focus on 119<sup>th</sup> in the landscape plan. But, if you really look at the overall landscaping proposed on Nelson, it seems like there's not as much. I know there's some power lines there, but I feel like there's enough buffer that we can plant some better vegetation there, some better trees, back away from those primary power lines. And, I think if you go northbound on Nelson and look to your right, on the east, you're certainly going to see the back of those properties. And again, I'm not saying don't build them, but why not just build three levels? And I understand it probably has to do with the more units, the more profitable it can be. But, I also think there's zoning for a reason. We could go to R-4, but I don't think it's approved for R-4 right now. I will tell you, when the property, I think you called it Legacy, to the east of the development, when they put that in a couple of years ago – right there off of 119<sup>th</sup> Street. I can tell you, when you really analyze the plan that was sent out and the buffer, I mean, you see the retirement community. You really see it. There's really no buffer yet. And the landscaping that was designed and put in doesn't really help the area. It's not about the facility, but I feel like sometimes these plans show you one thing, and then, and it doesn't get executed.

Chairman Vakas: Good comments. Other questions? [None.] Thank you, sir. Appreciate it. Mr. Cook, would you come back up and talk to some of these concerns.

Mr. Cook: Certainly, as far as the landscaping along Nelson, a couple of comments. The first thing is that when the traffic study that did come out, as someone pointed out already, most of our residents will be entering out the north, heading eastbound. You also look at the current state of Nelson Road. At the very corner of Nelson Road as it enters into Northgate there, 119<sup>th</sup> there, there's a considerable bluff that is there that we are preserving, so there will be a natural habitat at that point, which will be a part of the entire landscaping plan.

Chairman Vakas: Do you, in your heart of hearts, feel that there is adequate landscaping provided?

Mr. Cook: Yes.

Mr. Fernandez: And I would just add that they do meet the UDO requirements, and they are limited a bit because of utility located there, and some overhead lines. That's something we could maybe look at, at the final development plan, if it's possible to beef it up a bit. But, it just depends on how much space they have there.

Chairman Vakas: I think we would want to take those steps.

Comm. Nelson: Can we address the area that you're leaving undeveloped, the greenway and stream? Will that be maintained by the housing association or the complex itself?

*Doug Ubben, Phelps Engineering, 1270 North Winchester, appeared before the Planning Commission and made the following comments:*

Mr. Ubben: Down on the bottom, FEMA starts about halfway from Nelson to the east property. So, you've got a FEMA regulated floodway down there, so you've got some limitations on what you can do. Plus, you have the city stream and corridor ordinance.

Comm. Nelson: In terms of the boulevard and stuff like that, between the sidewalk and the street and stuff, will that be maintained by the property - ?

Mr. Ubben: Yes.

Chairman Vakas: Could you all talk to the comment about the four stories versus three stories? I realize as you look from the primary streets, you're not going to see four stories, but from the back side looking into the complex --?

Mr. Cook: So, this is looking at it from the west, looking east. That last building to the south, we calculated there was about 250 feet between that building and the neighbors to the south. From the bottom point of that lowest point, it actually continues down to the creek. Then, it comes back up considerably on the other side of the creek, as well. And there are trees through that whole area.

Comm. Nelson: When you say "to the nearest neighbor," do you mean their property line, or to their structure?

Mr. Cook: To their house.

Mr. Ubben: Another thing we did, it gains height, but doing pitched roofs makes it look more like a residential-feel neighborhood. We could come in and do a flat-pitched roof and a more urban look, but I don't think it's the kind of look that would fit in here.

Mr. Knopick: Mr. Chairman, I'd like to interject. Mr. Mackey's question was also about the R-3 zoning versus R-4 zoning, and the effect of an exception. Remember, the exception is the height element here, not the zoning piece. This development's density fits the R-3 zoning category. An option to this developer would have been to come in for a rezoning to R-4, which would allow increased density on this property. So, the R-3 is remaining to keep the density at a level that's in the R-3 category. The only exception is really the height exception on those buildings.

Chairman Vakas: Thank you, Mr. Knopick. Was there a question on my left?

Comm. Rinke: Yes. Was there a neighborhood meeting?

Mr. Cook: There was.

Comm. Rinke: And were the neighbors to the south invited?

Mr. Cook: Yes.

Comm. Rinke: And were there any complaints?

Mr. Cook: No complaints.

Comm. Rinke: And I guess I could understand that. That's a large area, and it's heavily treed. So, quite honestly, I don't see how they could have any real impact on those neighbors to the south.

Chairman Vakas: Thanks, Mr. Rinke. Commissioners, other questions for the applicant? [*None.*] Thank you. Commissioners, discussion?

Comm. Rinke: I think this is a great project. I think it's high-quality materials. I think with the slope of the land, obviously from 119<sup>th</sup>, you're not going to be able to tell there are four-story buildings, and I don't see that it's going to be an impact on the neighbors to the south. If there was, I think they would have been here tonight, speaking in opposition to it. So, I'm in full support of this project.

Chairman Vakas: Thank you. Other comments or discussion? [*None.*]. If there's no further discussion, let's take two votes. First on the final plat, the replat, for P-16-061. May I have a motion?

*Motion by Commissioner Rinke, seconded by Commissioner Freeman, to approve P-16-061, with the following stipulations:*

- a. The final plat submitted for recording shall identify tree preservation easements in the appropriate tracts and include language for tree preservation.
- b. Prior to recording the final plat, tree preservation fencing shall be installed in accordance with the approved preliminary site development plan.
- c. All above ground electrical and/or telephone cabinets shall be placed within the interior side or rear building setback yards. However, such utility cabinets may be permitted within front or corner side yards adjacent to street right-of-way if cabinets are screened with landscape materials.
- d. Prior to issuance of a building permit, a performance and maintenance bond or letter of credit in an amount to be determined by the City Engineer, shall be submitted in accordance with the *UDO 18.30.210 E.* to ensure that all erosion control measures and water quality features are installed and maintained and that all of the development's streets and sidewalks remain free of debris during all phases of construction.

*Aye: Freeman, Nelson, Rinke, Munoz, Corcoran, Vakas (6)*

*No: (0)*

*Motion carried 6-0.*



## COUNCIL AGENDA ITEM

CA-F

**Department:** Public Works, City Planning Division

**Council Meeting Date:** February 21, 2017

**Owner:** Cedar Creek Equities/ Cedar Creek Gas

**Applicant:** Michael Christie, Cedar Creek Equities

**Engineer:** Todd Allenbrand, Payne & Brockway

**Staff Contact:** Sean Pendley, Senior Planner

**Subject:** Acceptance of the dedication of land for public easements and right-of-way on a final plat, (P-16-063) for Cedar Creek Marketplace consisting of 6 commercial lots and 2 tracts on 15.79 ± acres; located on the southeast corner of K-10 Highway and Cedar Creek Parkway.

**Focus/Perspective Area:** Economic Viability

**Executive Summary:** The *Unified Development Ordinance (UDO)* requires that the final plat shall be submitted to the Governing Body for review of land proposed to be dedicated for public purposes such as right-of-way, open space and easements.

This is a request for acceptance of the dedication of land for public easements and right-of-way on a final plat for Cedar Creek Marketplace (P-16-063) consisting of six commercial lots and two tracts on 15.79 ± acres. The subject property is located on the southeast corner of K-10 Highway and Cedar Creek Parkway. A preliminary site development plan (PR-16-018) for Cedar Creek Marketplace was approved by the Planning Commission on January 9, 2017.

The final plat includes six commercial lots and two tracts. Tracts A and B are intended for stormwater treatment facilities, landscaping and or Business Association amenities. There is a notice on the plat as described in Title 17 of the Olathe Municipal Code Section 17.16.080. A Business Association agreement shall be recorded with maintenance responsibilities for the proposed detention basin and water quality features.

The site is located within the City of Olathe water and sewer areas. Public water and sewer main extensions will be required to serve the proposed development and shall be approved by the Public Works Department.

The plat includes additional street right-of-way for Valley Parkway to accommodate a right-turn lane. In addition, the plat includes a perpetual cross-access and parking easement for the commercial lots. The property is located within a benefit district for Cedar Creek Parkway; therefore the plat is exempt from street excise tax. The final plat is subject to a traffic signal excise tax of \$39,552.81. The required excise fee shall be submitted to the City Planning Division prior to recording the final plat.

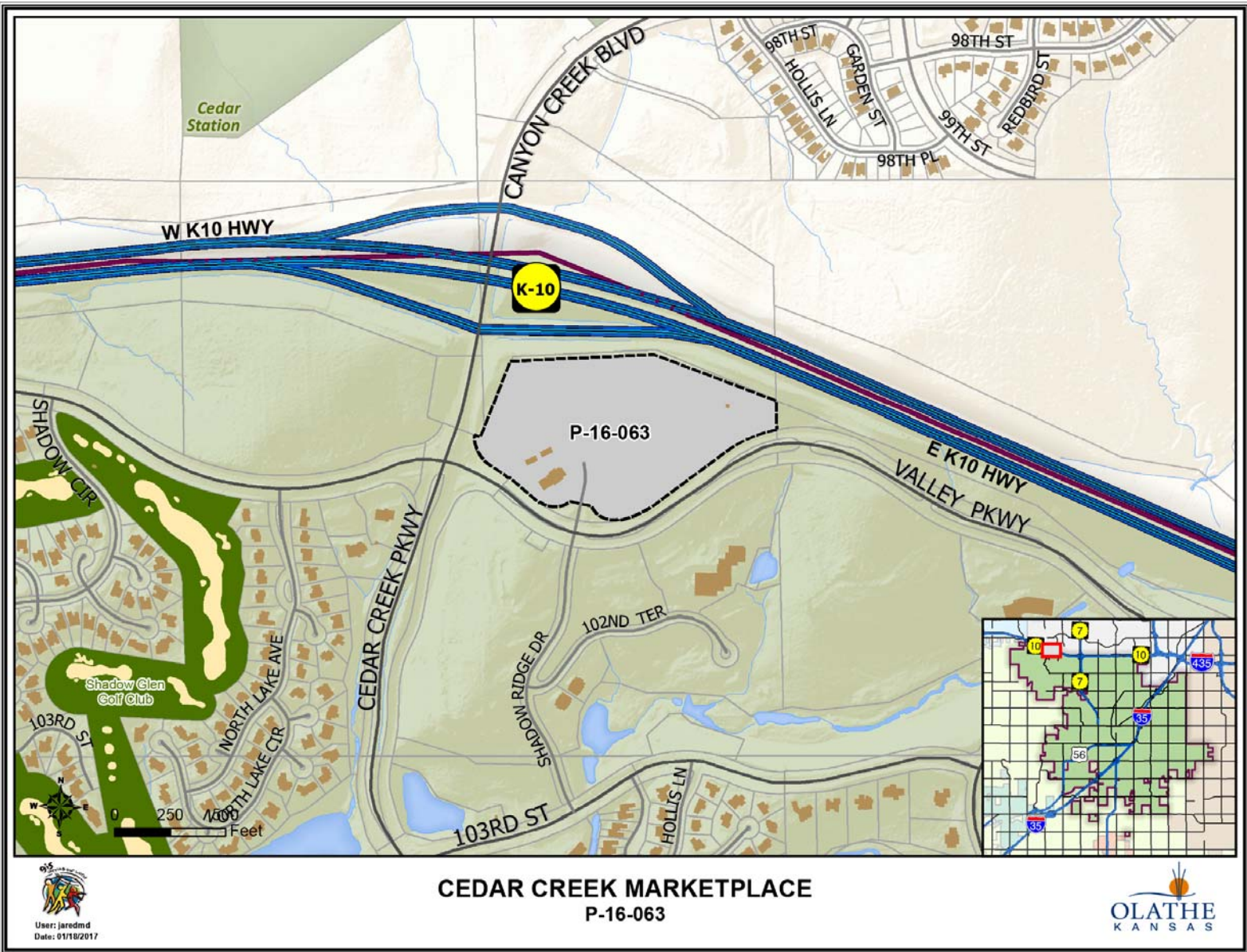
On January 23, 2017, the Planning Commission unanimously recommended approval of the final plat for Cedar Creek Marketplace with the stipulations noted on pages 2 and 3 of the Planning Commission minutes.

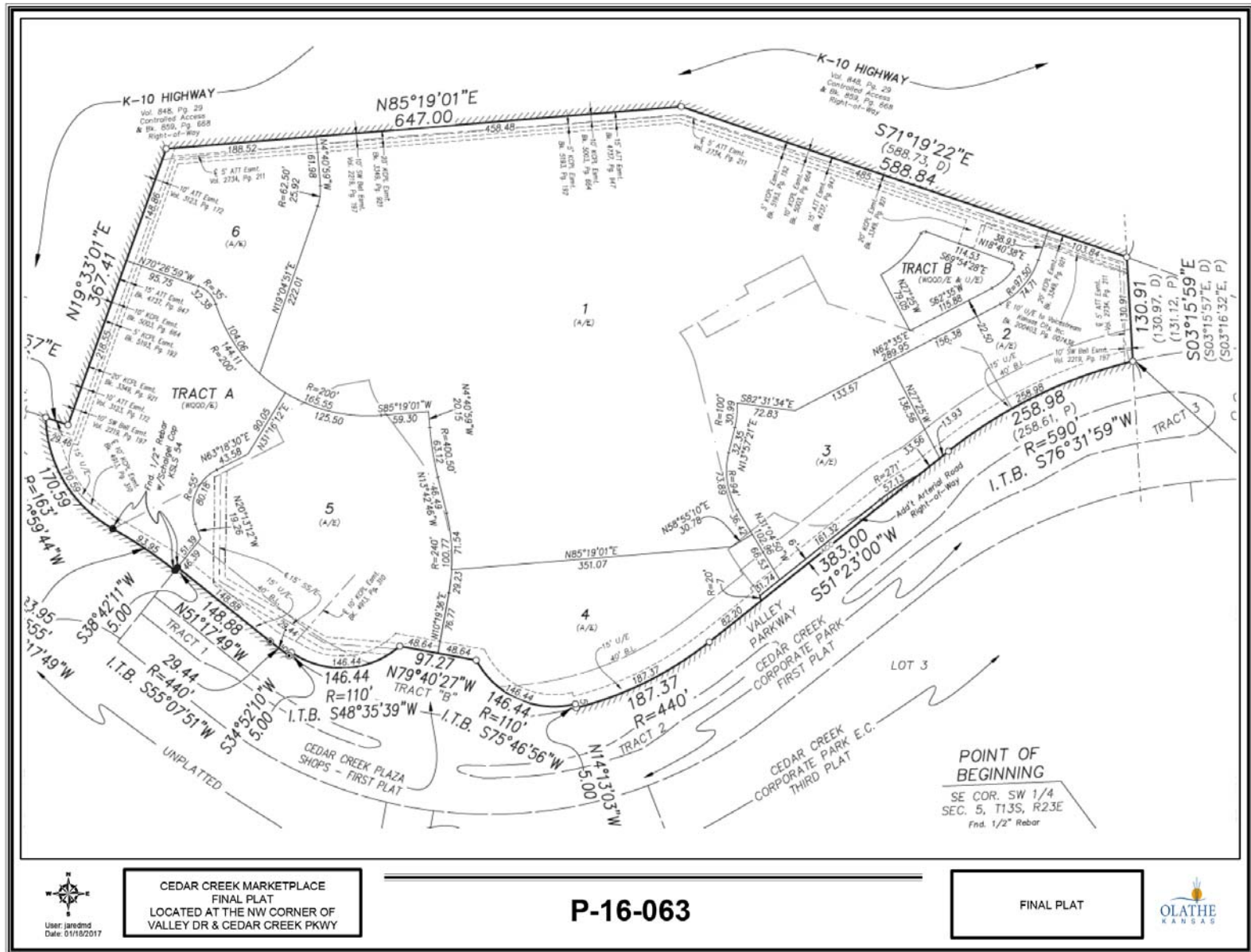
**Fiscal Impact:** None

### **Recommendations/Options/Action Requested:**

1. Accept the dedication of land for public easements and right-of-way for Cedar Creek Marketplace as stipulated by the Planning Commission.
2. Reject the dedication of public easements and right-of-way for the final plat for Cedar Creek Marketplace and return to the Planning Commission for further consideration, advising the Commission of the reasons for the rejection.

**Attachments:** A: Maps  
B: Planning Commission minutes







City of Olathe  
City Planning Division

## MINUTES – CONSENT AGENDA

### Planning Commission Meeting: January 23, 2017

The meeting was called to order by Chairman Dean Vakas, with the following members present: Mike Rinke, Ryan Nelson, Ryan Freeman, Jose Munoz and Chip Corcoran. Absent were Erin Davis, Jeremy Fry and Barry Sutherland.

*Recited Pledge of Allegiance.*

The Chairman made introductory comments and read the standard *ex parte* statement. He asked that if a commissioner had something to report, that they specify the nature of the *ex parte* communication as that item is reached in the agenda.

A motion to approve Consent Agenda items 1 through 3 was made by Commissioner Rinke and seconded by Commissioner Nelson. Motion passed unanimously.

## MINUTES

### Planning Commission Meeting: January 23, 2017

<b>Application:</b>	<b><u>P-16-063: Final Plat for Cedar Creek Marketplace</u></b>		
<b>Location:</b>	Southeast corner of K-10 Highway and Cedar Creek Parkway		
<b>Owner:</b>	Cedar Creek Equities & Cedar Creek Gas		
<b>Applicant:</b>	Cedar Creek Equities, Michael Christie		
<b>Engineer:</b>	Payne & Brockway, Todd Allenbrand		
<b>Staff Contact:</b>	Sean Pendley, Senior Planner		
<b>Acres:</b>	<u>15.79± acres</u>	<b>Proposed Use:</b>	<u>Commercial</u>
<b>Lots:</b>	<u>6</u>	<b>Current Zoning:</b>	<u>C-2</u>
<b>Tracts:</b>	<u>2</u>		
<b>Streets/ Right-of-way:</b>	<u>K-10 Highway</u>	<u>Cedar Creek Parkway</u>	<u>Valley Parkway</u>
<b>Existing</b>	<u>varies</u>	<u>60' (½ street)</u>	<u>60' (½ street)</u>
<b>Required</b>	<u>n/a</u>	<u>n/a</u>	<u>60-66' (½ street)</u>
<b>Proposed</b>	<u>n/a</u>	<u>n/a</u>	<u>60-66' (½ street)</u>

1. **Comments:**

This is a request for a final plat for Cedar Creek Marketplace. The subject property is located on the southeast corner of K-10 Highway and Cedar Creek Parkway.

A preliminary site development plan (PR-16-018) for Cedar Creek Marketplace was approved by the Planning Commission on January 9, 2018.

2. **Plat Review:**

- a. **Lots/Tracts** – The plat includes six commercial lots and two tracts. Tracts A and B are intended for stormwater treatment facilities, landscaping and/or Business Association amenities.
- b. **Public Utilities** – The site is located within the City of Olathe water and sewer service areas. Public water and sewer main extensions will be required to serve the proposed development and shall be approved by the Public Works Department. The existing tornado siren shall be relocated in the general area and the new location shall be approved by the Fire Department.
- c. **Streets/Right-of-Way** – The plat includes additional street right-of-way for Valley Parkway to accommodate a right-turn lane. The plat includes a perpetual cross-access and parking easement for the commercial lots. The applicant has also submitted an exhibit for the access easement on the adjacent property to the east of the site and the access drive on Valley Parkway. This easement shall be recorded at the time of final plat.
- d. **Stormwater/Detention** – The final plat includes tracts for stormwater detention and stormwater quality features. There is a notice on the plat as described in Title 17 of the Olathe Municipal Code section 17.16.080. A Business Association agreement shall be recorded with maintenance responsibilities for the proposed detention basin and water quality features.
- e. **Excise Taxes** – The property is located within a benefit district for Cedar Creek Parkway. Therefore the plat is exempt from street excise tax.

The final plat is subject to a traffic signal excise tax of \$0.0576 per square foot of land area for commercial districts. Based on the net plat area, 15.76± acres, the required **traffic signal excise fee** is **\$39,552.81**. The required excise fee shall be submitted to the City Planning Division prior to recording the final plat.

3. **Staff Recommendation:**

Staff recommends approval of P-16-063 with the following stipulations:

- a. A Business Association agreement shall be recorded with maintenance responsibilities for the proposed detention basin and water quality features.
- b. The final plat is subject to a traffic signal excise tax of \$39,552.81. The excise fee shall be submitted to the City Planning Division prior to recording the final plat.



- c. An access easement shall be recorded for the eastern access drive on Valley Parkway. The access agreement shall be recorded at the time of final plat.
- d. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the City Planning Division.

*Motion by Commissioner Rinke, seconded by Commissioner Nelson, to approve P-16-063, with the following stipulations:*

- a. A Business Association agreement shall be recorded with maintenance responsibilities for the proposed detention basin and water quality features.
- b. The final plat is subject to a traffic signal excise tax of \$39,552.81. The excise fee shall be submitted to the City Planning Division prior to recording the final plat.
- c. An access easement shall be recorded for the eastern access drive on Valley Parkway. The access agreement shall be recorded at the time of final plat.
- d. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the City Planning Division.

*Motion passes unanimously.*

## **COUNCIL AGENDA ITEM**

**CA-G**

**Department:** Public Works

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Mary Jaeger/Celia Duran

**Subject:** Consideration of the Consent Calendar.

**Focus/Perspective Area:** Transportation

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

**Fiscal Impact:**

**Recommendations/Options/Action Requested:** Approve Consent Calendar for February 21, 2017.

**Attachments:** A: Consent Calendar  
B: Change Order

City Council Information Sheet

Date: February 21, 2017

**ISSUE:** Consent Calendar for: February 21, 2017

**DEPARTMENT:** Public Works

**SUMMARY:**

**1) PROJECT COMPLETION CERTIFICATES**

- a) Downtown Trash Enclosure – 7-C-003-16 – Trash Enclosure

**2) CHANGE ORDERS**

- a) Downtown Trash Enclosure – 7-C-003-16

**3) FINAL PAYMENT TO CONTRACTORS**

- a) Downtown Trash Enclosure – 7-C-003-16
- |  |              |
|--|--------------|
| Final Payment                              | \$ 29,641.45 |
| Paid to Date                               | \$ 38,868.30 |
| Original Contract Amount                   | \$ 68,602.00 |
| Total Change Orders                        | \$ (92.25)   |
| Change Order 1 - FINAL: -\$92.25 (2/21/17) |              |
| Final Contract Amount                      | \$ 68,509.75 |
| Contractor – Gunter Construction           |              |

Submitted by: Mary Jaeger, Director/Celia Duran, Deputy Director





CHANGE ORDER NO: 1-FINAL PROJECT NAME: Downtown Trash Enclosure  
 CITY PROJECT NO. 7-C-003-16  
 CONTRACT DATE: 9/20/16 ENCUMBRANCE NO. 700601  
 CONTRACTOR: Gunter Construction  
 ENGINEER: Landworks Studio

ITEM#	DESCRIPTION	BID QTY	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL
	Landscaping Package					
1	SKYLINE HONEY LOCUST - B&B 2" CAL.	1	0	EA	\$460.00	(\$460.00)
2	GRO-LOW SUMAC - #3	3	0	EA	\$94.00	(\$282.00)
3	KARL FOERSTER GRASS - #3	11	0	EA	\$88.00	(\$968.00)
4	BLACK EYED SUSAN - #1	14	0	EA	\$33.00	(\$462.00)
6	HARDWOOD MULCH	3	0	CY	\$88.00	(\$264.00)
7	INSTALL UNDERSIDEWALK DRAINS AT DOWN SPOUTS	0	2	EA	\$750.00	\$1,500.00
8	PURCHASE BRICK VENEER	0	1	LS	\$843.75	\$843.75

## DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

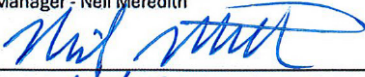
The Original Contract Sum \$68,602.00  
 Net change by Previous Change Orders \$0.00  
 The Contract Sum Prior to This Change Order Was \$68,602.00  
 The Contract Sum Shall be (Increased) (Decreased)  
 by This Change Order..... (\$92.25)  
 The New Contract Sum With All Approved Change  
 Orders Will Be..... \$68,509.75  
 Original Contract Time..... N/A days  
 The Contract time Will Be (Increased) (Decreased)  
 (Unchanged) By..... N/A days  
 The Contract Time With All Approved Change  
 Orders is N/A days  
 The Day of Substantial Completion as of the  
 Date of This Change Order Therefore Is..... N/A

## RECOMMENDED

City of Olathe Public Works  
 Project Manager - Neil Meredith

By

Date:

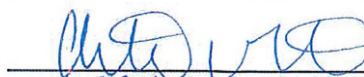
  
 2/6/17

## APPROVED

Gunter Construction  
 Contractor

By

Date:

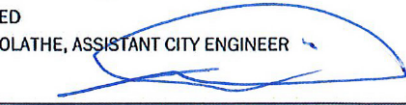
  
 2-3-17

## APPROVED

CITY OF OLATHE, ASSISTANT CITY ENGINEER

By:

Date:

  
 Nathan Baldwin  
 2/6/2017

By:

Deputy City Clerk

AGREEMENT TO THIS

day of

2017

## COUNCIL AGENDA ITEM

CA-H

**Department:** Public Works

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Mary Jaeger/Celia Duran

**Subject:** Consideration of Resolution No. 17-1017 the Traffic Signal Project, PN 3-C-004-17.

**Key Result Area:** Transportation

**Executive Summary:** This project is in place to install new traffic signals or replace signals that have been identified through an inspection process to be in poor condition or beyond their useful life.

This project will include the construction of the Kansas City Road and Ridgeview Road traffic signal which was designed in 2016 (a portion of the construction cost will be paid from the 2016 authorization). This project will also include the design of traffic signals at 151<sup>st</sup> Street and Lennox Drive and 159<sup>th</sup> Street and Warwick/Mahaffie Street. Mast arm replacement or equipment purchases may also be included at additional locations to address minor modifications needed to improve traffic flow and operations.

The traffic signals at the intersections of Kansas City Road and Ridgeview Road and 151<sup>st</sup> Street and Lennox Drive were installed in 1980 and are at the end of their useful life of 25 to 30 years. These signal installations have conduits and poles in poor condition and mast arms with wear due to fatigue. This project includes replacement of the traffic signal conduits, controllers, control boxes, mast arms, poles, and attached equipment. The proposed traffic signal at 159<sup>th</sup> Street and Warwick/Mahaffie Street is a new signal and meets traffic signal warrants due to traffic volumes.

The estimated cost for this project is \$500,000. Costs may include design, survey, staff time, inspection services and construction.

A Request for Qualifications will be submitted and a design contract considered by the City Council in Spring 2017. Construction of the Kansas City Road and Ridgeview Road signal will begin in late Spring 2017.

**Fiscal Impact:** Funding for the Traffic Signal Project, as approved in the 2017 Capital Improvement Plan, includes:

GO Bonds

\$500,000

**Recommendations/Options/Action Requested:** Approval of Resolution No. 17-1017 authorizing funding for the Traffic Signal Project, PN 3-C-004-17.

**Attachments:** A: Resolution 17-1017  
B: Project Fact Sheet  
C: Project Location Map

**RESOLUTION NO. 17-1017****A RESOLUTION AUTHORIZING THE 2017 TRAFFIC SIGNAL PROJECT; PN 3-C-004-17.**

**WHEREAS**, the City of Olathe, Kansas ("City") has by appropriate proceedings hereto had, designated and established certain streets in the City as main trafficways under the authority of K.S.A. 12-685 *et seq.* (the "Act"); and

**WHEREAS**, the City has the authority under the Act to improve main trafficways located in the City and issue its general obligation bonds to pay the costs thereof; and

**WHEREAS**, Kansas City Road, Ridgeview Road, 151<sup>st</sup> Street, and 159<sup>th</sup> Street in the City have each been designated as a main trafficway pursuant to Section 10.10.010 of the Olathe Municipal Code and the Act; and

**WHEREAS**, the Governing Body of the City deems it necessary to authorize the improvements to the intersections at Kansas City Road and Ridgeview Road, 151<sup>st</sup> Street and Lennox Drive, and 159<sup>th</sup> Street and Warwick/Mahaffie Street in the City; and

**WHEREAS**, Article 12, Section 5 of the Constitution of the State of Kansas and Charter Ordinance No. 74 of the City of Olathe, Kansas (the "City"), authorize the Governing Body of the City to make a variety of improvements as further described in Charter Ordinance No. 74 and to issue its general obligation bonds or other obligations of the City for the same; and

**WHEREAS**, the Governing Body of the City deems it necessary to make certain mast arm replacements, as more fully described herein.

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

**SECTION ONE:** Pursuant to the Act, the Governing Body hereby authorizes the improvement of the intersections at Kansas City Road and Ridgeview Road, 151<sup>st</sup> Street and Lennox Drive, and 159<sup>th</sup> Street and Warwick/Mahaffie Street, Project No. 3-C-004-17 (the "Project"). Said Project includes installing new traffic signals or replacing traffic signals at these three intersections. The Project includes replacement of the traffic signal conduits, controllers, control boxes, mast arms, poles, attachment equipment, and such other necessary work as is needed to complete the Project.

**SECTION TWO:** Pursuant to Charter Ordinance No. 74, mast arm replacements may be included at additional locations to address minor modifications needed to improve

traffic flow.

**SECTION THREE:** The cost of the Project shall not exceed \$500,000, exclusive of issuance costs and interest costs for temporary financing. The funds to pay for the Project shall come from the issuance of general obligation bonds and/or notes.

**SECTION FOUR:** The City expects to make capital expenditures after the date of this Resolution in connection with the Project and the City intends to reimburse itself for such expenditures with the proceeds of general obligation bonds and/or notes in the maximum principal amount of \$500,000, exclusive of issuance costs and interest costs on any temporary financing.

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

**ADOPTED** by the Governing Body this 21st day of February, 2017.

**SIGNED** by the Mayor this 21st day of February, 2017.

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Mayor

**ATTEST:**

---

Deputy City Clerk

(SEAL)

**APPROVED AS TO FORM:**

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City Attorney



**Project Fact Sheet**  
**Traffic Signals**  
**3-C-004-17**  
**February 21, 2017**

ATTACHMENT "B"

**Project Manager:** Celia Duran / Beth Wright

**Description:** This project is in place to install new traffic signals or replace signals that have been identified through an inspection process to be in poor condition or beyond their useful life.

A traffic signal will be constructed at Kansas City Road and Ridgeview Road. This signal was designed in 2016 with construction in Summer/Fall 2017.

The two traffic signal that will be designed are 159<sup>th</sup> Street & Warwick/Mahaffee Street and 151<sup>st</sup> Street & Lennox Drive, which is an access point to Olathe South High School. The project also includes improvements as needed such as: utility relocations, sidewalk modifications, sidewalk ramps, and other related improvements required to construct the project.

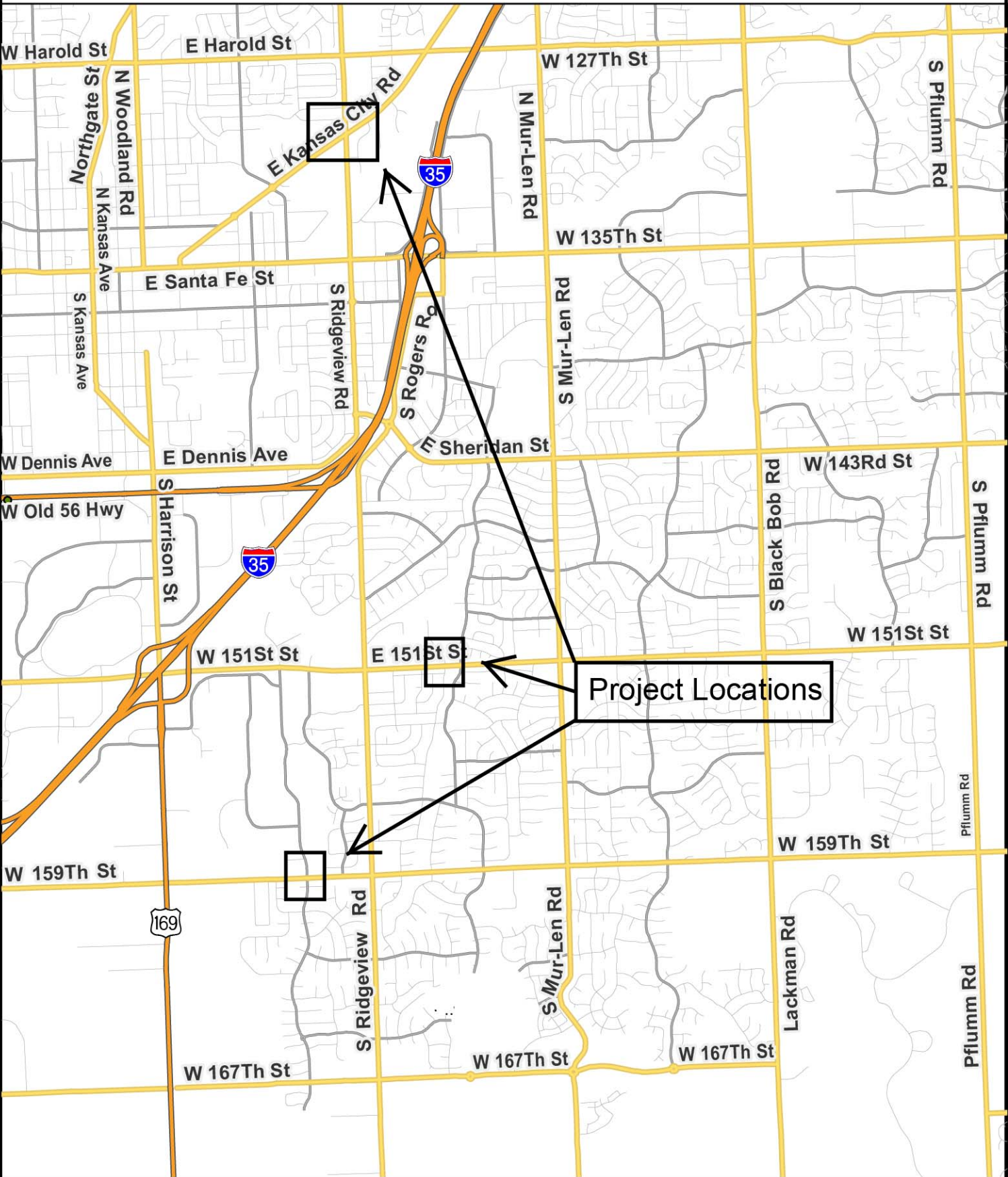
**Justification:** This project is proposed to address the need to replace the aging traffic signals and the need for new traffic signals.

**Comments:** The design work will be done in 2017 with construction in 2018, with the following estimated schedule:

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	Land Acquisition	Sept 2017 – Estimate
	Final Design	Oct 2017 – Estimate
	Utility Relocations	Dec 2017 – Estimate
Construction:	Contract Award	Nov 2017 – Estimate
	Completion	Mar 2018 – Estimate
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Project Authorization	February 21, 2017	\$500,000
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
GO Bonds	\$500,000	2017
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount Olathe Spent to Date</b>
Design	\$87,345	\$0
Land Acquisition	\$10,000	\$0
Staff Costs	\$10,000	\$0
Utilities	\$0.00	\$0
Construction	\$312,655	\$0
Inspection	\$50,000	\$0
Finance	\$20,000	\$0
<u>Contingency</u>	<u>\$10,000</u>	<u>\$0</u>
<b>Total</b>	<b>\$500,000</b>	<b>\$0</b>



# Traffic Signal Project Location Map 3-C-004-17



## COUNCIL AGENDA ITEM

**CA-I**

**Department:** Public Works

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Mary Jaeger/Celia Duran

**Subject:** Consideration of Resolution No. 17-1018 authorizing the Advanced Transportation Management System (ATMS) Replacement and Repair Project, PN 3-C-037-17.

**Focus/Perspective Area:** Transportation

**Executive Summary:** This project is in place to repair or replace components within the existing ATMS. Work on the system will include: installation of tracer wire in older conduit systems so that locates can be completed accurately on the infrastructure, repair or replacement of damaged conduits, installation of additional fiber cables and enclosures to meet increasing demands for city communication needs, improvements in redundancy by utilizing new routes completed as part of the Google Fiber project and replacement of electronic devices within the ATMS system.

The estimated cost for this project is \$100,000. Costs may include the purchase of materials and equipment based on current price agreements, the use of on-call contracts, staff time, locate services, inspection services and construction.

**Fiscal Impact:** Funding for the ATMS Replacement and Repair Project as approved in the 2017 Capital Improvement Plan includes:

GO Bonds

\$100,000

**Recommendations/Options/Action Requested:** Approval of Resolution No. 17-1018 authorizing the Advanced Transportation Management System (ATMS) Replacement and Repair Project, PN 3-C-037-17.

**Attachments:** A: Resolution 17-1018

B: Project Fact Sheet

**RESOLUTION NO. 17-1018**

**A RESOLUTION AUTHORIZING THE 2017 ADVANCED TRANSPORTATION MANAGEMENT SYSTEM (ATMS) REPLACEMENT AND REPAIR PROJECT IN THE CITY OF OLATHE, KANSAS; PROJECT NO. 3-C-037-17.**

**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 2017 Advanced Transportation Management System (ATMS) Replacement and Repair Project (the "Project") in the City, PN 3-C-037-17. Such Project includes installation of tracer wire in older conduit systems so that locates can be completed accurately on the infrastructure, repairing or replacement of damaged conduits, installation of additional fiber cables and enclosures to meet increasing demands for City communication needs, improvements in redundancy by utilizing new routes completed as part of the Google Fiber project and replacement of electronic devices within the ATMS system.

**SECTION TWO:** The cost of the Project is estimated to be \$100,000, exclusive of bond issuance costs and costs for temporary financing. The funds to pay for the Project shall come from the Issuance of general obligation bonds as authorized by Charter Ordinance No. 74.

**SECTION THREE:** The City expects to make capital expenditures after the date of this Resolution in connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of bonds and/or notes in the maximum principal amount of \$100,000, exclusive of issuance costs and any interest costs for temporary financing.

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

**ADOPTED** by the Governing Body this 21st day of February, 2017.

**SIGNED** by the Mayor this 21st day of February, 2017.

---

Mayor



**ATTEST:**

---

Deputy City Clerk

(SEAL)

**APPROVED AS TO FORM:**

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City Attorney



**Project Fact Sheet**  
**Advanced Transportation Management System**  
**(ATMS) Replacement and Repair Project**  
**3-C-037-17**  
**February 21, 2017**

**Project Manager:** Celia Duran / Beth Wright

**Description:** This project will repair or replace components within the existing Advanced Transportation Management System (ATMS). Work will include: installation of tracer wire in older conduit systems so that locates can be completed accurately on the infrastructure, repair or replacement of damaged conduits, installation of additional fiber cables and enclosures to meet increasing demands for city communication needs, improvements in redundancy by utilizing new routes completed as part of the Google Fiber project and replacement of electronic devices within the ATMS system.

**Justification:** This project is necessary to increase safety and reliability of the ATMS system.

**Comments:**

Schedule:	Item	Date
Council Actions:	Date	Amount
Project Authorization	02/21/2017	\$100,000
Funding Sources:	Amount	CIP Year
GO Bonds	\$100,000	2017
Expenditures:	Budget	Amount to Date
Staff Time	\$5,000	\$0
Materials	\$20,000	\$0
On Call Contracts	<u>\$75,000</u>	<u>\$0</u>
<b>Total</b>	<b>\$100,000</b>	<b>\$0</b>

## COUNCIL AGENDA ITEM

CA-J

**Department:** Public Works

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Mary Jaeger/Celia Duran

**Subject:** Consideration of Resolution No. 17-1019 authorizing the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16.

**Focus/Perspective Area:** Utility Services

**Executive Summary:** This project was discussed at the January 24, 2017 City Council meeting and is in place to meet the stormwater detention needs of properties within the Coffee Creek watershed by removing downstream homes from the floodplain and eliminating 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 167<sup>th</sup> Street. Additionally, Black Bob Road, south of 167<sup>th</sup> Street, will be raised and a culvert will be added to prevent street flooding.

The project provides a crossing over Coffee Creek for the future Brougham Drive, thereby enabling several adjacent developments to construct traffic improvements to serve their developments in a cost-effective manner. Staff has met with developers and owners of property in the area to discuss the project and have received positive feedback based on the project's stormwater and potential traffic flow benefits.

A Preliminary Engineering Study (PES) was conducted and submitted to the Johnson County Stormwater Management Advisory Council (SMAC) for funding consideration. In May 2016, the City received a funding commitment from Johnson County and the project is currently included in the 2017 SMAC budget. Additionally, Johnson County is providing \$375,000 in funding for the required improvements to Black Bob Road south of 167<sup>th</sup> Street. If this resolution is approved by City Council, this project will be incorporated into the City of Olathe's Capital Improvement Plan (CIP).

Design is estimated to begin in Spring 2017 with anticipated construction in 2018.

**Fiscal Impact:** Funding for the Brougham Drive Regional Detention Basin Project includes the following:

GO Bonds	\$1,000,000
Stormwater Fund	\$ 600,000
Johnson County CIP	\$ 375,000
<u>Johnson County SMAC</u>	<u>\$3,225,000</u>
TOTAL	\$5,200,000

**Recommendations/Options/Action Requested:** Approval of Resolution No. 17-1019 authorizing the Brougham Drive Regional Detention Basin Project, PN 2-C-002-16.

**Attachments:** A: Resolution 17-1019  
B: Project Fact Sheet

## C: Project Location Map

**RESOLUTION NO. 17-1019****A RESOLUTION AUTHORIZING THE BROUGHAM DRIVE REGIONAL DETENTION BASIN PROJECT, PN 2-C-002-16.**

**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 167<sup>th</sup> Street. As part of the Project, Black Bob Road (a/k/a Lackman Road), south of 167<sup>th</sup> Street, will be raised and a culvert will be added to prevent street flooding. The Project includes a crossing over Coffee Creek for the future Brougham Drive.

**SECTION TWO:** The cost of the Project shall not exceed \$5,200,000. Funds to pay for the Project shall come from the following sources:

General Obligation Bonds	\$1,000,000
Stormwater Funds	600,000
Johnson County CIP	375,000
Johnson County SMAC	<u>3,225,000</u>
<b>TOTAL</b>	<b>\$5,200,000</b>

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

**ADOPTED** by the Governing Body this 21st day of February, 2017.

**SIGNED** by the Mayor this 21st day of February, 2017.

---

Mayor

**ATTEST:**

---

Deputy City Clerk

(SEAL)

**APPROVED AS TO FORM:**

---

City Attorney



**Project Fact Sheet**  
**Brougham Drive Regional Detention Basin Project**  
**2-C-002-16**  
**February 21, 2017**

**Project Manager:** Celia Duran/Chet Belcher

**Description:** This project will include survey, design and construction of a regional detention basin, approximately located along the alignment of Brougham Drive and Coffee Creek.

**Justification:** This project will remove 4 homes from the floodplain and address flooding on Black Bob Road south of 167<sup>th</sup> Street. The regional detention basin will also provide detention for approximately 2,000 acres of upstream ground, eliminating the need for on-site detention for future developments.

**Comments:** This project has received Johnson County SMAC Program funds which will provide for 75% of design and construction up to a maximum of \$3,225,000. Additionally, Johnson County is providing \$375,000 in funding for the required improvements to Black Bob Road south of 167<sup>th</sup> Street.

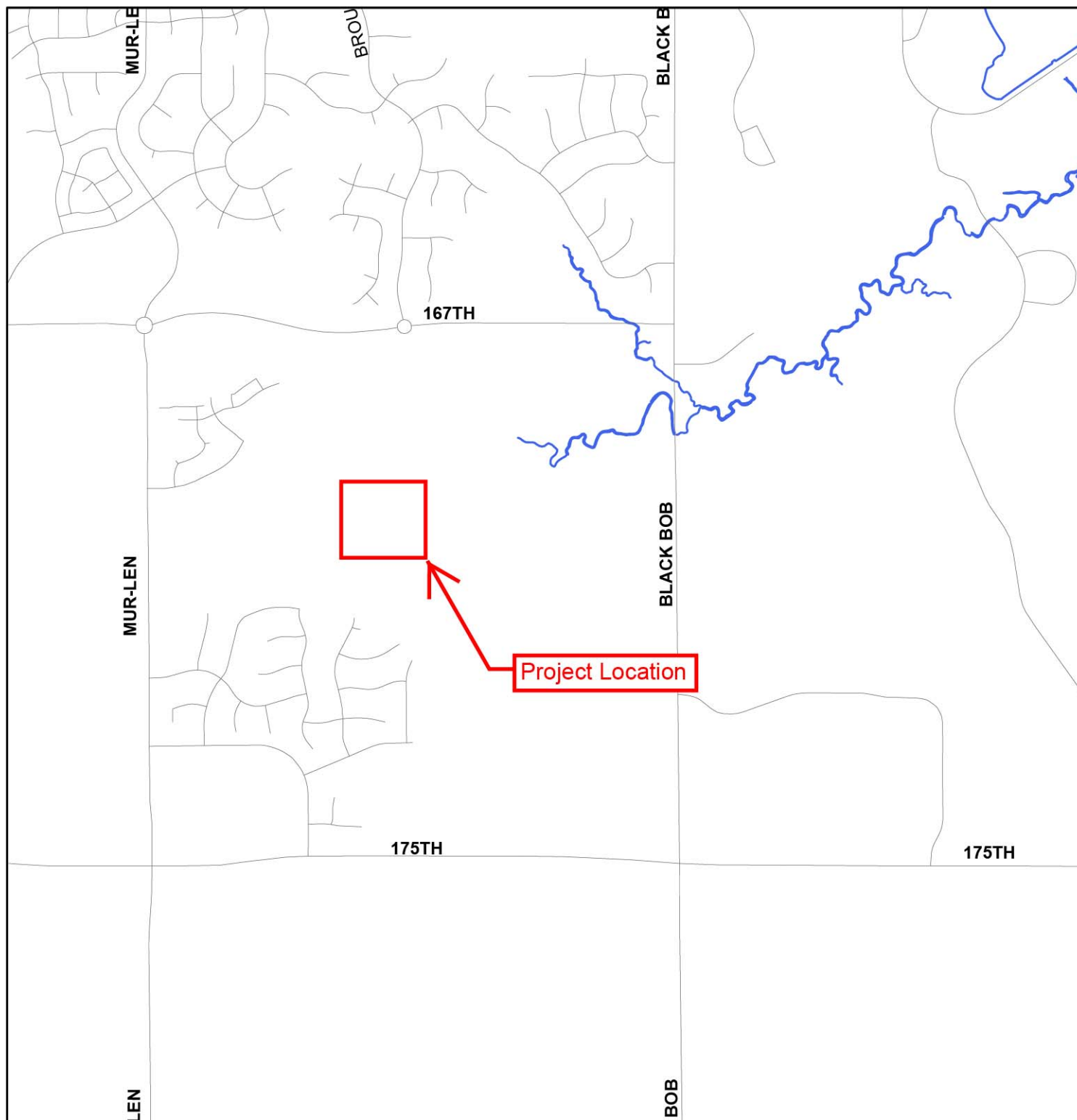
<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	Land Acquisition	7/31/2017 – Estimate
	Final Design	10/01/2017 – Estimate
Construction:	Contract Award	12/01/2017 – Estimate
	Completion	11/30/2018 – Estimate
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Project Authorization	2/21/2017	\$5,200,000
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
GO Bonds	\$1,000,000	2018
Stormwater Fund	\$600,000	2017 and 2018
Johnson County CIP	\$375,000	2018
Johnson County SMAC	\$3,225,000	2017 and 2018
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$490,000	\$0
Land Acquisition	\$1,430,000	\$0
Inspection	\$50,000	\$0
Staff Time	\$70,000	\$0
Utilities	\$300,000	\$0
Construction	\$2,400,000	\$0
<u>Contingency</u>	<u>\$460,000</u>	<u>\$0</u>
<b>Total</b>	<b>\$5,200,000</b>	<b>\$0</b>

# Brougham Drive Regional Detention Basin Project 2-C-002-16 Project Location Map

ATTACHMENT "C"



NOT TO SCALE





## COUNCIL AGENDA ITEM

CA- K

**Department:** Public Works

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Mary Jaeger/Celia Duran

**Subject:** Consideration of Resolution No. 17-1020 authorizing the 2017 Street Reconstruction Program, PN 3-R-000-17.

**Focus/Perspective Area:** Transportation

**Executive Summary:** The Street Reconstruction Program provides for reconstruction of streets that are deteriorated to a condition beyond preventative maintenance provided by the Street Preservation Program. The 2017 project includes the following six streets to be designed and constructed in 2017:

Lakehurst Neighborhood Street Improvements Project

Bristol Lane, from Keeler Street to Southwest End Cul-de-sac  
Lakehurst Drive, from Bristol Lane to West End Cul-de-sac  
El Monte Court, from Bristol Lane to Southeast End Cul-de-sac  
Welston Avenue, from Bristol Lane to West End Cul-de-sac

Cedar Creek Street Improvements Project

Shadow Ridge Drive, from 103<sup>rd</sup> Street to Valley Parkway  
102<sup>nd</sup> Terrace, from Shadow Ridge Drive to East End Cul-de-sac

The Lakehurst Neighborhood Street Improvements Project will include removing the existing pavement section, grading and placement of aggregate base subgrade, concrete curb and gutter, asphalt pavement, ADA ramps, sidewalks, city street light installation, sanitary sewer improvements and stormwater improvements. The sanitary sewer improvements are funded separately by the Sanitary Sewer Rehabilitation Program.

The Cedar Creek Street Improvements Project consists of removing the existing concrete pavement section, placement of aggregate base subgrade, concrete curb and gutter, asphalt pavement, ADA ramps, and spot sidewalk replacement where needed.

Street construction is tentatively scheduled to begin in May 2017 and be completed by the end of the year.

**Fiscal Impact:** Funding for the 2017 Street Reconstruction Program includes \$2,250,000 in General Obligation Bonds as listed in the approved 2017 Capital Improvement Plan (CIP).

<u>GO Bonds</u>	<u>\$2,250,000</u>
<b>Total</b>	<b>\$2,250,000</b>

Design for the Lakehurst Neighborhood Street Improvements Project was funded from the 2016 Street Preservation Program, PN 3-P-000-16. The total agreement amount of \$219,970.00, included in the professional engineering design services agreement, was approved by Council on July 19, 2016.

**Recommendations/Options/Action Requested:** Approval of Resolution No. 17-XXXX authorizing the 2017 Street Reconstruction Program, PN 3-R-000-17.

**Attachments:** A: Resolution 17-1020  
B: 2017 CIP Sheet  
C: Project Location Map

**RESOLUTION NO. 17-1020**

**A RESOLUTION AUTHORIZING THE 2017 STREET RECONSTRUCTION PROGRAM, PROJECT NUMBER 3-R-000-17.**

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

**SECTION ONE:** Pursuant to the authority of Charter Ordinance No. 74 of the City, the Governing Body of the City of Olathe ("City") hereby authorizes the 2017 Street Reconstruction Program, Project Number 3-R-000-17 ("Program"). Such Program shall be composed of the following projects:

Lakehurst Neighborhood Street Improvements Project:

Bristol Lane, from Keeler Street to Southwest End Cul-de-sac,  
Lakehurst Drive, from Bristol Lane to West End Cul-de-sac,  
El Monte Court, from Bristol Lane to Southeast End Cul-de-sac, and  
Welston Avenue, from Bristol Lane to West End Cul-de-sac.

The Lakehurst Neighborhood Street Improvements Project will include removing the existing pavement section, grading and placement of aggregate base subgrade, concrete curb and gutter, asphalt pavement section, ADA ramps, sidewalks, City street light installation, sanitary sewer improvements and stormwater improvements. The sanitary sewer improvements are funded separately by the Sanitary Sewer Rehabilitation Program.

Cedar Creek Street Improvements Project:

Shadow Ridge Drive, from 103<sup>rd</sup> Street to Valley Parkway, and  
102<sup>nd</sup> Terrace, from Shadow Ridge Drive to East End Cul-de-sac.

The Cedar Creek Street Improvements Project consists of removing the existing concrete pavement section, placement of aggregate base subgrade, concrete curb and gutter, asphalt pavement section, ADA ramps, and spot sidewalk replacement where needed.

**SECTION TWO:** The cost for completing the Program is \$2,250,000. Funds to pay for the Program shall come from the issuance of general obligation bonds.

**SECTION THREE:** Pursuant to the authority of Charter Ordinance No. 74, the Governing Body hereby authorizes the issuance of \$2,250,000 of general obligation bonds, exclusive of bond issuance costs and interest on any temporary financing, to pay for the street reconstruction.

**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 \$2,250,000 exclusive of issuance costs and any interest costs for temporary financing.

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

**ADOPTED** by the Governing Body this 21<sup>st</sup> day of February, 2017.

**SIGNED** by the Mayor this 21<sup>st</sup> day of February, 2017.

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Mayor

**ATTEST:**

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Deputy City Clerk

(SEAL)

**APPROVED AS TO FORM:**

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City Attorney

## Capital Improvement Plan Projects

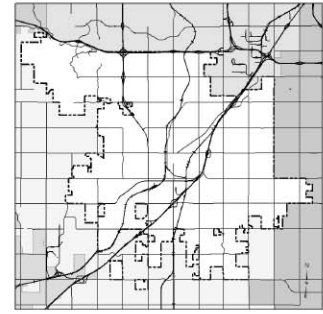
2016 *thru* 2020

## City of Olathe, Kansas

Project # **3-R-000-16**Project Name **Street Reconstruction Program**

Type Improvement  
Category Street Reconstruction

Department Public Works  
Contact Jeff Beal

**Description****Total Project Cost: \$11,745,000**

This project includes street reconstruction of failed streets that are beyond preventative maintenance.

**Justification**

This program maintains the transportation infrastructure for local, collector and arterial streets across the city.

<b>Expenditures</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Total</b>
Construction	1,870,000	1,800,000	2,000,000	1,845,000	1,550,000	9,065,000
Contingency	260,000	150,000	160,000	190,000	150,000	910,000
Design	280,000	200,000	220,000	300,000	190,000	1,190,000
Inspection	20,000	20,000	30,000	40,000	40,000	150,000
Staff	70,000	80,000	90,000	120,000	70,000	430,000
<b>Total</b>	<b>2,500,000</b>	<b>2,250,000</b>	<b>2,500,000</b>	<b>2,495,000</b>	<b>2,000,000</b>	<b>11,745,000</b>

<b>Funding Sources</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Total</b>
GO Bonds 10 yr	2,500,000	2,250,000	2,500,000	2,495,000	2,000,000	11,745,000
<b>Total</b>	<b>2,500,000</b>	<b>2,250,000</b>	<b>2,500,000</b>	<b>2,495,000</b>	<b>2,000,000</b>	<b>11,745,000</b>

**Budget Impact/Other**

Costs for maintenance will be reduced by prolonging the life of the streets; however, there is ongoing maintenance, such as street cleaning, snowplowing, etc., associated with the transportation infrastructure.

# Lakehurst Neighborhood Street Improvements Project





# Cedar Creek Street Improvements Project



## COUNCIL AGENDA ITEM

CA-L

**Department:** Public Works

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Mary Jaeger/Celia Duran

**Subject:** Consideration of a property lease for storage of traffic operations equipment.

**Focus/Perspective Area:** Transportation

**Executive Summary:** On March 15, 2016, the City Council authorized the acquisition of approximately 4,296 streetlights from Kansas City Power and Light (KCPL). This acquisition was finalized and final payment made in December 2016. Beginning January 1, 2017, the City has the responsibility for ownership and maintenance approximately 11,500 streetlight poles and luminaires.

Currently streetlight operations shares space with other traffic operations units including signing, pavement marking and traffic signals at 301 N. Rogers Road. This facility is crowded and required significant movement of materials prior to the KCPL purchase. The need to store additional materials has pushed the existing facility beyond capacity and additional space is needed to safely and efficiently manage the maintenance of traffic operations systems.

The proposed 6,300 square foot leased facility will store approximately 30 painted streetlight and traffic signal poles which can be damaged or become faded when stored in outdoor conditions. It will also store (on a rotating basis) approximately 400 LED fixtures, 100 standard fixtures, 50 decorative fixtures, ballasts, bulbs and materials to maintain 11,500 street lights. In addition, materials for the maintenance of high mast street light systems, 12 spools of underground wiring, 100 flags and poles (for the Santa Fe streetscape) and 7 generators may also be located within the leased space. The proposed space is large enough to park hydraulic lift trucks in addition to the traffic operations materials. Parking these vehicles inside allows for more rapid response to knock down situations and protection from inclement weather.

**Fiscal Impact:** The annual cost of the lease, including operating expenses, is \$62,370 for a 3-year period. Potential lease expenses are included in the traffic operations budget.

**Recommendations/Options/Action Requested:** Approval of property lease for storage of traffic operations equipment.

**Attachments:**

- A: Fact Sheet
- B: Location Map
- C: Lease



**Project Fact Sheet  
Lease for Streetlight Operations  
February 21, 2017**

**Project Manager:** Celia Duran / Beth Wright

**Description:** Lease of storage/warehouse space at 687 N. Lindenwood Drive from Builder's Stone & Masonry, Inc. for the period of March 1, 2017 through February 29, 2020.

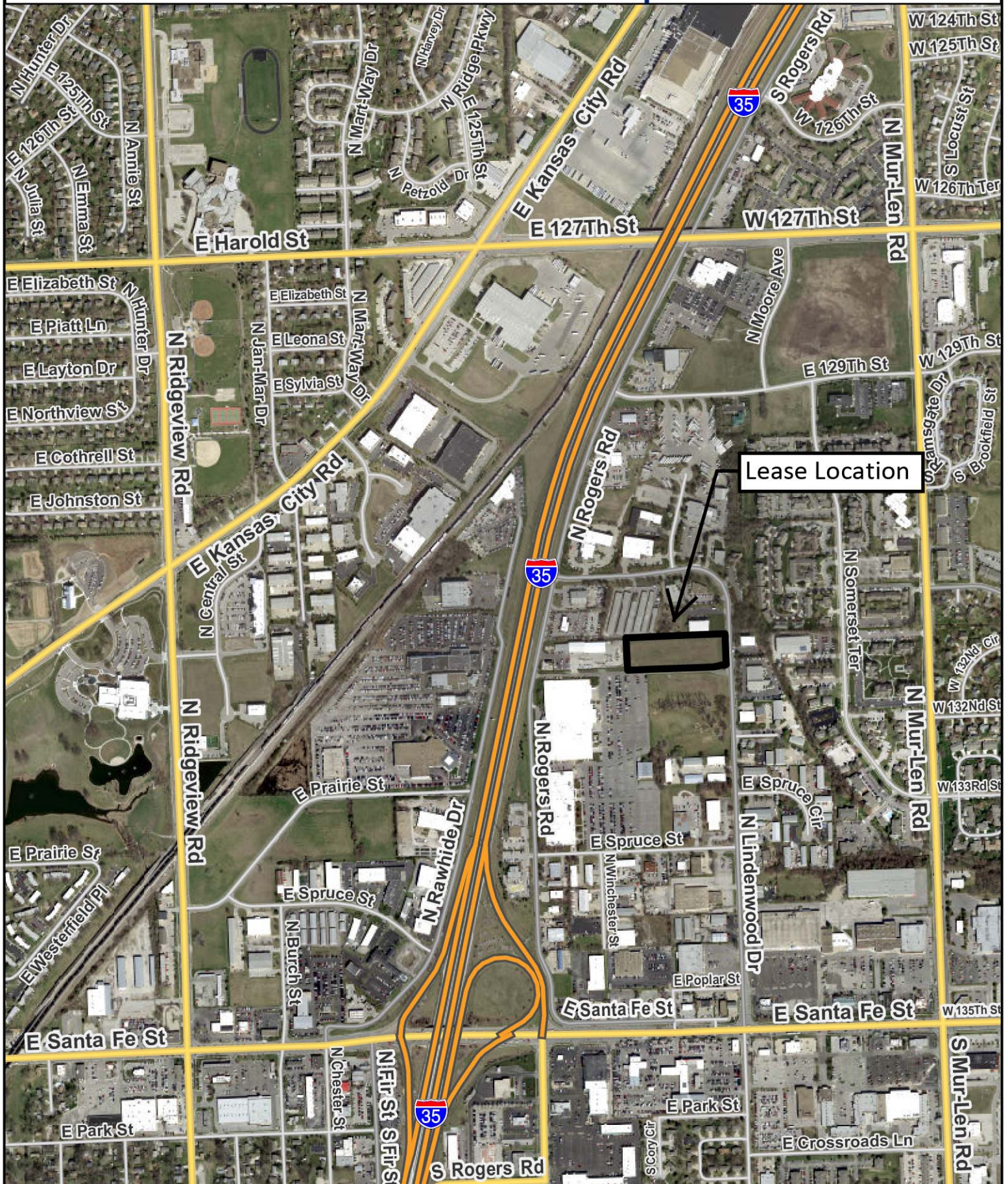
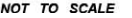
**Justification:** On January 1, 2017, the City assumed responsibility for an additional 4,296 streetlights from Kansas City Power and Light (KCPL). This brings the City's total responsibility for ownership and maintenance of streetlight facilities to approximately 11,500 poles and luminaires. Additional storage/warehouse space is needed to facilitate maintenance and assembly of streetlight poles and fixtures.

**Comments:**

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Term of Occupancy:		03/01/2017 to 02/29/2020
<b>Funding Sources:</b>	<b>Amount</b>	<b>2017/2018/2019 Budgets</b>
Operating Budget	\$62,370/year	
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Lease	\$ 49,455/year	\$0
Operating Expense	\$12,915/year	\$0
<b>Total</b>	<b>\$62,370/year</b>	<b>\$0</b>
Security Deposit	\$4121.25	\$0



ATTACHMENT "B"





## COMMERCIAL REAL ESTATE LEASE

## RECITALS

- A. Landlord is the owner of the real property described in Section 2 below, together with certain easements, such property which is situated within the City of Olathe, Johnson County, Kansas.
- B. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the Leased Premises as defined hereinafter, subject to and in accordance with the terms, conditions and provisions set forth hereinafter.

## AGREEMENTS

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby agree as follows:

1. **EFFECTIVE DATE, LANDLORD & TENANT.** This Commercial Real Estate Lease ("Agreement") is made and entered into this \_\_\_\_\_ day of February , 2017 ("Effective Date"), by and between Builder's Stone & Masonry Inc., a Kansas corporation (the "Landlord"), and the City of Olathe, Kansas, a municipal corporation of the State of Kansas ("Tenant").
2. **LEASED PREMISES, BUILDING, PROPERTY AND COMMON AREAS.** Landlord hereby demises and agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, approximately 6,300 square feet of space locally known as 691 N Lindenwood Dr, Olathe, Kansas 66062 ("Leased Premises"). For purposes of this Agreement, the parties agree that the Leased Premises include 6,300 rentable square feet whether or not subsequent measurements reflect a variation in area. The two-building complex of which the Leased Premises is a part ("Building") is situated upon real property legally described as Lot 2, Lindenwood Business Park, a subdivision in Olathe, Johnson County, Kansas and as further described in the attached Exhibit A ("Property"). The exterior and roof of the Building, all parking areas, entrances and exits, sidewalks, curbs, alleys, easements, rights and appurtenances thereto, all other pervious and impervious areas, landscaped areas, monument signage (if any) and parking lot lighting facilities situated upon the Property comprise the "Common Areas".
3. **PRIMARY LEASE TERM, BASE RENT, RENT AND SECURITY DEPOSIT.**
  - A. The term of this Lease shall commence on April 1, 2017 and expire on March 31, 2020 ("Primary Lease Term") unless said Primary Lease Term shall be terminated sooner as hereinafter provided. The terms "Primary Lease Term" and any "Lease Renewal Term" may, individually or collectively hereinafter, be referred to as the "Lease Term". Each twelve (12) month period commencing on the Commencement Date or on any anniversary thereof shall be a "Lease Year," providing that each Lease Year shall begin on the first day of the month and terminate on the last day of the twelfth (12th) month.
  - B. In consideration of said Lease, Tenant agrees to pay to Landlord on a monthly basis, without prior notice or demand, base rent ("Base Rent") for Tenant's use of the Leased Premises during the Primary Lease Term as follows:

from        April 1, 2017        to        March 31, 2020        \$4121.25        per month
  - C. The term "Rent" shall include all Base Rent and any Additional Rent owed by Tenant to Landlord as provided for herein. Rent shall be due and payable in advance on the first (1st) day of each month during the Lease Term. All Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set forth herein or at such other address as Landlord may specify from time to time by advance written notice delivered in accordance herewith. Rent not received on or before the fifth (5th) day of each month during the Lease Term shall be considered delinquent and subject to the late charges as set forth herein. Upon execution of this Lease, Tenant has deposited with Landlord the sum of \$8242.50, of which

\$4121.25 shall be applied as April 1, 2017 Base Rent, and the balance of \$ 4121.25 which shall be held by Landlord as Tenant's Security Deposit.

- D. Tenant's Security Deposit shall be held by Landlord and no interest shall accrue thereon to the benefit of the Tenant. If at any time during the Lease Term, Tenant shall be in default in performance of any provision of this Lease, and shall fail to remedy or cure said default after having received ten (10) days written Notice of same, then Landlord may, at its option, apply a portion of, or all of, Tenant's Security Deposit as partial or full satisfaction of said default or declare Tenant's Security Deposit to be forfeited. If Landlord applies all or a portion of Tenant's Security Deposit to cure said default, Tenant agrees to pay to Landlord within ten (10) days of said Notice an equal amount so that the Landlord has at all times a Security Deposit equal to the original amount herein agreed to. Tenant's failure to do shall constitute a default of this Lease. Within thirty (30) days after Tenant's satisfactory completion of this Lease, Landlord shall refund to Tenant the Tenant's Security Deposit in full and without interest.

4. **LATE CHARGES AND RELATED COSTS.** In the event Tenant should fail to pay any installment of Rent or any sum due hereunder after such amount is due, Tenant shall, upon demand, pay to Landlord as Additional Rent a late charge equal to five percent (5%) of each such installment or other sum due and payable. Said late charge shall be assessed on the sixth (6th) day of each month. Tenant shall be assessed a fifty dollar (\$50.00) charge for each check that is returned due to insufficient funds in the Tenant's account. All unpaid amounts due and payable by Tenant to Landlord shall accrue interest to the benefit of Landlord at a rate equal to the greater of twelve percent (12%) per annum or the maximum amount allowed by applicable law, from such due date until such amounts are paid in full. Tenant agrees to reimburse Landlord for reasonable attorneys' fees, expenses and other costs which Landlord may incur for collection, or for the enforcement or defense of any of the Landlord's rights hereunder. If litigation should result between the parties hereto concerning any of their respective rights under this Lease, then the prevailing party in such action shall be entitled to recover from the other party their costs and expenses incurred with respect to the litigation, including reasonable attorneys' fees.

5. **PROPERTY OPERATING EXPENSES.**

A. **Real Property Taxes, Personal Property Taxes & Rent Taxes.**

1. Tenant agrees to pay to the Landlord as Additional Rent its pro rata share of the real property taxes incurred during each calendar year. Real property taxes shall mean any form of assessment, including both general and special assessments, ad valorem taxes, levies, imposts or any other taxes (other than estate or inheritance taxes) imposed by any authority having direct or indirect power to tax any legal or equitable interest of Landlord in the Property (collectively, "Real Property Taxes"). Tenant shall only be liable for its pro rata share of any special assessments which are due and payable during the Lease Term. Real Property Taxes shall be subject to an adjustment in the first year and last year for that portion of any such years not included in the Lease Term.
2. Tenant shall be responsible for the timely payment of all personal property taxes, including, but not limited to, taxes charged against trade fixtures, furnishings, equipment, inventories, receivables and any other personal property belonging to Tenant (collectively, "Personal Property Taxes"). Tenant shall endeavor to have all Personal Property taxed separate and apart from the Leased Premises.
3. Tenant shall pay all taxes which may be levied by a taxing jurisdiction against the amount of Rent paid by Tenant to Landlord, other than income tax ("Rent Taxes"), whether or not such tax is in addition to, or in lieu of, Real Property Taxes.
4. Real Property Taxes, Personal Property Taxes and Rent Taxes shall collectively be referred to as "Taxes".

- B. **Property Insurance Premiums.** Tenant agrees to pay to the Landlord as Additional Rent its pro rata share of the property insurance premiums incurred by Landlord during each calendar year. As used in this Paragraph, property insurance premiums are those payments made by Landlord to a third party insurer for fire, casualty, extended coverage, loss of rents and all other coverages against various perils which Landlord deems necessary to insure against ("Property Insurance Premiums"). See also Paragraph 17, "Landlord's Insurance".

- C. Operating Costs. Tenant agrees to pay to the Landlord as Additional Rent its pro rata share of all costs incurred by Landlord associated with the maintenance, repair, operation and management of the Leased Premises, Building, Common Areas and Property ("Operating Costs"). Said Operating Costs shall include, but not be limited to, exterior electrical fixtures and systems, exterior light bulbs (lamps), light fixtures and ballasts, parking lot pole lights, exterior plumbing systems, all parking lot repairs, exterior Building painting, trash and rubbish removal, landscaping, lawn and grounds maintenance, snow removal, walkways, drives, parking areas, all Utility Services (as defined hereinafter) furnished to the Property but not individually metered to the Leased Premises (including any taxes thereon), property management, all other exterior property maintenance expenses which may be required from time to time in maintaining the Property in a prudent manner.
- D. Property Operating Expenses. Real Property Taxes, Property Insurance Premiums and Operating Costs (collectively, "Property Operating Expenses") associated with the operation of the Property are currently estimated to be \$2.05 per square foot. The Tenant's pro-rata share of Property Operating Expenses shall be equal to \$1,076.25 per month, is a component of Additional Rent and shall be due and payable on the first day of each month during the term of this Lease. Said monthly payments will be in addition to Base Rent and will be reviewed annually by Landlord, and adjustments required to compensate for any overpayment or underpayment will be made at that time and supported by an expense reconciliation ("Reconciliation"). Landlord agrees to provide such Reconciliation to Tenant on or before April 1st of the following calendar year.
1. Property Operating Expenses shall not include: (i) depreciation on the Leased Premises or Building; (ii) interest on debt or amortization payments on any mortgages or deeds of trust or any cost incurred in connection with the financing, re-financing or mortgaging of the Leased Premises or the Property; (iii) costs or expenses paid directly by Tenant; (iv) any income, estate, inheritance or other transfer tax and any excess profit, franchise or similar taxes on Landlord's business; (v) Landlord's general corporate overhead and administrative expenses; (vi) cost for advertising, marketing or selling the Leased Premises or the Property or costs incurred for the preparation of the Leased Premises or the Property for lease, sublease or for sale; or (vii) costs incurred in connection with upgrading the Leased Premises to comply with governmental laws or regulations in effect prior to the Effective Date of this Lease.
  2. Tenant, at Tenant's own cost and expense shall have the right to examine the Reconciliation Report prepared by Landlord (the "Examination"), Such Examination shall occur within thirty (30) days of Tenant's receipt of such Reconciliation Report (the "Inspection Period"). If any such Examination discloses an inaccuracy in the Reconciliation Report, Landlord or Tenant, as the case may be, shall pay to the other party within thirty (30) days of written notice, such amount required to correctly adjust the amount of Additional Rent owed by Tenant to Landlord for the calendar year in question. Tenant's failure to conduct an Examination for any given calendar year during the Inspection Period shall be conclusively deemed to be approval and acceptance by Tenant of such Reconciliation Report and Tenant shall have forfeited its right to have an Examination or to contest the Reconciliation Report. The rights and obligations set forth in this Section of the Lease shall survive the expiration of the Lease Term.
- E. Utilities. Tenant shall pay all charges incurred for any utility services separately metered (i.e., individually metered or sub-metered, as the case may be) to the Leased Premises and shall cause all utility services provided specifically to the Leased Premises to be placed in its name with the respective vendor for direct billing. Such utilities shall include, but not be limited to, water, sanitary sewer, storm sewer, stormwater, electricity, gas, telephone, cable television, internet and all other telecommunication services (the "Utility Services"). If there are Utility Services which serve the Leased Premises but which are not separately metered, or if there are Utility Services which serve the Common Areas, then Tenant shall pay for Tenant's pro-rata share of such Utility Services. If Tenant shall require water, gas, or electric current in excess of what is currently supplied to the Leased Premises, Tenant shall first obtain Landlord's written consent, which Landlord shall not unreasonably withhold, prior to having such additional utility services installed. All costs related to obtaining such additional utility services shall be the responsibility of, and paid for by, Tenant.

- F. Maintenance & Repairs By Tenant. Tenant agrees to be responsible for all repairs, replacements and maintenance pertaining to the interior of the Leased Premises including, but not limited to, lighting fixtures, light bulbs (lamps), ballasts, ceiling grid and tile, floor coverings, all electrical and plumbing fixtures and systems, plate glass, all windows and doors, pest control, scheduling the quarterly changing of the filters and the semi-annual servicing of the heating, air conditioning and ventilation ("HVAC") equipment, and janitorial services. In making such repairs and replacements and performing such maintenance, Tenant agrees to comply with all of the applicable government laws, ordinances, regulations, and any other requirements. Tenant shall promptly pay for all costs associated with Tenant's maintenance and repair of the Leased Premises as set forth herein and shall indemnify and hold harmless Landlord against any liens, costs, damages, or expenses incurred in connection therewith, including reasonable attorneys' fees, incurred by Landlord if Landlord shall be joined in any action or proceeding involving such work. Tenant shall not be required to make structural repairs or alterations which may be required by governmental rules, orders, or regulations unless resulting from the business operations maintained by Tenant within the Leased Premises. Tenant shall not be responsible for the repair of any damage caused by the negligence of the Landlord, its employees, or agents. In the event Tenant fails, refuses or neglects to perform or complete properly or adequately any maintenance, repair, replacement or alteration which is the responsibility of Tenant hereunder, then Landlord may, but shall not be obligated to, make or complete any such repair, maintenance, replacement or alteration after ten (10) business days written notice to Tenant, or such shorter period as necessitated by an emergency. In such event, Tenant shall be obligated to repay the cost thereof to Landlord, upon demand, as additional rent. Landlord shall not be liable for any damage caused to the personal property of Tenant, its agents, employees or invitees, due to the Building, the Leased Premises or any part thereof or any appurtenant thereto, being improperly constructed or being or becoming out of repair. Upon the expiration or termination of this Lease, Tenant shall surrender and deliver the Leased Premises, together with all improvements, to Landlord in good working order, condition and repair (reasonable wear and tear excepted to the extent not required to be repaired by Tenant).
- G. Maintenance & Repairs By Landlord. Landlord shall be responsible for the costs associated with the replacement of the roof, the replacement of the heating and air conditioning equipment, the repair and replacement of the foundation, the slab and the structural (exterior) walls of the Building, except for any damage thereto caused by any act of, or due to the negligence of, the Tenant, its employees, agents, vendors, customers or licensees. Landlord shall be responsible for scheduling all repairs and maintenance to be completed as it pertains to maintaining the exterior of the Building and the Common Areas. Landlord shall commence to make any repairs or replacements as required pursuant to this Lease within thirty (30) days after Landlord's receipt of written notice from Tenant. Tenant hereby waives all rights to make repairs at the expense of Landlord as may be provided under applicable law of the state of in which the Property is located or by any similar statute or regulation now or hereafter in effect. Landlord's liability hereunder shall be limited to the cost of such repairs.
- H. Landlord or Landlord's agents and representatives shall have the right to enter and inspect the Leased Premises at any time during reasonable business hours for the purpose of ascertaining the condition of the Leased Premises or to make such repairs, additions and alterations as may be required to be made by Tenant or Landlord under the terms of this Lease.
- I. Landlord Disclaimer: Tenant hereby agrees that Landlord shall not be held liable for failure to supply to the Leased Premises any plumbing, heating, air conditioning service or Utility Services unless such failure is due to Landlord's negligence. Landlord reserves the right to temporarily discontinue such services due to accidents, repairs, alterations or improvements, strikes, lockouts, riots, acts of God, or any event in which Landlord is unable to furnish same.
6. **PRORATION.** Whenever the term "pro-rata" or any other similar term or phrase appears in this Lease, it shall refer to the square footage of the Leased Premises (as stated in Paragraph 1 of this Lease) as a percentage of the total square footage of the Building of which the Leased Premises is a part. Landlord and Tenant agree that the total rentable area of the Building is approximately 25,200 square feet. Tenant's pro-rata share of Property Operating Costs shall be equal to twelve and 50/100 percent (12.50%). Said percentage shall be used in calculating any Additional Rent owed by Tenant.

7. **DEFAULTS / REMEDIES.**

- A. The following events shall be deemed to be events of default by Tenant under this Lease:
1. Tenant fails to pay any installment of the Rent or other charges as set forth herein and such failure continues for a period of five (5) days after receipt of written Notice;
  2. Tenant fails to comply with any term, provision, or covenant of the Lease other than the payment of Rent or other charges, and does not cure such failure within thirty (30) days after receipt of written Notice, or as otherwise prescribed in this Lease;
  3. Tenant becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;
  4. Tenant files petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant is adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder;
  5. A receiver or trustee is appointed for all or substantially all of the assets of Tenant;
  6. Tenant fails to comply with provisions or reporting requirements of the Subordination Clause, the Attornment Clause, or the Estoppel Clause as set forth herein and such failure to comply continues for a period of five (5) days after receipt of written Notice;
  7. Tenant fails to discharge any lien that is placed against the Property, said lien being the result of the Tenant's actions, within five (5) days after such lien is filed against the Property.
- B. Upon the occurrence of any such events of default, Landlord shall have, in addition to normal remedies provided by law, the option to pursue any one or more of the following remedies: 1) terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord; 2) enter the Leased Premises without terminating the Lease and perform the Tenant's obligations per the terms of this Lease, in which case the Tenant agrees to reimburse the Landlord on demand for all expenses incurred by the Landlord in performing the Tenant's obligations under this Lease, including the amount of Rent due and payable by the Tenant per the terms of this Lease; 3) relet the Leased Premises for a term or terms which may, at the Landlord's option, be less than or exceed the period of the remainder of the Lease term hereof or which otherwise would have constituted the balance of the Lease term.
- C. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver by the Landlord of any violation or breach of any terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach. Upon an event of default by Tenant, forbearance by Landlord to enforce one or more of the remedies herein provided shall not be deemed or construed to constitute a waiver of such default.
- D. Tenant acknowledges and agrees that should it become necessary for Landlord to serve notice for demand for the payment of Rent or for possession of the Leased Premises ("Notice") in accordance with applicable state statutes, the Notice shall not terminate the Tenant's obligations to pay future Rents and this Lease, at the sole option of the Landlord, may continue in full force and effect;
- E. If Landlord defaults in its performance of any covenant required hereunder, Tenant shall serve upon Landlord a written notice specifying such Landlord default. If Landlord does not remedy the default within thirty (30) days following its receipt of such notice, or in the case of a default which requires more than thirty (30) days to cure, and if Landlord has not commenced to remedy the same within thirty (30) days following its receipt of such notice and is not diligently prosecuting the cure thereof, then Tenant may, after giving such written notice to Landlord, repair the problem in a commercially reasonable manner, in which case Landlord shall reimburse Tenant for the costs thereof within thirty (30) days after Landlord's receipt of such invoice from Tenant. If there is a maintenance or repair problem involving the Leased Premises which is Landlord's responsibility to correct, and such maintenance or repair problem is not the result of a casualty and creates an imminent risk of injury to Tenant or material damage to Tenant's personal property, and if Landlord does not commence efforts to resolve the problem within five (5) business days after being notified in writing thereof by Tenant, then Tenant shall have the right, after notice to Landlord, to temporarily repair the problem in a commercially reasonable manner. If Tenant undertakes such efforts, it shall be entitled to bill Landlord for the costs thereof, which bill shall be due and payable within thirty (30) days after Landlord's receipt thereof.

Failure of Landlord to pay the bill within thirty (30) days entitled Tenant to deduct the bill amount from the next month's rent.

- F. The laws of the state in which the Property is located shall govern this Lease and any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the county of Johnson, state of Kansas, and in the event of any litigation, the exclusive venue and place of jurisdiction shall be as heretofore prescribed.

**8. TERMINATION.**

- A. Tenant and Landlord shall each have the right to terminate the Lease during the Primary Lease Term by providing written notice to the other party of such termination and the intended termination date of the Lease ("Termination Notice"), provided that, notwithstanding the intended termination date of the Lease set forth in such Termination Notice, such termination shall not be effective until the later to occur of: (i) the expiration of the Primary Lease Term, or (ii) the date that is ninety (90) days after the date the Termination Notice is delivered.
- B. Upon the expiration of the Primary Lease Term, unless either Tenant or Landlord shall have provided at least (90) ninety days prior written notice to the other party of its intention to terminate the Lease at the end of the Primary Lease Term, the Lease Term shall automatically be extended for an additional term of one (1) year ("Lease Renewal Term"). Tenant and Landlord shall each have the right to terminate the Lease during the Lease Renewal Term by providing at least ninety (90) days prior written notice to the other party of such termination.

9. **ALTERATIONS TO THE LEASED PREMISES.** Tenant may, at its own cost and expense, make such minor alterations such as shelves, bins, and trade fixtures as it may deem advisable, without altering the basic character of the Property or Leased Premises, provided it is accomplished in a good, workmanlike manner (see also Paragraph 12.A.). Upon either the expiration or termination of this Lease, Tenant shall remove all alterations, additions, improvements, shelves, bins, equipment, and trade fixtures and partitions erected by Tenant and restore the Leased Premises to its original condition, wear and tear excepted, if so desired by Landlord; otherwise, such improvements shall be delivered to Landlord with the Leased Premises. All such removals and restorations shall be accomplished in a workmanlike manner so as not to damage the primary structure or structural qualities of the Leased Premises, the Property, or any other improvements situated on the Property.
10. **SIGNS, WINDOW COVERINGS.** No sign, placard, picture, advertisement, name, notice, lettering, door sign, window covering, awning, or other projection ("Signage") visible from the exterior of the Leased Premises shall be exhibited, inscribed, painted, or otherwise displayed by Tenant on any part of the inside or outside of the Leased Premises, including all windows and doors which comprise a portion of the Leased Premises, or on the Building or upon the Property, without first obtaining the consent of Landlord. Tenant shall remove all Signage at the expiration or termination of this Lease. Signage installation and removal shall be made in such a manner as to avoid injury, defacement, or overloading the Building and any other improvements thereto. Drawings for all Tenant identification Signage shall be approved by Landlord before the manufacture and installation thereof. The cost of, and installation of, all Signage, and the maintenance thereof, shall be at the sole expense of the Tenant.
11. **MECHANIC'S LIENS.** Tenant shall keep the Leased Premises and Property free from any liens arising out of any work performed, material furnished or obligations incurred by Tenant. Tenant shall immediately remove, by payment, by the posting of cash or a bond as provided by law, any and all liens or encumbrances which are filed against the Leased Premises or Property by any person, firm, corporation or entity as the result of any act or omission of Tenant or any alleged act or omission of Tenant. In the event Tenant fails to remove any such lien within ten (10) days of receipt of notice thereof, then Landlord may, but shall not be obligated to, remove such lien at the cost and expense of Tenant, which amount shall be paid by Tenant to Landlord upon demand.

12. **CHARACTER OF OCCUPANCY.** The Leased Premises shall be used exclusively for general office and warehouse space. In the event Tenant desires hereafter to modify and/or change its use of the Leased Premises, the same shall be subject, in all events, to the prior written consent and approval by Landlord. Landlord agrees that it will not unreasonably withhold or delay its consent to any proposed change in use. If approved by Landlord as herein provided, the nature and terms of such modified use shall be reduced to a written agreement between Landlord and Tenant and made a part of this Lease.
- A. **Use Compliance.** Tenant shall not use the Leased Premises or Common Areas, or permit anything to be done in or about the Leased Premises or Common Areas, which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall at all times comply with all applicable laws, statutes, ordinances, and governmental rules, regulations or requirements now in force or which may hereafter be in force, or any current or future property rules and regulations imposed by Landlord relating to or affecting the condition, use or occupancy of the Leased Premises. Tenant shall not commit, or suffer to be committed, any waste or any nuisance on the Leased Premises or Common Areas. Tenant shall not make any material alterations, additions or improvements to the Leased Premises, or any part thereof, without first obtaining the written approval and consent of Landlord, such consent which shall not be unreasonably withheld, provided, however, that Tenant may make non-structural alterations not exceeding one thousand dollars (\$1,000.00) without Landlord's prior written consent. Tenant shall promptly pay for the costs of any work performed and shall indemnify and hold harmless the Landlord against liens, costs, damages, or expenses incurred in connection therewith, including attorney's fees, incurred by the Landlord if Landlord shall be joined in any action or proceeding involving such work. Any additions, improvements, alterations and/or installations made by Tenant to the Leased Premises (except for trade fixtures, movable office furniture, unattached office partitions, office equipment and other unattached items paid for by Tenant, all of which shall remain the personal property of Tenant) shall become and remain a part of the Leased Premises and shall become Landlord's property upon the expiration or termination of this Lease or of Tenant's occupancy of the Leased Premises. Tenant shall, prior to the expiration or termination of this Lease, remove, at Tenant's cost and expense, Tenant's office furniture, business equipment and trade fixtures, and if there shall result in any damage to the Leased Premises by the removal thereof, Tenant shall promptly restore and repair any such damage. Should Tenant fail to so remove Tenant's office furniture, business equipment or trade fixtures, then Landlord may, at its option, do so, and collect the cost thereof and any damage repair for the removal thereof from Tenant, upon demand.
- B. **Environmental Compliance.** Tenant shall comply with, and cause the Leased Premises to be maintained, used and operated in accordance with any and all Environmental Laws. Tenant hereby represents and warrants that: 1) no Hazardous Substance shall be generated or disposed of, in, on or under the Leased Premises at any time; and 2) any Hazardous Substance used or stored on the Leased Premises will be used or stored in compliance with Environmental Law. The representations, covenants, warranties and indemnifications contained in this Section shall survive the expiration or termination of this Lease.

**[Section 13 is intentionally missing]**

14. **POSSESSION.** The Tenant's taking possession of the Leased Premises shall be conclusive evidence that said Leased Premises was in good and satisfactory condition when possession of same was taken and that Tenant hereby accepts, and agrees to lease, the Leased Premises in its current "as is" condition.
15. **LEASE ASSIGNMENT OR SUBLETTING.** Tenant shall not have the right to assign, sell, encumber, pledge, sublease or otherwise transfer all or any part of Tenant's leasehold estate herein by operation of law or otherwise (any of the preceding which constitute a "Transfer"), or permit the Leased Premises to be occupied by anyone other than the Tenant or its employees, or to sublet the Leased Premises or any portion thereof without the prior written consent of Landlord, such consent by Landlord which shall not be unreasonably withheld or delayed. If Tenant desires at any time during the term of this Lease to Transfer its interest, or any portion thereof, it shall first notify Landlord of its desire to do so and shall submit to the Landlord in writing the name and address of the proposed assignee, the nature of the proposed assignee's work or business to be conducted at the Leased Premises, the proposed sublease, assignment, and other Transfer documentation. Tenant agrees to reimburse Landlord for all legal fees and other expenses associated with any proposed Transfer.



16. **TENANT'S INSURANCE.** Tenant shall obtain, at Tenant's sole expense, and keep in force at all times during the Lease Term, the following minimum insurance coverages and policies with the following prescribed terms:
- A. Commercial General Liability Insurance with a combined single limit of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) annual aggregate, applicable to bodily injury and property damage, including pollution liability.
  - B. Property insurance covering Tenant's fixtures, furniture, equipment, inventory and other personal property, and all alterations and improvements done and performed by Tenant, for one hundred percent (100%) of the full replacement value thereof.
  - C. Worker's compensation insurance in no less than the minimum statutory amounts.
  - D. Landlord shall be designated as an additional named insured under the policies required by Landlord, except with respect to (b) and (c) above.
  - E. As respects all insurance policies applicable to this Lease, Tenant shall, prior to the commencement of this Lease and upon the annual anniversaries, furnish to Landlord copies of certificates of insurance evidencing the maintenance of all coverages required and the payment of premiums.
  - F. All policies of insurance shall require that Landlord and Tenant be given thirty (30) days prior written notice of any modification, termination and/or cancellation of coverages.
17. **LANDLORD'S INSURANCE.** Landlord shall maintain, during the Lease Term: (i) insurance against all direct physical loss insuring the improvements and betterments on the Leased Premises and the Building(s) (but specifically excluding those items required to be insured by Tenant hereunder) in an amount equal to one hundred percent (100%) of the actual replacement cost, without deduction for physical depreciation, as may be adjusted to account for increase replacement costs from time to time; and (ii) commercial general liability insurance with not less than a combined single limit of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) annual aggregate, applicable to bodily injury and property damage. Landlord may additionally obtain and maintain during the Lease Term such other insurance coverages and/or such amounts as Landlord may from time to time deem reasonably necessary to protect the interests of Landlord, including, without limitation, rental income insurance. The cost and expense of Landlord's insurance as provided herein shall be a component of Property Operating Expenses under this Lease.
18. **INDEMNIFICATION.**
- A. Tenant agrees to indemnify, defend and hold Landlord harmless from any and all loss, damages, liabilities, costs and expenses, including attorneys' fees and court costs, arising from any use of the Leased Premises by Tenant, Tenant's agents, employees, contractors and invitees, or from any act or omission of Tenant, including, without limitation, any failure of Tenant to perform its obligations under the Lease, or by reason of the negligence or misconduct of Tenant, its agents, employees, contractors and invitees or arising out of any violation by Tenant, its agents, employees, contractors and invitees, of any environmental or other law, rule, regulation, code or the like now existing or hereafter enacted. All indemnities of any kind or character provided in this Lease shall survive the expiration or termination thereof, and are further not limited to or by the amount of insurance carried or required to be carried by Tenant hereunder.
  - B. Landlord agrees to indemnify, defend and hold Tenant harmless from any and all loss, damages, liabilities, costs and expenses, including attorneys' fees and court costs, arising from the negligence or willful misconduct of Landlord, its agents, employees and contractors.
  - C. Notwithstanding anything contained herein to the contrary, Tenant agrees that Landlord shall have no personal liability with respect to any of the provisions of this Lease and Tenant shall look solely to the estate and property of Landlord in the Leased Premises for the satisfaction of Tenant's remedies, including, without limitation, the collection of any judgment or the enforcement of any other judicial process requiring the payment of expenditure of money by Landlord; subject, however, to the prior rights of any holder of any mortgage covering all or part of the Leased Premises. No other assets of Landlord shall be subject to levy, judgment, execution or enforcement of any other judicial process requiring any payment or expenditure of money by Landlord for the satisfaction of Tenant's claim.

19. **WAIVER OF CLAIMS.** To the extent permitted by law, Landlord shall not be liable for, and Tenant releases Landlord from and Tenant waives all claims for, damages to persons or property sustained by Tenant or Tenant's agents, contractors, employees, invitees or any occupant of the Leased Premises, resulting from any accident or incident in or about the Leased Premises, or resulting directly or indirectly from any act or neglect of Landlord or of Tenant, its agents, contractors, employees and invitees, and Landlord, unless resulting from the negligence or willful misconduct of Landlord, or the willful failure of Landlord to discharge its duties under this Lease. If any damage to the Leased Premises results from any negligence or willful misconduct of Tenant, Landlord may, at Landlord's option, repair such damage and Tenant shall, upon demand by Landlord, reimburse Landlord for the cost of such repairs and all damages and losses caused thereby. Tenant hereby releases Landlord from any and all claims and demands for damages, loss, expenses or injury to the Leased Premises, or to the other property of Tenant in, about or upon the Leased Premises, as the case may be, which may be caused by or result from perils, events or happenings which are the subject of insurance carried by Tenant, or required to be carried by Tenant hereunder, at the time of any such loss. All property of any kind belonging to Tenant that is in the Leased Premises shall be there at the sole risk of Tenant, and, except to the extent otherwise specifically provided herein, Landlord shall not be liable for damage thereto or theft or misappropriation thereof unless due to the negligence or willful misconduct of Landlord. Under no circumstances shall Landlord be responsible for damages or any failure to furnish or delay or interruption in furnishing any service of any nature to be provided by Lessor. Tenant further agrees and acknowledges that Landlord shall have no obligation to provide, with respect to Tenant's property or to persons, including Tenant's agents, employees, contractors and invitees, any particular security, fencing, special lighting or the like concerning the Leased Premises, and Tenant releases and waives any claims against Landlord therefor.
20. **WAIVER OF SUBROGATION.** Notwithstanding any waiver or indemnification or any other provision to the contrary contained herein, Landlord and Tenant each hereby waives on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights and recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that such party may incur with result to any event, act or omission by reason of any cause or causes which are covered by insurance or are required to be covered by insurance under the terms hereof by such party. Landlord and Tenant shall from time to time provide to the other party effective waivers of subrogation by such insurers of or for the benefit of the other in a form satisfactory to the requesting party.
21. **QUIET ENJOYMENT.** Landlord covenants that during the Lease Term and for so long as Tenant (i) shall make timely payment of Rent due hereunder and (ii) shall perform all covenants on its part to be performed, Tenant shall and may peacefully and quietly have, hold and enjoy the Leased Premises.
22. **CASUALTY.** In the event a material portion of the Leased Premises is rendered unusable by Tenant or fifty percent (50%) or more of the Leased Premises or the Building is damaged by fire, explosion, wind storm or other casualty, or if a casualty occurs thereto such that any holder of a mortgage or deed of trust shall require the application of insurance proceeds to its indebtedness secured by such mortgage or deed of trust, then, at the option of either Landlord or Tenant, this Lease shall terminate as of the dates such destruction or damage occurred. In the event the Leased Premises, Building(s) and improvements upon the Property shall be damaged as aforesaid but this Lease is not otherwise terminated as herein provided, then this Lease shall remain in effect, and Landlord shall promptly restore the Leased Premises and the Building. While such damage is being repaired, Tenant shall be entitled to an equitable abatement of Rent to the extent such damage and the making of repairs interferes with the Tenant's use of the Leased Premises.
23. **CONDEMNATION.** If any part of the Leased Premises shall be legally taken by the exercise of the power of eminent domain and the remainder is susceptible to occupation by Tenant for the purposes herein provided, without adversely affecting Tenant's business operations, the Lease shall, as to the parts so taken, terminate as of the date title shall vest in the condemner, and the Rent payable hereunder shall be adjusted so that Tenant shall be required to pay for the remainder of the Lease Term only such portion of such Rent as the value of the part remaining after condemnation bears to the value of the entire Leased Premises immediately prior to condemnation. Further, if all of the Leased Premises or any part thereof be taken or condemned so that there

does not remain a portion susceptible to occupation hereunder, this Lease shall thereupon terminate. If all or part of the Leased Premises shall be taken or condemned, all compensation awarded upon such condemnation or taking shall be paid to Landlord and Tenant shall have no claim thereto, and Tenant hereby irrevocably assigns and transfers to Landlord any right to compensation or damages to which Tenant may have become entitled during the Lease Term hereof by reason of the condemnation of all or part of the Leased Premises, other than as specified herein.

24. **SUBORDINATION.** Tenant covenants that this Lease is and at all times shall be subject to and subordinate to the lien of any mortgage or deed of trust now existing or which Landlord shall make covering the Leased Premises or the Property, and to any and all advances made or to be made by a lender under or upon such mortgage, deed of trust or other security instrument (collectively, "security instrument") and the lender's interest earned thereon. If requested by the holder of any security instrument, Tenant shall execute and deliver to such holder a non-disturbance and attornment agreement within ten (10) days of Tenant's receipt thereof and pursuant to the notice provisions contained herein. If a successor landlord under a sale or the holder of a security instrument shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, sublease, deed or otherwise, then Tenant, upon the request of such successor landlord, shall attorn to and recognize such successor landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that such successor landlord may request to further evidence such attornment, provided that the holder of such security instrument agrees to recognize Tenant's rights under this Lease, and so long as Tenant is not in default of any of the terms contained herein.
25. **ATTORNMENT.** If a successor-landlord shall succeed to the rights of the Landlord under this Lease, whether through purchase, foreclosure action, delivery of a new lease or deed or otherwise, then Tenant, upon the request of such successor-landlord, shall attorn to and recognize such successor-landlord as Tenant's Landlord under this Lease and shall promptly execute and deliver any instrument such successor-landlord may request to further evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as if it were a direct Lease between the successor-landlord and Tenant, upon all of the terms, conditions, and covenants as set forth herein.
26. **ESTOPPEL CERTIFICATES.** Tenant shall at any time and from time to time upon not less than seven (7) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord an estoppel certificate in writing: (i) certifying that this Lease is unmodified and is in full force and effect (or, if modified, stating the nature of such modifications and certifying that this Lease as so modified, is in full force and effect) and the dates to which Rent and other charges are paid in advance, if any; (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder or specifying such default if any are claimed; and (iii) certifying to any other matters pertaining to this Lease as requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, lender and Landlord. At the Landlord's option, the Tenant's failure to deliver such written instrument within the allotted time period shall constitute a material breach of this Lease or shall be conclusive upon the Tenant that: 1) this Lease is in full force and effect, without modification except as may be represented by Landlord; 2) there are no uncured defaults pertaining to Landlord's performance of this Lease; and 3) that the Tenant has not paid in advance more than one (1) month's Base Rent.
27. **HOLDING OVER.** Should Tenant, or any of its successors-in- interest, hold over the Leased Premises, or any part thereof, after the expiration of the Lease Term, unless otherwise agreed to in writing by Landlord, such holding over shall constitute and be construed as tenancy from month-to-month only, at a Base Rent equal to one hundred fifty percent (150%) of the monthly Base Rent paid during the last month of the Lease Term prior to the holdover.
28. **SEVERABILITY CLAUSE.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the Lease Term, it is the intention of Landlord and Tenant that the remainder of this Lease shall not be affected thereby. The caption of each paragraph hereof is added as matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

29. **SURRENDER OF POSSESSION.** The Tenant agrees to deliver, upon the surrender to the Landlord, possession of the Leased Premises, along with all keys thereto, at the expiration or termination of this Lease, by lapse of time or otherwise, in as good repair as when the Tenant obtained the same at the commencement of said term, normal wear and tear excepted, and except damage by the elements (occurring without the fault of the Tenant or other persons permitted by the Tenant to occupy or enter the Leased Premises or any part thereof), or by act of God, or by insurrection, riot, invasion, or of military or usurped power.
30. **REMOVAL OF TENANT'S PROPERTY.** If the Tenant shall fail to remove all effects from said Leased Premises or Property upon the abandonment thereof, or upon the expiration or termination of this Lease for any cause whatsoever, the Landlord, at its option, may remove the same in any manner that it shall choose, and store the said effects without liability to the Tenant for loss thereof. Tenant agrees to pay Landlord on demand for any and all expenses incurred in such removal, including court costs, attorney's fees, and storage charges on such effects. If Landlord is forced to sell any of the same at public or private sale to collect any amounts due under this Lease from Tenant, or simply to dispose of Tenant's effects, the Landlord agrees to render any surplus to Tenant after deducting all costs and expenses associated with such sale.
31. **CONSENT NOT TO BE UNREASONABLY WITHHELD.** Unless otherwise provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent shall not be unreasonably withheld or delayed. Tenant's sole remedy, if Landlord unreasonably withholds or delays consent or approval, shall be an action for specific performance and the Landlord shall not be liable for damages.
32. **Reserved.**
33. **CONFIDENTIAL INFORMATION.** Landlord acknowledges that it may have access to certain confidential information of Tenant, including Tenant Financial Statements, and non-public information regarding Tenant's business, facilities, operations, plans, customers, proprietary software, technology and products (hereinafter collectively called "Confidential Information"). Landlord agrees that it will not use in any way, for its own account or for the account of any third party, except as expressly permitted by this Lease, nor disclose to any third party (except to its attorneys, accountants, financial advisors, prospective lenders or mortgagees, and prospective purchasers of the Premises as reasonably necessary or advisable, or as may be required by law, and subject to the confidentiality provisions hereof), any Confidential Information and will take reasonable precautions to protect the confidentiality of such information.
34. **IMPLIED ACCEPTANCES / SURRENDER OF LEASED PREMISES.**
- A. No action taken by Landlord or any agent or representative of Landlord during the Lease Term shall be deemed either an acceptance or a denial, and no agreement to accept or deny shall be valid unless such agreement is in writing and is executed by Landlord or its designated representative.
- B. The delivery of keys to the Landlord or to any agent or representative of Landlord shall not operate as a termination of this Lease or a surrender of the Leased Premises. No partial payment of Rent by Tenant shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept any such payment of Rent without prejudice to Landlord's right to recover the balance of any Rent due or pursue any other remedy available to Landlord.
35. **ROOF ACCESS RIGHTS.** The Tenant shall not have access rights to the roof of the Building without the Landlord's prior written approval. If Landlord grants Tenant permission to access the roof, Tenant shall only have the right to access and to use only that portion of the roof that is situated directly above the Leased Premises. If Tenant's use causes any damage to the roof of the Building or to the Property, or is the cause of any subsequent damage to the Building, the Leased Premises or the Property, Tenant shall be liable for the cost of all repairs necessary to correct any such damage, and any such liability shall survive the expiration or termination of the Lease. Tenant hereby agrees to abide by all local zoning laws, ordinances, statutes, rules, regulations, orders and all applicable state and federal laws and statutes.

36. **SUCCESSORS.** The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties, hereto and upon their respective successors in interest and legal representatives except as otherwise herein expressly provided.
37. **GENDER.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
38. **AUTHORITY.** Each person executing this Lease on behalf of Landlord and Tenant represents to the other party that he or she has the requisite power and authority to execute this Lease on behalf of such party, and that the same constitutes a binding and enforceable agreement upon such party.
39. **GOVERNING LAW.** This Lease and any interpretations or constructions thereof shall be governed by and enforced in accordance with the State of Kansas without regard to its conflict of laws and rules. The parties hereby irrevocably consent and agree that any legal action, suit or proceeding arising out of or in any way in connection with this Lease may be instituted or brought in the District Court of Johnson County, state of Kansas. Upon execution and delivery of this Lease, the parties hereby irrevocably and unconditionally accept and submit to the exclusive jurisdiction of such court, and to all proceedings in such court. Nothing in this Lease shall affect Landlord's right to serve process in any other manner permitted by law or limit the right of Landlord to bring actions, suits or proceedings in the courts of any other jurisdiction.
40. **WAIVER.** The waiver by either Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure by Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.
41. **CAPTIONS.** The captions used in this Lease are for convenience only and are not part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.
42. **NOTICES.** Any notice or other communication required or permitted hereunder shall be in writing and the same shall be deemed given upon delivery thereof in person, or on the day after such notice is deposited with an overnight delivery service such as FedEx, UPS, etc., or the date after such notice is deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or immediately when sent by confirmed facsimile or email transmission and/or addressed as follows:

**Landlord's Mailing Address:**

Builder's Stone & Masonry Inc.  
Attention: Brandon Becker, President  
616 N Rogers Rd  
Olathe, KS 66062  
Office:  
Email:

**Tenant's Mailing Address:**

City of Olathe  
Attention: Judy Leighton  
P.O. Box 768  
Olathe, KS 660510768  
Office: 913-971-5183  
Email: JLeighton@olatheks.org

**Tenant's Physical Address:**

City of Olathe  
Attention: Rusty Hunsaker  
301 Rogers Road  
Olathe, KS  
Office: 913-971-5167  
Email: RHunsaker@olatheks.org

From time to time, either party may designate another address for all purposes hereof by giving the other party not less than five (5) days advance written notice of the change of address in accordance with the provisions hereof. The parties hereto shall not refuse to accept delivery of said Notices; however, in the event either party fails or refuses to accept the delivery of a notice as set forth herein, such refusal shall not in any manner invalidate the notice.

43. **AMENDMENT, ADDENDUM, MODIFICATION.** Any Amendments, Addenda, Exhibits, and Modifications (collectively, "Addenda") which are attached hereto shall be binding upon Landlord and Tenant. If any provision of said Addenda shall conflict in any manner with other provisions of this Lease, the provisions contained in the Addenda shall prevail. Landlord and Tenant hereby acknowledge and agree that Exhibit A (Lease Guaranty) is attached hereto and made a part of this Lease.
44. **DRAFTING.** This Lease shall not be construed as being prepared by one party to the exclusion of the other party.
45. **LEASE MEMORANDUM / RECORDATION.** At Landlord's sole option, Landlord and Tenant shall execute a Lease Memorandum. Said Memorandum shall be in recordable form and contain those Lease provisions as reasonably specified by Landlord. Said Memorandum may be recorded solely at Landlord's option and expense.
46. **TERMS CONFIDENTIAL.** All terms, covenants, conditions and other provisions of this Lease shall remain strictly confidential by Tenant and shall not be disclosed by Tenant to any third party (other than the brokers or advisors representing the Tenant in the Lease negotiations) unless disclosure of such information is required by any law, rule, statute, ordinance or pursuant to any order of a court of competent jurisdiction.
47. **BROKER(S).** Landlord and Tenant represent and warrant that each have not dealt with any real estate broker, finder or other person with respect to this Lease other than NAI Heartland. Both parties shall indemnify and hold the other harmless from any and all damages resulting from claims that may be asserted by any other broker, finder or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by the other party in the future), claiming to have dealt with the other party in connection with this Lease or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. Tenant hereby acknowledges that the Listing Broker is acting as agent of the Landlord and is not representing Tenant in this lease transaction.
48. **COUNTERPARTS.** This Lease may be executed in multiple counterparts, including facsimile and various other electronic counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Lease by facsimile or email shall be equally as effective as delivery of an original executed counterpart of this Lease. Any party delivering an executed counterpart of this Lease by facsimile or email shall also agree to deliver an original counterpart of this Lease, but the failure to deliver such original executed counterpart shall not affect the validity, enforceability and binding effect of this Lease.
49. **SUCCESSORS AND ASSIGNS.** The covenants and agreements contained in this Lease shall be binding upon the parties hereto and their respective successors and permitted assigns.
50. **TIME.** Time is of the essence with respect to this Lease.
51. **ENTIRE AGREEMENT.** This Lease embodies the entire agreement between Landlord and Tenant with respect to the leasing and use of the Leased Premises. There are no representations, terms, conditions, covenants or agreements between the parties relating thereto which are not mentioned or contained herein. This Lease shall completely and fully supersede all other prior agreements, both oral and written, between the parties pertaining to the Leased Premises. No party to any such prior agreement hereafter will have any rights thereunder, and shall look solely to this Lease for definition and determination of their respective rights, liabilities and responsibilities relating to the matters set forth herein.

52. **CONDITION OF LEASED PREMISES.** Except for Landlord's Work, as defined below, Tenant hereby accepts the Leased Premises in its current "as is" condition. Landlord makes no representation or warranty of any kind with respect to the Leased Premises, including the habitability or fitness or suitability of the Leased Premises for any particular purpose. Tenant acknowledges it has been given the opportunity to inspect the Leased Premises and to have qualified experts inspect the Leased Premises prior to Tenant's execution of this Lease. Landlord shall complete the following work prior to Tenant occupancy and in the general location as shown in Exhibit B, Tenant Space Layout:

- Landlord to install a single-stall basic restroom.
- 1 gas unit heater
- 6 T-5 light ballasts positioned equally through unit as shown
- Demising walls on both sides – these can be left unpainted if desired
- Normal power service (200-amp 3-phase 110/208V)
- Prefer both loading doors to have the rails go up and out of the way vs. curving into the space (this is standard)
- Electric openers on overhead doors.
- Normal edge-of-dock equipment on dock.
- Install security film-tint on inside of all glass (let light in but keep people from seeing in)

**IN WITNESS WHEREOF**, this Lease shall be of full force and effect as of the Effective Date.

**LANDLORD:** **BUILDER'S STONE & MASONRY INC.**  
**a Kansas corporation**

\_\_\_\_\_  
Brandon Becker  
Authorized Signatory

**TENANT:** **The City of Olathe, Kansas**  
**a Kansas municipal corporation**

\_\_\_\_\_  
Name  
Authorized Signatory

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lindenwood Business Park, Lot 2

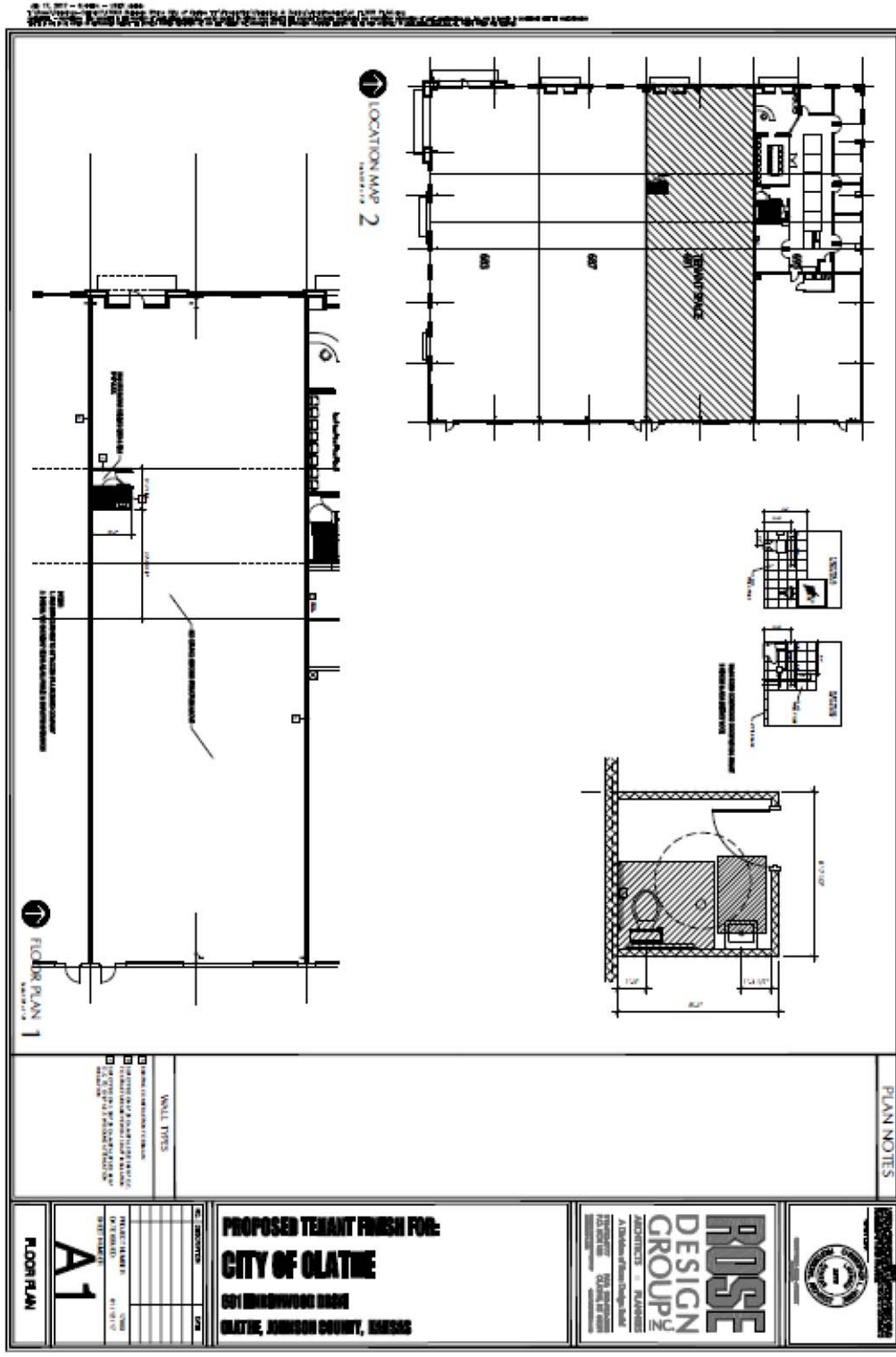
Property Tax Parcel Number: DP40770000 0002

Commonly known as 665-695 N Lindenwood Dr, Olathe, KS



EXHIBIT B

TENANT SPACE LAYOUT



## COUNCIL AGENDA ITEM

CA- M

**Department:** Public Works

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Mary Jaeger / Celia Duran

**Subject:** Consideration of Supplemental Agreement No. 1 with HDR, Engineering Inc. (HDR) for design of the K-7 Highway, Santa Fe Street to Old 56 Highway Project, PN 3-C-024-16.

**Focus/Perspective Area:** Transportation

**Executive Summary:** This project will include turn lanes and medians at appropriate locations along K-7 between Santa Fe and Old 56 Highway. The project will also include replacement of existing traffic signals and streetlights along K-7. The purpose of this project is to add capacity to K-7 and control access along the corridor.

The original agreement with HDR for this project was approved by City Council on August 2, 2016 and included a capacity and access evaluation to determine exact needs for the corridor. Along with this evaluation, preliminary engineering was also completed to determine a final scope for the proposed improvements.

This Supplemental Agreement allows for field check, final design, specifications, utility relocation coordination, easement documents, specifications, bidding and any necessary construction services for the project. The total fee for the additional professional services provided with Supplemental Agreement No. 1 is \$480,250, which raises the total fee for all services provided under the Agreement from \$122,000 to \$602,250.

The final design and land acquisition of this project are scheduled to begin in March 2017 with utility relocations to follow in the Fall/Winter of the same year. Construction of this project is tentatively scheduled to begin in Summer 2018.

**Fiscal Impact:** Funding for the K-7 Highway, Santa Fe to Old 56 Highway, Project as approved in the 2016 Capital Improvement Plan, includes:

Federal STP Funds	\$2,000,000
<u>GO Bonds</u>	<u>\$3,669,000</u>
<b>Total</b>	<b>\$5,669,000</b>

**Recommendations/Options/Action Requested:** Approval of Supplemental Agreement No. 1 with HDR, Engineering Inc. (HDR) for design of the K-7 Highway, Santa Fe Street to Old 56 Highway Project, PN 3-C-024-16.

**Attachments:** A: Supplemental Agreement No. 1  
B: Project Fact Sheet  
C: Project Location Map

**SUPPLEMENTAL AGREEMENT NO. 1  
FOR PROFESSIONAL SERVICES  
City of Olathe, Kansas**

This Supplemental Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Olathe, hereinafter referred to as the "City", and HDR Engineering, Inc., hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and Consultant have previously entered into an Agreement, dated August 2, 2016 ("the Agreement"), for Design Services for the K-7 Highway, Santa Fe to Old 56 Highway Improvements Project; PN 3-C-024-16 hereinafter referred to as the "Project"; and

WHEREAS, SECTION II.B.2 of the Agreement provides that Consultant will provide, with City's concurrence, services in addition to those listed in the PROFESSIONAL SERVICES AGREEMENT, when such services are requested or authorized in writing by the City.

WHEREAS, this Supplemental Agreement No. 1 between the parties heretofore is to provide Additional Engineering Services for the Project as outlined in **Exhibit A** of this Supplemental Agreement No. 1, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 1 to pay the Consultant for additional services rendered to the City related to the Project; and

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

NOW THEREFORE, the parties hereby agree as follows:

- A. The SERVICES in Exhibit B of the Agreement is hereby amended as follows: See Exhibit A.
- B. The total fee for the aforementioned additional professional services provided pursuant to this Supplemental Agreement No. 1 is \$480,250.00, which raises the total fee for all services provided under the Agreement from \$122,000.00 to \$602,250.00.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 1, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 1.

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

**CITY OF OLATHE, KANSAS**

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

ATTEST:

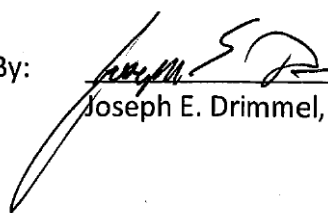
\_\_\_\_\_  
City Clerk

(Seal)

APPROVED AS TO FORM:

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

\_\_\_\_\_  
**HDR Engineering, Inc.**

By:  \_\_\_\_\_  
Joseph E. Drimmel, Vice President

## EXHIBIT A

### Description of Project & Map

The project includes preliminary and final design, bidding and construction phase services along with project administration duties as outlined in Exhibit B, Scope of Services, for the roadway improvements to K-7 (Parker Street) from south of Santa Fe Street to Old 56 Highway as generally identified in the previously contracted concept phase. Roadway improvements will generally consist of widening the existing street 7 to 12 feet to provide dedicated left-turn lanes or medians and an additional 11-feet where right-turn lanes are added. The existing roadway will be milled and overlaid. The specific improvements identified in the concept phase for adding dedicated left-turn lanes, right-turn lanes, medians and consideration for access management is shown in figure below. The K-7 roadway section will generally include four eleven-foot lanes, eleven-foot turn lanes or eleven-foot median, City standard curb (and gutter). Sidewalks will be 5-foot minimum width on both sides with 4' min. / 5' preferred green space or 6-foot minimum (7-foot preferred) width if sidewalk abuts the back of curb.



## **EXHIBIT A**

### **Scope of Services**

This scope of services is intended to take the preferred roadway section, geometric layout, lane configuration and intersection controls as identified in the concept phase as represented in Exhibit A and prepare preliminary design plans, right-of-way documents, final construction plans and specifications, bidding and construction phase support as described in more detail herein. These services will also include the design of replacement traffic signals at Loula St., Elm St., Virginia Ln. and Dennis Ave. intersections, fiber interconnect plans and street lighting design and plans through the project length.

This project will utilize the existing pavement, curbs, sidewalks and storm sewers as much as possible with pavement widening and mill and overlay of the existing street; assumes existing curb, sidewalk and storm sewers outside of the necessary replacement limits will be examined in the field and repair locations / limits identified and included in these improvements. Complete pavement and storm sewer replacement is beyond the scope and budget of this project.

Plans shall be formatted according to the City of Olathe Project Procedures Manual. Plans shall be in ENGLISH units.

### **General Design Requirements**

The consultant shall design the Project in conformity with the state and federal design criteria appropriate for the Project in accordance with the versions (effective as of July 15, 2016) of the following: KDOT Design Manual, KDOT Bureau of Design's road memorandums; Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Kansas Secretary of Transportation; the City's Project Procedures Manual; and the Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto. City specific requirements shall govern over other publications if conflicts exist.

### **Task I General, Surveying, Geotechnical**

#### **1.01 General.**

- A. General project and contract management time. Assumes 2 PM hours per week and 4 admin hours per month for the assumed 12 month design phase. Assumes 2 PM hours and 2 admin hours per month for the assumed 18 month construction phase with project completion anticipated on or before October 2019.
- B. HDR will develop a final design criteria for the project and prepare the design memorandum.
- C. HDR will develop detailed design schedule including key milestone dates.

#### **1.02 Survey.**

- A. If needed, HDR will conduct pick-up surveys for the following:
  - 1. Areas beyond our previous estimated survey limits.
  - 2. Re-survey areas within the project limits that change (due to development, utilities, etc.). Assumes no more than 500' or two locations, whichever is less, of project frontage will be re-surveyed
  - 3. Locate soil borings and pavement cores taken within project limits.
  - 4. Download and process pick-up surveys and incorporate into project mapping and existing surface.

5. Stake 30-foot offset project baseline along north side of K-7/Parker every 50 feet as may be required by utilities to plan their relocation work. Using offset baseline to minimize need for survey team or utilities to be within traffic area. Assumes initial staking and up to one re-staking for damaged or missing stakes as requested by utilities and approved by City.
- B. Update existing property information which is based on JoCo AiMS GIS information with O&E reports.
  1. Obtain ownership and encumbrance (O&E) reports for up to 30 tracts.

**1.03. Geotechnical.**

- A. HDR will contract with a City approved geotechnical firm for shallow soil borings/sampling, pavement coring and a basic report logging the samples obtained. This assumes obtaining up to 25 total cores and shallow soil samples within the project limits. This does not include a pavement evaluation or recommendations. If requested a pavement evaluation or pavement recommendations may be completed as an additional service.

**Task 2 Preliminary Design Phase**

**2.01. Prepare Field Check Plans.**

- A. Cover sheet. (1 sheet)
- B. Typical sections. (3 sheets)
  1. Pavement section (Assumes City standard)
- C. Survey reference sheet (1 sheet)
- D. Property lines and owner information.
- E. Storm Sewer replacement plans (4 sheets). The City has no identified storm drainage conveyance / flooding problems and does not believe the nominal additional roadway widening is significant enough to justify doing any hydrology or hydraulic analysis, identifying drainage areas, pavement spread, inlet spacing calculations, hydraulic grade calculations, etc. so these items are excluded from our services.
  1. Replacement of inlets and storm sewer pipes in the Elm Street intersection previously identified for replacement with a prior street preservation project but not completed due to utility conflicts.
  2. Replace curb inlets in conflict with the proposed improvements in kind and tie to existing storm sewer infrastructure.
  3. Replace old inlets on the east side of K-7 / Parker between Dennis Avenue and Wabash Street as a bid add-alternative.
- F. Roadway Plan sheets (~12 sheets). It is assumed the existing street profile will be maintained therefore no street profile will be developed. Plan scale to be 1"=20 ft.
- G. Turn lane geometric layout including storage length as identified in the amended traffic analysis memo Figure 4 and use 150' reverse curves for turn lane "tapers".
- H. Curb and Entrance Profiles (~12 sheets). Assumes curb profiles will be developed for widening areas only. Assumes fourteen (14) driveways and entrances.



- I. Preliminary traffic control for construction plan sheets (~5 sheets). Assumes maintaining one-lane of traffic in each direction during "non-peak hours" with two-lanes of traffic in each direction during "peak hours". Does not assume any traffic cross-overs are needed.
- J. Preliminary street lighting plans using City standard LED cobra head fixture with black poles. Does not include details or quantities at this stage. (5 sheets)
  - 1. Light pole and underground layout shown in plans.
    - a. Includes development of combined median and outside layout option and outside only layout option for consideration.
    - b. Outside layout shall include consideration for traffic signals and overhead electric and telecom lines.
  - 2. Lighting level analysis.
- K. Preliminary traffic signal design and plans. (8 sheets) Design assumes new black signal poles, black mast arms, heads, controller, illuminated street name signs and underground. Includes placement of signal pushbuttons are in conformance with ADA requirements and verification of electrical service points and loads with Westar. Assumes current source and meter location is adequate
  - 1. Loula Street and K-7 / Parker Street
  - 2. Elm Street and K-7 / Parker Street
  - 3. Virginia Lane and K-7 / Parker Street
  - 4. 3/4 signal replacement, new controller and underground at Dennis Avenue and K-7 / Parker Street (utilize new signal in SE corner / QuikTrip)
- L. Fiber optic signal interconnect plans; assumed to show proposed disposition from Santa Fe Street to Old 56. (5 sheets)
- M. Preliminary pavement marking plans. Assumed from just north of Old 56 to just south of Loula Street. Assumes no on-street bike lanes. (5 sheets)
- N. Develop roadway "model" and establish preliminary construction grading limits.
- O. Cross sections every 25 feet excluding intersections; does not include full-width cross sections, assumes in widening areas only. (~25 sheets)
- P. Identify locations and limits for integral sidewalk retaining (ISR) walls up to 3-foot maximum height as needed to manage cut limits for the project. Up to three ISR walls are included in the Basic Scope.
- Q. Erosion & Sediment Control Memo (identify how construction sequencing will impact E & S controls).
- R. Median landscaping plan. (~4 sheets)
  - 1. Assumes hardy low profile plants, ground cover and/or turf grass that will not obstruct intersection sight distance. HDR will prepare sight triangles and maximum height for all median areas. Assumes median irrigation.
  - 2. Show replacement of existing brick paver median between Santa Fe Street and Loula Street as a bid add-alternate.
- S. Quality Assurance Review.
- T. Develop preliminary quantities and unit costs.

- 2.02** Submit field check plans and opinion of probable construction cost to the City in PDF format. The preliminary opinion of probable project costs should be itemized by unit of work and include right-of-way costs and contingency. Prepare and submit request for design exception, if necessary.
- 2.03** Send PDF of Field Check plans to utility companies for their use in identifying conflicts and preparing relocation plans
- 2.04** Meet with utility companies to discuss project and begin active coordination for relocations (Assumes up to four meetings – Atmos, KCPL, Westar, AT&T, Google Fiber, Comcast)
- A. Where critical utility crossing clearance information is needed, HDR will identify locations and coordinate obtaining pothole information to be provided by utilities or City contracted provider (not included in this contract). Assumes potholes will be obtained at one time and depth information will be logged and provided to HDR. Includes one trip for two-man survey crew up to 4 hours for pick-up survey of pothole locations including travel time.
- 2.05** Meet with City as necessary in connection with Field Check Plans; assumes up to four meetings.
- 2.06** Office Field Check meeting to be performed with the City to review the Field Check plans
- 2.07** Field Check to review site conditions will be conducted with the City. Includes combined walk-through with City Street-Preservation staff to identify existing pavement, curb, inlets and sidewalk outside the established removal limits that needs to be replaced due to condition. Assumes HDR PM and EIT for up to 6 hours each.
- 2.08** Address Field Check comments and add additional information from site visit
- 2.09** Right-of-way and easements. Shall be in accordance with "Exhibit D, Land Acquisition Checklist for Consultant Projects"
- A. Show proposed right-of-way and easement limits on roll drawing for City consideration.
- B. Describe right-of-way and easements per agreed upon limits in 2.09. A.
1. Verify and furnish Ownership and Encumbrance (O&E) reports with the required tract information (see Exhibit D).
  2. Prepare and furnish legal descriptions (sealed by Kansas RLS) for up to 30 tracts
  3. Prepare and furnish Tract Maps for up to 30 tracts
  4. Revise legal descriptions and tract maps per comments or as required due to project or ownership changes. (Assume up to 5 tracts).
- C. HDR shall stake in the field the location of rights-of-way and/or easements prior to acquisition and construction as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations. (Assume up to 6 tracts [20%] will be staked.)
- 2.10** Public Information:
- A. Prepare presentation boards for and attend up to two public information meetings to explain the project to property owners and key stakeholders, and to receive public comments at a time and place arranged for by the City. The meetings will be prior to right of way and easement acquisition (City's appraiser will attend) and after bids are awarded prior to construction start.

- B. The Consulting Engineer will be available to meet with City staff and concerned property owners or stakeholders as directed by the City to discuss the project at any time throughout the project. Assumes up to ten meetings.

## **2.11 Permitting.**

- A. Prepare the necessary plans and applications for permit submission to and approval of City land disturbance and NPDES land disturbance permits. Assumes preparing letter to US Army Corps of Engineers to confirm finding of no "Water of the US" or "wetlands" will be impacted by this project; therefore, no USACE 404 permit, Kansas Department of Agriculture Obstruction in Streams or City Flood Plain permits are included. No other permit activities are anticipated to be required under this Basic Scope of Services.

## **Task 3 - Final Design Phase**

### **3.01 Prepare detailed plans and specifications.**

- A. Update and finalize cover sheet. (1 sheet)
- B. Prepare general notes and sheet layout sheets. (2 sheets total)
- C. Update and finalize typical sections. (3 sheets)
- D. Update and finalize survey reference sheet. (1 sheet)
- E. Update and finalize existing right-of-way, property lines and owner information.
- F. Show proposed right-of-way and easement limits.
- G. Update and finalize storm sewer replacement plans (4 sheets).
  - 1. Plan notes, storm sewer profiles and details.
- H. Update and finalize Plan sheets; assumes no street profiles (12 sheets)
  - 1. Plan scale = 1"= 20-ft., north arrow and sheet name indicated.
- I. Prepare intersection details for eight (8) side streets and up to four (4) commercial entrances. Information includes pavement dimensions, stations and offsets indicated. Also includes curb return stations, elevations, curb type (wet/dry), drainage arrows. (~10 sheets)
- J. Update and finalize curb and entrance profiles. (~12 sheets)
- K. Finalize street lighting plans and details. (~17 sheets)
  - 1. Final pole locations.
  - 2. Wiring and circuit information including control center locations.
- L. Finalize traffic signal plans including all detail sheets (~25 sheets)
  - 1. Loula Street and K-7 / Parker Street
  - 2. Elm Street and K-7 / Parker Street
  - 3. Virginia Lane and K-7 / Parker Street
  - 4. 3/4 signal replacement, new controller and underground at Dennis Avenue and K-7 / Parker Street (utilize new signal in SE corner / QuikTrip)
- M. Update and finalize fiber optic interconnect plans. (~5 sheets)
- N. Update and finalize pavement marking and signing plans and details. (~12 sheets)

- O. Final cross sections at 25 feet excluding intersections. (~25 sheets)
- P. Finalize design and profiles for up to three ISR walls. (1 sheet)
- Q. Final traffic control and construction phasing plans. Assumes maintaining one-lane of traffic in each direction during "working hours" with two-lanes of traffic in each direction during "peak hours". Does not assume any traffic cross-overs are needed. (~9 sheets)
- R. Finalize median landscaping plans and details. (~4 sheets)
  - 1. Prepare median irrigation plans with sizing, meter location(s) / connection(s) shown. Includes irrigation details and technical specification.
- S. Show location of existing and proposed relocated utilities on plan sheets based on obtained information.
  - 1. Review each utility company's summary of conflicts and relocation plans
  - 2. Compile utility relocation information based on scalable plans provided by each utility into a single color coded utility base map.
  - 3. Survey critical utility relocations. Assumes excavation location(s) will be secured/covered until survey crew can make site visit or depth information will be logged and marked and provided to HDR for locations that require backfill before HDR survey crew can arrive. Includes two (2) trips for two-man survey crew up to four (4) hours each to survey points including travel time.
- T. Develop final erosion and sediment (E&S) control plans, details and estimated quantities meeting KDOT and NPDES requirements. Notes on plans shall include the intent of the erosion and sediment controls. Include pay items for each item to be used for E&S control. The E&S control plan shall include sequencing of the controls as may be needed to coordinate with construction phasing. (~12 sheets)
- U. Standard and special construction detail sheets. (~10 sheets)
- V. Summary of quantities and recapitulation of quantities sheets. (1 sheet)
- W. Prepare project specifications and special provisions
- X. Quality Assurance Review.
- 3.02** Schedule and attend utility coordination meetings as required. Assumes 4 meetings will be held during final design phase.
- 3.03** Prepare a detailed opinion of probable cost.
  - A. Include an appropriate contingency.
  - B. Estimate time required to complete construction. Does not include doing a detailed working day study but rather a comparison to other similar project durations and season timing.
- 3.04** Submit Office Check Plans in PDF format to City for review
  - A. Provide information as needed for City to prepare design summary document.
  - B. Provide plan modifications based on review comments received from City.
- 3.05** Submit P,S & E to City in PDF format.
- 3.06** Meet with City as necessary during preparation of detailed plans. Assumes up to 8 meetings.

#### **Task 4 Bidding Phase**

- 4.01.** Answer Contractor questions during the bid period and issue any necessary addenda.
- 4.02.** Assist City in analyzing bids and making recommendation for award of the construction contract.
- 4.03.** Prepare Contract Documents and print construction sets for Contractor and City.
- 4.04.** Attend a pre-construction conference with representatives of the City, the successful bidder and utilities.

#### **Task 5 Construction Phase**

- 5.01** Be available for discussion and consultation during the construction phase, but construction (LPA) services will be the responsibility of the City. Assumes 12 hours per month on average for 8 months.
- 5.02** Review shop drawings and be available for consultation with the City during construction. Assumes limited shop drawing review. City will review majority of submittals, including traffic signal, fiber optic, street lighting, pavement marking, paving materials and mix designs.
  - A. Includes precast inlets, manholes and other drainage structures.
- 5.03** Participate in final walk through inspection. Does not include meeting minutes or preparing "punch list".
- 5.04** Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic or erosion control plans.
- 5.05** Prepare final record drawings from City provided redlines that reflect:
  - A. All change orders
  - B. Minor design changes
  - C. Changes made in the field by City representatives and marked on the construction plan set.
  - D. Provide record drawings.
- 5.06** Attend construction progress meetings as directed by the City. (Assumes attendance at up to 10 meetings)

#### **Completion Time:**

The Consulting Engineer hereby agrees to complete Task 2, Field Check Plans by **April 21, 2017** and Right of Way Plans including easement and right-of-way descriptions and tract maps by **June 16, 2017**. Complete all work necessary to advertise for bids including preparation of Final Plans and Specifications (Task 3) by **December 29, 2017**. It is assumed that Task 5, Construction Phase will be completed by **March 30, 2019**. This schedule assumes timely reviews, input, and data-provided by City and KDOT staff.

**Assumptions:**

- Roadway widening will follow the existing street profile; therefore, a street vertical profile will not be developed
- Does not include any stormwater hydrology or hydraulic analysis. City has indicated that the existing storm sewer network performs adequately and does not need to be upgraded to current requirements for spread, HGL, etc. Where existing inlets and/or storm pipe are in conflict with the proposed improvements, they will be replaced in kind and connected to the existing adjacent storm sewer infrastructure.
- Does not include any subsurface drainage analysis or design (underdrains or drainable base).
- Does not include any post-construction BMPs.
- Does not include any relocation or replacement of existing irrigation system(s). Assumes property owner will be compensated for this type of impact as part of the property acquisition process. Scope includes design and plans for new median irrigation system.
- Does not include any separate fence relocation, replacement or installation plans; assumes any fence replacement will be same type and configuration as currently exists and will be shown on roadway plan sheets and reference fence detail and specification.
- Does not include any on-street bike lanes, sharrows or other accommodations.
- Assumes project will use City of Olathe standard details for pavement, curb, sidewalk, sidewalk ramps, storm inlets, storm pipe, erosion control,
- The City is responsible for appraisal and acquisition of permanent rights-of-way and easements, and temporary construction easements.
- Does not include detailed sidewalk ramp design with elevations. Assumes plan layout and City standard details are sufficient to meet ADA.
- Does not include any waterline relocation or modification design or plans.
- If required, sanitary sewer relocation/adjustment plans and/or septic system modifications will be done under a supplemental agreement.
- Subdivision monument relocation or replacement plans are NOT a part of the Basic Scope of services. It is assumed that if required subdivision monument relocation will be handled through the right of way acquisition process.
- Other items excluded from these services include, but are not limited to: pavement design, environmental impact statement, environmental contamination investigation or mitigation, wetlands investigation or mitigation, SWPPP, stormwater treatment BMPs, structural retaining walls, design of any structure, utility potholing, private utility relocation design or plans, property corner surveys, and lawn sprinkler location or relocation.
- Does not include a pavement evaluation or recommendations. If requested a pavement evaluation or pavement recommendations may be completed as an additional service.
- Does not include effort to develop access and entrance configuration alternatives for Joe's Market and Nursery and Conoco Fuel Express at the northeast and northwest corners of Elm Street intersection. City will handle discussing any alternatives with owners.

**K-7 / Parker Street  
(Santa Fe to Old 56 Hwy)**

**Fee Estimate**

Item of Work	Sr. Project Manager	Senior Engineer	Project Engineer	Engineer / Landscape Arch.	CADD / Survey Technician II	Surveyor	CADD / Survey Technician I / Admin.	Total
<b>Task 1. General, Surveying, Geotechnical</b>								
<b>1.01. General</b>								
A. General project and contract management	132						84	216
B. Final design criteria and design memorandum	1	1	4					6
C. Project design schedule	4							4
<b>1.02. Surveying</b>								
A. Survey:								
1. Areas beyond previous estimated survey limits						1	32	33
2. Re-survey areas within project limits that change						1	16	17
3. Locate soil borings and pavement cores						1	16	17
4. Download and process pick-up surveys and incorporate into project					16	6		22
5. Stake project baseline every 50' for utility relocation reference						2	48	50
B. Update property information								0
1. Obtain O&E reports for 30 tracts (costs included as expense)	1					3	1	5
<b>1.03. Geotechnical</b>								
A. Contract with a geotechnical firm for soil borings and pavement cores (cost included as expense)	1						2	3
<b>Subtotal</b>	<b>139</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>16</b>	<b>14</b>	<b>199</b>	<b>373</b>
<b>Labor</b>								
Sr. Project Manager @ \$230.00/hr.								\$31,970
Senior Engineer @ \$225.00 /hr.								\$225
Project Engineer @ \$165.00 /hr.								\$660
Engineer / Landscape Arch @ \$107.00 /hr.								\$0
Technician @ \$92.00 /hr.								\$1,472
Surveyor @ \$139.00 /hr.								\$1,946
Survey Technician @ \$82.00 /hr.								\$16,318
<b>General Estimated Labor Costs:</b>								<b>\$52,591</b>
<b>Expenses</b>								
Survey Equipment/Materials								\$430
Printing and Reproduction								\$250
Travel / Miscellaneous								\$175
Ownership and Encumbrance (O&E) Reports								\$7,500
Geotechnical (Kaw Valley)								\$6,250
<b>General Estimated Expenses:</b>								<b>\$14,605</b>
<b>Estimated General Fee</b>								<b>\$67,196</b>
<b>Task 2. Preliminary Design Phase</b>								
<b>2.01. Prepare Field Check Plans</b>								
A. Cover Sheet			1	2	4			7
B. Typical Sections			1	6	10			17
1. Pavement Section				2	2			4
C. Survey reference sheet				1	4	1		6
D. property lines and owner information					8	1	2	11
E. Storm Sewer replacement plans								
1. Replacement of inlets and storm sewer pipes in the Elm St intersection			20	4	8			32
2. Replace curb inlets in conflict with proposed improvements			24	8	8			40
3. Replace old inlets not otherwise being replaced as a bid add-alternate			12	4	4			20
F. Roadway Plan Sheets	4	4	36	72	80		20	216
G. Turn lane geometric layout		4		16				20
H. Curb and Entrance profiles	2	4	12	48	20			86
I. Preliminary Traffic control plans		1		20	20			41
J. Street lighting plans								
1. Light pole layout		1	8	12	16			37
2. Lighting level analysis		1	8	6				15

**K-7 / Parker Street  
(Santa Fe to Old 56 Hwy)**

**Fee Estimate**

Item of Work	Sr. Project Manager	Senior Engineer	Project Engineer	Engineer / Landscape Arch.	CADD / Survey Technician II	Surveyor	CADD / Survey Technician I / Admin.	Total
K. Traffic signal design and plans								
1. Loula Street		1	14	28	16			59
2. Elm Street		1	14	28	16			59
3. Virginia Lane		1	14	28	16			59
4. Dennis Avenue		1	14	28	16			59
L. Fiber optic signal interconnect plans		1	8	12	16			37
M. Pavement marking plans		1		8	16			25
N. Develop roadway "model" and construction grading limits		8		60	6			74
O. Cross sections at 25'		4		32	36			72
P. Locate integral sidewalk retaining walls needed		2		16				18
Q. Erosion and sediment control memo			4					4
R. Median landscaping plans				20	4			24
S. Quality assurance review	8	16			8			32
T. Develop preliminary quantities and unit costs			8	36				44
2.02. Submit field check plans to City	1			4	8			13
2.03. Send field check plans to utilities			4		1			5
2.04. Utility coordination meetings	8		8	20	20			56
A. Utility Pothole Coordination	1			4			8	13
2.05. Meet with City (up to 4 meetings)	8		4	4				16
2.06. Office Field Check review meeting	2			2				4
2.07. Field Check site review	6			6				12
2.08. Address Field Check review comments and additions	1			24	20			45
2.09. Right-of-way and easements								
A. Right-of-way roll drawing				2	4	6		12
B. Right-of-way and easement descriptions								
1. Verify and provide O&E reports						4		4
2. Legal descriptions					25	75		100
3. Tract Maps					50	25		75
4. Revise legals and tract maps per comments or due to project or ownership changes					10	10		20
C. Stake proposed right-of-way and easements for up to 20% of properties						5	16	21
2.10. Public Information meetings								
1. Public Meetings	4			12	12			28
2. Stakeholder meetings	20			20				40
2.11. Permitting	1	12		4	4			21
<b>Subtotal</b>	<b>66</b>	<b>63</b>	<b>214</b>	<b>599</b>	<b>488</b>	<b>127</b>	<b>46</b>	<b>1603</b>
<b>Labor</b>								
Sr. Project Manager @ \$230.00/hr.								\$15,180
Senior Engineer @ \$225.00 /hr.								\$14,175
Project Engineer @ \$165.00 /hr.								\$35,310
Engineer / Landscape Arch @ \$107.00 /hr.								\$64,093
CADD / Survey Tech II @ \$92.00 /hr.								\$44,896
Surveyor @ \$139.00 /hr.								\$17,653
CADD / Survey Tech I / Admin. @ \$82.00 /hr.								\$3,772
<b>Preliminary Design Estimated Labor Costs:</b>								<b>\$195,079</b>
<b>Expenses</b>								
Survey Equipment/Materials								\$160
Printing and Reproduction								\$1,000
Travel / Miscellaneous								\$500
Ownership and Encumbrance (O&E) Report Updates (Assumes 5)								\$500
<b>Preliminary Design Estimated Expenses:</b>								<b>\$2,160</b>
<b>Estimated Preliminary Design Fee</b>								<b>\$197,239</b>



**K-7 / Parker Street  
(Santa Fe to Old 56 Hwy)  
Fee Estimate**

Item of Work	Sr. Project Manager	Senior Engineer	Project Engineer	Engineer / Landscape Arch.	CADD / Survey Technician II	Surveyor	CADD / Survey Technician I / Admin.	Total
<b>Task 3. Final Design Phase</b>								
<b>3.01. Prepare detailed plans and specifications</b>								
A. Cover Sheet	1			4	6			11
B. General notes and sheet layout sheets			2	6	8			16
C. Typical Sections				6	8			14
D. Survey reference sheet					2	2		4
E. Property lines and owner information				2	4	1		7
F. Proposed right-of-way and easement limits				8	12			20
G. Storm Sewer replacement plans	4		40	4	24			72
H. Roadway Plan Sheets	8		10	80	80			178
I. Intersection details	4		12	72	60			148
J. Curb and Entrance profiles	1		1	8	6			16
K. Street Lighting plans and details								
1. Light pole layout		1	4	12	8			25
2. Wiring and circuit plans		1	4	12	8			25
L. Traffic Signal plans and details								
1. Loula Street		2	8	32	24			66
2. Elm Street		2	8	32	24			66
3. Virginia Lane		2	8	32	24			66
4. Dennis Avenue		2	8	32	24			66
M. Fiber optic signal interconnect plans		1	8	20	16			45
N. Pavement marking and signing		1		24	24			49
O. Cross sections	1		4	36	24			65
P. Integral sidewalk retaining walls (up to 3)	1		4	20	24			49
Q. Traffic Control and Construction Phasing plans		6	20	8	20			54
R. Median landscaping plans and details				32	16			48
1. Median drip irrigation plan/spec (sub expense)	1						1	2
S. Show utility information								
1. Review summary of conflicts and utility relocation plans		2		16				18
2. Compile utility relocation information into single utility base map	1	2		16	4			23
3. Utility relocation survey							16	16
T. Erosion and Sediment control plans		2	12	4	32			50
U. Standard and special construction details	2		12		16			30
V. Summary of quantities and recapulation of quantities		4	8	40				52
W. Project specifications and special provisions	4	24		36				64
X. Quality assurance review	4	20			8			32
<b>3.02. Schedule and attend up to 4 utility coordination meetings</b>	16			16	20			52
<b>3.03. Prepare engineers opinion of probable cost</b>	1	1	4					6
<b>3.04. Submit Office Check plans for review</b>								
1. Design summary document	1		4		4			9
2. Plan modifications based on review comments		4		16	16			36
<b>3.05. Submit PS&amp;E to City in PDF format</b>				2	4			6
<b>3.06. Meet with City</b>	16			16				32
<b>Subtotal</b>	<b>66</b>	<b>77</b>	<b>181</b>	<b>644</b>	<b>550</b>	<b>3</b>	<b>17</b>	<b>1538</b>
<b>Labor</b>								
Sr. Project Manager @ \$230.00/hr.								\$15,180
Senior Engineer @ \$225.00 /hr.								\$17,325
Project Engineer @ \$165.00 /hr.								\$29,865
Engineer / Landscape Arch @ \$107.00 /hr.								\$68,908
CADD / Survey Tech II @ \$92.00 /hr.								\$50,600
Surveyor @ \$139.00 /hr.								\$417
CADD / Survey Tech I / Admin. @ \$82.00 /hr.								\$1,394
<b>Final Design Estimated Labor Costs:</b>								<b>\$183,689</b>
<b>Expenses</b>								
Survey Equipment/Materials								\$50
Median Drip Irrigation Design (EcoSystems)								\$3,000
Printing and Reproduction								\$1,500
Travel / Miscellaneous								\$500
<b>Final Design Estimated Expenses:</b>								<b>\$5,050</b>
<b>Estimated Final Design Fee</b>								<b>\$188,739</b>

**K-7 / Parker Street  
(Santa Fe to Old 56 Hwy)**

**Fee Estimate**

Item of Work	Sr. Project Manager	Senior Engineer	Project Engineer	Engineer / Landscape Arch.	CADD / Survey Technician II	Surveyor	CADD / Survey Technician I / Admin.	Total
<b>Task 4. Bidding Phase</b>								
4.01. Answer contractor questions and issue addenda (if needed)	4	2	8	16				30
4.02. Assist with analyzing bids and make recommendation for award	1		1					2
4.03. Prepare contract documents and print construction sets for Contractor and City				6	6			12
4.04. Attend pre-construction conference			3					3
<b>Subtotal</b>	<b>5</b>	<b>2</b>	<b>12</b>	<b>22</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>47</b>
<b>Labor</b>								
Sr. Project Manager @ \$230.00/hr.								\$1,150
Senior Engineer @ \$225.00 /hr.								\$450
Project Engineer @ \$165.00 /hr.								\$1,980
Engineer / Landscape Arch @ \$107.00 /hr.								\$2,354
CADD / Survey Tech II @ \$92.00 /hr.								\$552
Surveyor @ \$139.00 /hr.								\$0
CADD / Survey Tech I / Admin. @ \$82.00 /hr.								\$0
<b>Bidding Estimated Labor Costs:</b>								<b>\$6,486</b>
<b>Expenses</b>								
Printing and Reproduction								\$1,500
Travel / Miscellaneous								\$50
<b>Bidding Estimated Expenses:</b>								<b>\$1,550</b>
<b>Estimated Bidding Fee</b>								<b>\$8,036</b>
<b>Task 5. Construction Phase</b>								
5.01. Consultation during construction	8	24	40	24				96
5.02. Shop drawing review		2	8	24				34
5.03. Participate in final walk through inspection		4	4					8
5.04. Prepare plan revisions	2	4	12	32	24			74
5.05. Prepare final Record Drawings	2	6	4	20	24			56
5.06. Attend Construction Progress Meetings	4	4	32					40
<b>Subtotal</b>	<b>16</b>	<b>44</b>	<b>100</b>	<b>100</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>308</b>
<b>Labor</b>								
Sr. Project Manager @ \$230.00/hr.								\$3,680
Senior Engineer @ \$225.00 /hr.								\$9,900
Project Engineer @ \$165.00 /hr.								\$16,500
Engineer / Landscape Arch @ \$107.00 /hr.								\$10,700
CADD / Survey Tech II @ \$92.00 /hr.								\$4,416
Surveyor @ \$139.00 /hr.								\$0
CADD / Survey Tech I / Admin. @ \$82.00 /hr.								\$0
<b>Construction Phase Estimated Labor Costs:</b>								<b>\$45,196</b>
<b>Expenses</b>								
Printing and Reproduction								\$594
Travel / Miscellaneous								\$250
<b>Construction Phase Estimated Expenses:</b>								<b>\$844</b>
<b>Estimated Construction Phase Fee</b>								<b>\$46,040</b>
<b>Total Estimated Fee</b>								<b>\$507,250</b>
<b>Credit for Remaining Concept Phase Budget</b>								<b>(\$27,000)</b>
<b>Net Fee Requested</b>								<b>\$480,250</b>



**Project Fact Sheet**  
**K-7 Highway, Santa Fe Street to Old 56 Hwy**  
**3-C-024-16**  
**February 21, 2017**

ATTACHMENT "B"

**Project Manager:** Celia Duran / Therese Vink

**Description:** In order to safely accommodate existing and future traffic in this area, turn lanes and medians must be added to this street. This project will add turn lanes and modify access.

**Justification:** This project is needed to address capacity and safety concerns in the area. Traffic volumes warrant the turn lanes.

**Comments:** A study has been completed to determine where the turn lanes and possible medians need to be located. This project has been awarded \$2,000,000 in Federal STP Funds. Construction is scheduled to be complete in 2018.

<b>Schedule:</b>	<b>Item</b>	<b>Date</b>
Design:	RFQ	04/27/2016
	Consultant Selection	08/02/2016
	Concept Design	1/31/2017
	Preliminary Design	03/01/2017 - Estimate
	Final Design	9/30/2017 - Estimate
<b>Council Actions:</b>	<b>Date</b>	<b>Amount</b>
Project Authorization	02/02/2016	\$5,669,000
Construction Agreement (Signal Pole)	07/05/2016	\$81,900
PSA with HDR	08/02/2016	\$122,000
Supp. Agr. No. 1	02/21/2017	\$480,250
<b>Funding Sources:</b>	<b>Amount</b>	<b>CIP Year</b>
GO Bonds	\$3,669,000	2019
Federal STP	\$2,000,000	2018
<b>Expenditures:</b>	<b>Budget</b>	<b>Amount to Date</b>
Design	\$615,000	\$115,626.97
Construction	\$3,404,000	\$44,375.00
Inspection	\$150,000	\$0
Staff Time	\$75,000	\$0
Utilities	\$400,000	\$0
Land Acquisition	\$250,000	\$0
<u>Contingency</u>	<u>\$775,000</u>	<u>\$45,124.53</u>
<b>Total</b>	<b>\$5,669,000</b>	<b>\$205,126.50</b>

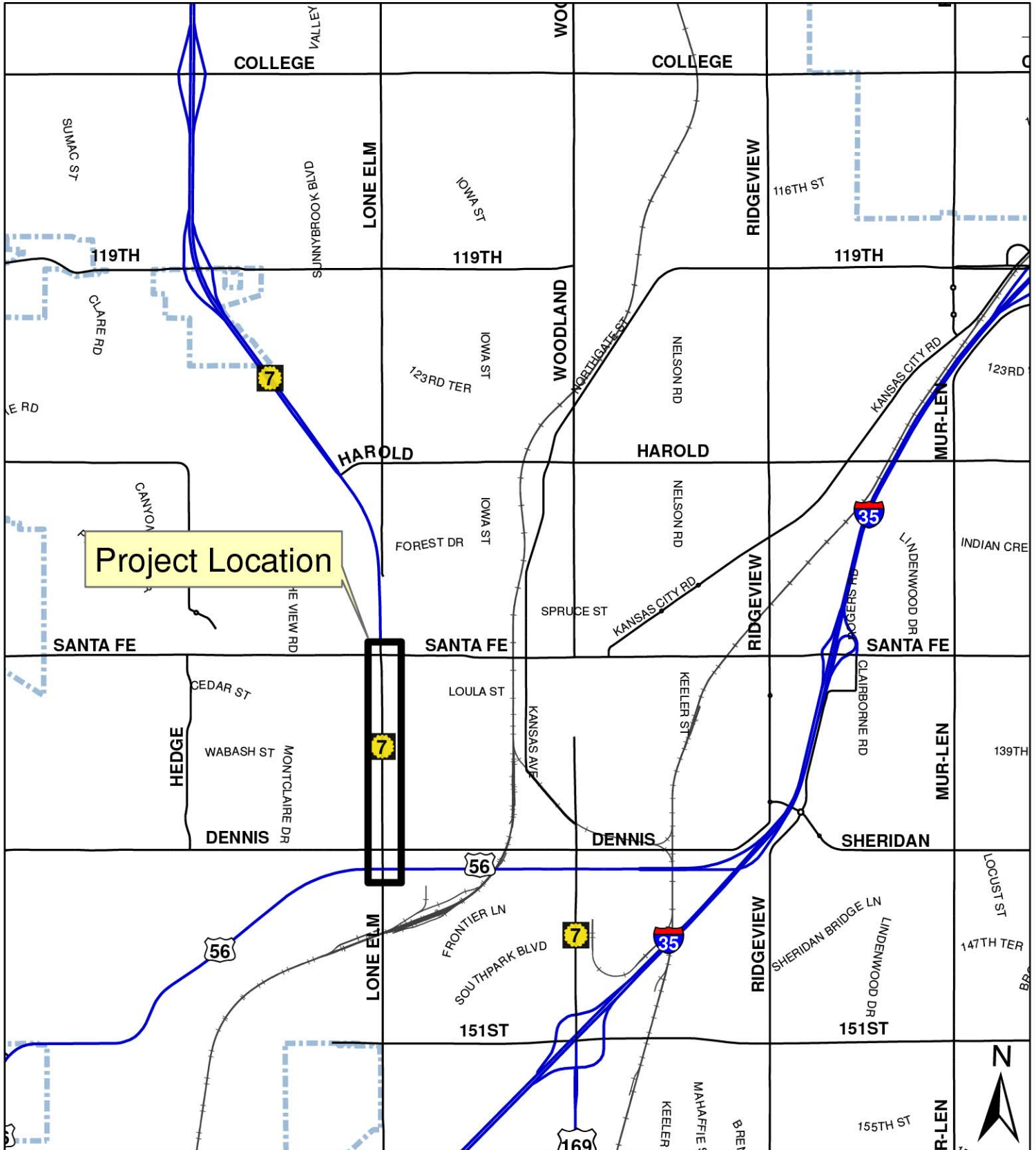
# K-7 (Parker), Santa Fe to Old 56 Hwy

## Project

ATTACHMENT "C"

PN 3-C-024-16

## Project Location Map



## COUNCIL AGENDA ITEM

CA-N

**Department:** Resource Management

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Michael Meadors/Stephanie Creed

**Subject:** Acceptance of bid and consideration of award of contract to K.C. Bobcat for the replacement of one (1) track loader for the Parks & Recreation Department.

**Focus/Perspective Area: Transportation**

**Executive Summary:** The State of Kansas competitively issued a bid and awarded a cooperative contract with K.C. Bobcat for the purchase of landscaping, lawn and agriculture equipment. A quote was solicited from K.C. Bobcat based on the State of Kansas contract.

This track loader will be used for earth moving and material handling during new construction and renovation of park property.

Staff recommends award of contract to K.C. Bobcat for the purchase of one (1) track loader through the State of Kansas contract.

The Bobcat T-300 (Vehicle ID #43570905) is being replaced as a part of the regular equipment replacement process and is fully amortized. The equipment has paid \$79,207 through lease fees into the VERF. It is fully amortized and the lease fees paid into the VERF cover the full replacement cost.

K.C. Bobcat is an Olathe vendor.

**Fiscal Impact:** \$60,109.16 – charged to the City's Vehicle and Equipment Replacement Fund.

**Recommendations/Options/Action Requested:** Award of contract to K.C. Bobcat for one (1) track loader for the Parks & Recreation Department.

**Attachments:** Quotation



# Bobcat

ATTACHMENT - QUOTE

## Product Quotation

Quotation Number: 26714D026893

Date: 2016-11-21 13:44:05

Customer Name/Address:	Bobcat Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF OLATHE PUBLIC WORKS Attn: MATT NIEMAN 1415 S RONBINSON OLATHE, KS 66061	Eddie Keating K.C. Bobcat, Olathe, KS 1220 S HAMILTON CIRCLE OLATHE KS 66061-5371 Phone: (913) 829-4600 Fax: (913) 829-1552	Clark Equipment Company dba Bobcat Company PO Box 6000, 250 E. Beaton Dr West Fargo, ND 58078 Phone: 701-241-8755 Fax: 701-280-7860 Contact: Terri Zastrow

Description	Part No	Qty	Price Ea.	Total
<b>T770 T4 Bobcat Compact Track Loader</b>	M0285	1	\$50,549.16	\$50,549.16
92 HP Turbo Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater (Automatically Activated)	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	<ul style="list-style-type: none"> <li>Includes: Adjustable Suspension Seat, Top &amp; Rear Windows, Seat Bar, Seat Belt</li> <li>Roll Over Protective Structure (ROPS) meets SAE-J1040 &amp; ISO 3471</li> <li>Falling Object Protective Structure (FOPS) meets SAE-J1043 &amp; ISO 3449, Level I; (Level II is available through Bobcat Parts)</li> </ul>			
Bobcat Interlock Control System (BICS)	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Controls: Bobcat Standard	Tracks: Rubber, 17.7" wide			
Engine/Hydraulic Systems Shutdown	Warranty: 12 Months, Unlimited Hours			
Horn				
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights				
<b>A91 Option Package</b>	M0285-P01-A91	1	\$6,893.16	\$6,893.16
Cab Enclosure with Heat and AC	Attachment Control Kit			
High Flow Hydraulics	Cab Accessories Package			
Sound Reduction	Two Speed Travel			
Hydraulic Bucket Positioning	3-Point Seat Belt			
Power Bob-Tach				
Deluxe Instrument Panel				
Keyless Start				
<b>Advanced Control System (ACS)</b>	M0285-R01-C03	1	\$1,022.72	\$1,022.72
Air Ride Seat	M0285-R05-C12	1	\$213.52	\$213.52
80" C/I Heavy Duty Bucket	6726344	1	\$1,166.60	\$1,166.60
--- Bolt-On Teeth (8)	6737322	8	\$33.00	\$264.00
<b>Total of Items Quoted</b>				<b>\$60,109.16</b>
<b>Quote Total - US dollars</b>				<b>\$60,109.16</b>

\*Prices per the Kansas State Contract #39908. Event ID# 3363.

Contract Period: 1-1-2015 thru 12-31-2017

\*Terms Net 30 Days. Credit cards accepted.

\*FOB: Destination within the 48 Contiguous States.

\*TID# 38-0425350

\*Deliver: 60 to 90 days or less from ARO.

\*State Sales Taxes apply. IF Tax Exempt, please include a Tax Exempt Certificate with order.

\*Orders Must be Placed With: Clark Equipment Co, dba Bobcat Company, Govt Sales, 250 E Beaton Dr, PO Box 6000, West Fargo, ND 58078.

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

## COUNCIL AGENDA ITEM

CA-O

**Department:** Resource Management

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Michael Meadors/Stephanie Creed

**Subject:** Acceptance of bid and consideration of award of contract to Norris Equipment for the purchase of four (4) front-mounted zero turn mowers for the Parks & Recreation Department.

**Focus/Perspective Area: Transportation**

**Executive Summary:** The State of Kansas competitively issued a bid and awarded a cooperative contract with Morige Manufacturing Inc. (the parent company of Grasshopper mower) for the purchase of landscaping, lawn and agriculture equipment. A quote was solicited from Norris Equipment based on the State of Kansas contract for the purchase of four (4) front-mounted zero turn mowers for the Parks & Recreation Department.

These mowers will be used for the detailed mowing of park land and athletic fields.

Staff recommends award of contract to Norris Equipment for the purchase of four (4) front-mounted zero turn mowers through the State of Kansas contract.

The Toro Groundsmaster mowers (Vehicle ID #'s 43051213, 43051214, 43051215, and 43051216), are being replaced as a part of the regular vehicle replacement process and is fully amortized. The mowers have paid \$98,673 through lease fees into the VERF. They are fully amortized and the lease fees paid into the VERF cover the replacement cost.

There are no Olathe vendors that sell Grasshopper equipment.

**Fiscal Impact:** \$79,995.00 – charged to the City's Vehicle and Equipment Replacement Fund.

**Recommendations/Options/Action Requested:** Award of contract to Norris Equipment for the purchase of four (4) front-mounted zero turn mowers for the Parks & Recreation Department.

**Attachments:** Quotation

OU# 15040

**Moridge Mfg., Inc.**  
**P.O. Box 810**  
**Moundridge, KS 67107**



IT'S SO MUCH MOWER

Quote

## Customer

Name **City of Olathe**  
 Address \_\_\_\_\_  
 City **Olathe** State **KS** ZIP \_\_\_\_\_  
 Fax: \_\_\_\_\_ Attention: **Paul Hecker**  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## Misc

Date \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Contract Name \_\_\_\_\_  
 Rep: \_\_\_\_\_

Qty	Order #	Description	List Price	Bid Price	TOTAL
		<b>Grasshopper Zero Turn Mower</b>			
1	532181-979	<b>Model 932/3472</b>	\$18,585.00	\$ 13,532.00	\$ 13,532.00
	503218	32 hp, liquid-cooled, Kubota Gasoline Engine			
	503220	72" Cutting Deck, PowerFold®			
1	533578/503637	<b>900 Performance Package</b>	\$960.00	\$ 720.00	\$ 720.00
	533550				
1	503219	<b>100 lbs. Counterweight Kit</b>	\$185.00	\$ 138.00	\$ 138.00
1	533452	<b>60" AERA-Vator</b>	\$5,995.00	\$ 4,496.00	\$ 4,496.00
		<b>Quote No. 3</b>			

SubTotal \$ 18,886.00

Set up/Delivery

Tax	
\$0.00	\$0.00

Trade Allowance

TOTAL \$ 18,886.00

## Dealer

Dealer Name **Norris Equipment**  
 Address \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_

PO#

Signature:

All Quotes are good for 30 days

## For Additional Information

Please Contact: **Brent Dobson**  
 Phone: **620-345-6301**

Fax: **316-462-0593**  
 Email: **bdobson@grasshoppermower.com**



00# 15044

**Moridge Mfg., Inc.**  
**P.O. Box 810**  
**Moundridge, KS 67107**



**IT'S SO MUCH MOWER**

**Quote**

**Customer**

Name **City of Olathe**  
 Address \_\_\_\_\_  
 City **Olathe** State **KS** ZIP \_\_\_\_\_  
 Fax: **Attention: Paul Hecker**  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Misc**

Date \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Contract Name \_\_\_\_\_  
 Rep: \_\_\_\_\_

Qty	Order #	Description	List Price	Bid Price	TOTAL
		<b>Grasshopper Zero Turn Mower</b>			
1	532181-979	<b>Model 932/3472</b>	\$18,585.00	\$ 13,532.00	\$ 13,532.00
	503218	32 hp, liquid-cooled, Kubota Gasoline Engine			
	503220	72" Cutting Deck, PowerFold®			
1	533578/503637	<b>900 Performance Package</b>	\$960.00	\$ 720.00	\$ 720.00
	533550				
1	503219	<b>100 lbs. Counterweight Kit</b>	\$185.00	\$ 138.00	\$ 138.00
1	533430	<b>133" Shielded Sprayer</b>	\$5,365.00	\$ 4,023.00	\$ 4,023.00
<b>Quote No. 4</b>					

SubTotal \$ 18,413.00

Set up/Delivery

Tax

\$0.00 \$0.00

**TOTAL \$ 18,413.00**

**Dealer**

Dealer Name **Norris Equipment**  
 Address \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contact: \_\_\_\_\_

Trade Allowance

PO#

Signature:

**All Quotes are good for 30 days**

**For Additional Information**

Please Contact: **Brent Dobson**  
 Phone: 620-345-6301

Fax: 316-462-0593  
 Email: [bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

OU#15039

**Moridge Mfg., Inc.**  
**P.O. Box 810**  
**Moundridge, KS 67107**



**IT'S SO MUCH MOWER**

**Quote**

**Customer**

Name **City of Olathe**  
 Address \_\_\_\_\_  
 City **Olathe** State **KS** ZIP \_\_\_\_\_  
 Fax: \_\_\_\_\_ Attention: **Paul Hecker**  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Misc**

Date \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Contract Name \_\_\_\_\_  
 Rep: \_\_\_\_\_

Qty	Order #	Description	List Price	Bid Price	TOTAL
		<b>Grasshopper Zero Turn Mower</b>			
1	532181-979	<b>Model 932/3472</b>	\$18,585.00	\$ 13,532.00	\$ 13,532.00
	503218	32 hp, liquid-cooled, Kubota Gasoline Engine			
	503220	72" Cutting Deck, PowerFold®			
1	533578/503637	<b>900 Performance Package</b>	\$960.00	\$ 720.00	\$ 720.00
	533550				
1	503219	<b>100 lbs. Counterweight Kit</b>	\$185.00	\$ 138.00	\$ 138.00
1	533406	<b>Full View Winter Cab</b>	\$3,405.00	\$ 2,553.00	\$ 2,553.00
		Includes LED Lights/windshield wiper kit			
1	503270	<b>Heater Kit</b>	\$420.00	\$ 315.00	\$ 315.00
1	503269	<b>Heater Quick Coupler</b>	\$65.00	\$ 48.00	\$ 48.00
1	533425/503562	<b>60" Bi-Directional Brooms</b>	\$5,390.00	\$ 4,042.00	\$ 4,042.00
	504800/504229	W/ joystick control and debris deflector			
		<b>Quote No. 2</b>			

SubTotal \$ 21,348.00

Set up/Delivery

Tax

\$0.00

\$0.00

**TOTAL**

**\$ 21,348.00**

**Dealer**

Dealer Name **Norris Equipment**

Address \_\_\_\_\_

Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

Trade Allowance

PO#

Signature:

**All Quotes are good for 30 days**

**For Additional Information**

Please Contact: **Brent Dobson**

Phone: 620-345-6301

Fax: 316-462-0593

Email: [bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

04#15039

**Morridge Mfg., Inc.**  
**P.O. Box 810**  
**Moundridge, KS 67107**



**IT'S SO MUCH MOWER**

**Quote**

**Customer**

Name **City of Olathe**

Address \_\_\_\_\_

City **Olathe** State **KS** ZIP \_\_\_\_\_

Fax: \_\_\_\_\_ Attention: **Paul Hecker**

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Misc**

Date \_\_\_\_\_

Contract No. \_\_\_\_\_

Contract Name \_\_\_\_\_

Rep: \_\_\_\_\_

Qty	Order #	Description	List Price	Bid Price	TOTAL
		<b>Grasshopper Zero Turn Mower</b>			
1	532181-979	<b>Model 932/3472</b>	\$18,585.00	\$ 13,532.00	\$ 13,532.00
	503218	32 hp, liquid-cooled, Kubota Gasoline Engine			
	503220	72" Cutting Deck, PowerFold®			
1	533578/503637	<b>900 Performance Package</b>	\$960.00	\$ 720.00	\$ 720.00
	533550				
1	503219	<b>100 lbs. Counterweight Kit</b>	\$185.00	\$ 138.00	\$ 138.00
1	533406	<b>Full View Winter Cab</b>	\$3,405.00	\$ 2,553.00	\$ 2,553.00
		Includes LED Lights/windshield wiper kit			
1	503270	<b>Heater Kit</b>	\$420.00	\$ 315.00	\$ 315.00
1	503269	<b>Heater Quick Coupler</b>	\$65.00	\$ 48.00	\$ 48.00
1	533425/503562	<b>60" Bi-Directional Brooms</b>	\$5,390.00	\$ 4,042.00	\$ 4,042.00
	504800/504229	W/ joystick control and debris deflector			
		<b>Quote No. 1</b>			

SubTotal \$ 21,348.00

Set up/Delivery

Tax

\$0.00 \$0.00

**TOTAL \$ 21,348.00**

**Dealer**

Dealer Name **Norris Equipment**

Address \_\_\_\_\_

Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

Trade Allowance

PO# \_\_\_\_\_

Signature: \_\_\_\_\_

For Additional Information

Please Contact: **Brent Dobson**  
 Phone: 620-345-6301

Fax: 316-462-0593  
 Email: [bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**All Quotes are good for 30 days**

## COUNCIL AGENDA ITEM

CA-P

**Department:** Resource Management

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Michael Meadors/Stephanie Creed

**Subject:** Consideration of renewal of contract with Overhead Door Company for door repair and replacement services for various City departments.

**Focus/Perspective Area:** Active Lifestyles

**Executive Summary:** Overhead Door Company currently provides mechanized door and gate 24/7 service with excellent response time for critical City facilities including the Fire Stations, Vehicle Maintenance, Utility facilities and PD secured regions. Secondary service is provided for office door and hardware/lock mechanism services for the City.

Staff recommends renewal of contract with Overhead Door Company for a three (3) year period through February 28, 2020, with the option for one (1) year renewals. The location, depth of services offered, and in-stock parts availability from Overhead Door Company make the renewal a strategically sound decision for the interests of the City.

Overhead Door Company is located in Olathe.

**Fiscal Impact:** Estimated \$85,000.00. Expenditures will be charged to the operational account of the Facilities Division of the Parks and Recreation Department.

**Recommendations/Options/Action Requested:** Renewal of contract with Overhead Door Company for door repair and replacement services.

**Attachments:** Competition Exception Report

**COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

**SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

Procurement Contact: Nicole Averell

Date: 01-23-17

Department Contact: Bob Reynolds

E1 Doc No.: \_\_\_\_\_

Total Cost: \$5,000

**COMMODITY/SERVICE DESCRIPTION:**

Provider of service & materials supporting door, lock & gating systems.

**CER/SOLE SOURCE JUSTIFICATION:**

Overhead Door primarily provides mechanized door and gate 24/7 service with excellent response time for critical facilities (FD Stations, Vehicle Maintenance, Streets, Utility facilities, and soon to install PD secured regions). Secondary service is provided for office door and hardware/lock mechanism service. The depth of services offered combined with excellent in-stock parts availability make additional renewal with OHD strategically sound for the interests of the City. Additionally, OHD is presently a substantial local business presence within the City of Olathe and have agreed to extend the rate terms for an additional year at no additional cost.

Anticipated 2017 Service: \$85,000 Primarily Public Works & Parks Departmental.

Approved: \_\_\_\_\_

(Department Director)

Approved: \_\_\_\_\_

(Procurement Manager)

Over \$25,000:

Approved: \_\_\_\_\_

2/9/2017

(City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.

## COUNCIL AGENDA ITEM

CA-Q

**Department:** Police Department

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Steve Menke/Stephanie Creed

**Subject:** Acceptance of proposal and consideration of award of contract to Meggitt Training Systems, Inc. for the updates on the Police firing range.

### **Key Result Area: Public Safety**

**Executive Summary:** There is a need to update the current range at the Police Department due to outdated and obsolete equipment. Parts are no longer available for repairs requiring special fabrication. Upgrades will provide optimal range functionality, to include; acoustical, training needs and safety features. Updates will include track system, bullet trap, software, acoustical materials, baffling, maintenance upgrades and significant safety improvements.

Meggitt Training Systems currently is the only vendor capable of providing a specific range component for the Police Department's range. Due to the age and specifications of the range, significant limitations exist as to the components that can be used for the range upgrade. Meggitt Training Systems has a patent for the only trap system compatible with the current range.

Staff recommends award to Meggitt Training Systems, Inc.

No Olathe vendors provide the specialized service or equipment for this project.

**Fiscal Impact:** Funding for the update on the firing range is from the Police Department project account in the amount of \$236,118.80.

**Recommendations/Options/Action Requested:** Acceptance of proposal and award of contract to Meggitt Training Systems, Inc for the purchase and installation of the updates on the Police firing range.

**Attachments:** A: Sole Source  
B: Quotation

☐ **COMPETITION EXCEPTION REPORT**

Competition exception is the decision to purchase without competition through the use of bidding, formal solicitation, request for qualification, or a request for proposal when competition is available.

☒ **SOLE SOURCE**

Only one vendor possesses the unique and singularly available capability to meet the requirement such as technical qualifications, ability to deliver based on distribution restrictions, or services from a public utility. See the Purchasing Manual Section 40.2 for examples.

**Procurement Contact:** Stephanie Creed

**Date:** 2/13/2017

**Department Contact:** Mary Velasquez **E1 Doc No.:** \_\_\_\_\_

**Total Cost:** \$250,000.00

**COMMODITY/SERVICE DESCRIPTION:**

Police Firing Range Upgrade Project # 7-C-015-16

**CER/SOLE SOURCE JUSTIFICATION:**

Meggitt Training Systems currently is the only vendor capable of providing a specific range component for the police department range. Due to the age and specifications (size) of the range, significant limitations exist as to the components that can be used for the range upgrade. State required qualification range is 25 yards, and by reducing the length of the range, we would no longer meet state requirements. Meggitt Training Systems has the patent of the only trap system compatible with the current range size. Our current system manufacturer, Detroit Armor, was purchased by Meggitt Training Systems which allows for an easier upgrade by using some of the current components.

**Approved:** \_\_\_\_\_ (Department Director)

**Approved:** Stephanie Creed 2/13/2017 (Procurement Manager)

**Over \$25,000:**

**Approved:** \_\_\_\_\_ (City Manager)

Attach a copy of completed, signed form to requisition or department purchase order.



February 14, 2017

Olathe Police Department  
Attn: Mr. Philip Moore  
100 E. Santa Fe Street  
Olathe, KS 66061-3409  
Tel: 913.971.6509  
[pmoore@olatheks.org](mailto:pmoore@olatheks.org)

MTSI Offer No.: **MTS16USL1483 Rev 3**  
Re: Olathe Police Department  
Offer Type: Open Market

Dear Mr. Moore,

Meggitt Training Systems, Inc. (MTSI) is pleased to offer a fixed price of **\$236,118.80** (Two Hundred and Thirty-Six Thousand, One Hundred and Eighteen US Dollars and Eighty Cents) for the products and services listed herein, furnished, and delivered C.I.P. jobsite (Olathe, KS) in accordance with Incoterms® 2010. In addition to the offer price, you will be responsible for all Federal, State, and Local Taxes, Licenses, Permits, Bonds and Fees applicable to the sale. This offer is valid for 90 days.

Payment Terms are 100% net 30 days. Any deviation must be mutually agreed upon in writing.

Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of MTSI Submittal Drawings, whichever occurs last. This offer will be attached to and made part of any forthcoming purchase order. Indication of acceptance shall be by authorized signature in the space provided below. Please also enter the total purchase price, to include any purchased options, if applicable.

Should you have any questions or require additional information, please feel free to contact me. I am personally dedicated to this proposal effort.

Best Regards,

**Brian Gokey**  
South Central US Sales Manager  
Meggitt Training Systems, Inc.  
Tel: 678.928.1284  
[brian.gokey@meggitt.com](mailto:brian.gokey@meggitt.com)

Prepared by:  
Angela Kronenberg  
Sr. Proposal Manager  
Meggitt Training Systems, Inc.

Accepted for: (Company)	Total Purchase Price: (Include Options where applicable)
Authorized Signature:	Title:
Print Name:	Date:





## Base Offer

All products and services offered herein are GSA or Open Market (OPN-MKT) Items as specified.

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
5 Lanes, 25 Yards 18’ Wide, Fixed Firing Range, Truss Ceiling (Retrofit)				
BULLET TRAP				
OPN-MKT	LE7500-OT	GranTrap™ - 9' Height with 3/8" AR500 Angled Armor Plate Upper Replenishment Bin. Open GranTex Design. No Rear Access Doors.	18	EA
OPN-MKT	DEMO	Demo, cleaning, and removal of Existing 2100 Series Bullet Trap.	1	LOT
Bullet Trap Subtotal			\$27,188.66	
TARGET RETRIEVAL SYSTEM				
OPN-MKT	XWT-75	Next Generation Wireless 360° Turning, Target System. 75' of track.	5	EA
OPN-MKT	RMCS	Range Master Control System – Touch Screen	1	SYS
Target Retrieval System Subtotal			\$55,346.33	
BALLISTIC PROTECTION				
OPN-MKT	JR5D	Redirective Guard - Rifle, 3/8" AR500 (2 Rows)	144	SF
OPN-MKT	JA4C	Containment Baffles - Rifle, 1/4" AR500 / Plywood face with FTW. (5 Rows)	360	SF
OPN-MKT	JG12C	Containment Ceiling - Rifle, 1/4" AR500 / Plywood face with FTW.	216	SF
OPN-MKT	DEMO	Remove existing five (5) rows of baffles and three (3) rows of safety ceiling.	1	LOT
OPN-MKT	AAF	Acoustical Foam Panel, 2’ x 4’ x 2”, Charcoal.	768	SF



GSA / OPN-MKT	Part No.	Description	Quantity	Unit
Ballistic Protection Subtotal			\$52,421.53	
SHOOTING STALLS				
OPN-MKT	DEMO	Demo and removal of Existing Shooting Stalls	1	LOT
Shooting Stalls Subtotal			\$2,111.11	
Equipment Subtotal			\$137,067.63	
Services				
INSTALLATION & DEMO				
OPN-MKT	SPPT-Full	Complete Unload, Installation, and Training *Prevailing Wage Rates Included	1	LOT
Installation Subtotal			\$96,235.26	
MANUALS & WARRANTY				
OPN-MKT	MANUALS	Operations and Maintenance Manuals	1	LOT
OPN-MKT	WRTY	12-Month Warranty	1	LOT
Manuals & Warranty Subtotal			Included	
FREIGHT				
OPN-MKT	FRT-CIP	Freight & Delivery shall be C.I.P. Jobsite (Olathe, KS) in accordance with Incoterms® 2010.	1	LOT
Freight Subtotal			\$2,815.91	
Services Subtotal			\$99,051.17	
Total Base Offer Price			\$236,118.80	



## Complementary Inclusions

Also included at no additional charge is the MTSI Standard Eyes and Ears Package.

Package Includes:	Quantity
• Radians Revelation™ Shooting Glasses	5 Each
• Radians Competitor Hearing Protection (NRR 26 dB)	



## Options

- All MTSI options include any additional Freight and Full Installation necessary.

☐ **Option 1: Solid Top Rifle Rated Shooting Stalls**  
*-Please check the Option box, if you wish to purchase this option.*

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	XWT SafeZone Rifle Solid/Solid	SafeZone Shooter's Booth - Rifle, Complete Lane Stalls. Black Frame, Black Top Panel, Black Bottom Panel Inserts.	5	LANE
OPN-MKT	Side Shelf	Side shelf with Hooks option per booth	5	EA
OPN-MKT	Gate Barricade	Gate Barricade for added Training capabilities	5	EA
<b>Option 1 Total Price</b> <i>In addition to the Total Base Offer Price</i>			<b>\$27,624.39</b>	

☐ **Option 2: Clear Top Rifle Rated Shooting Stalls**  
*-Please check the Option box, if you wish to purchase this option.*

GSA / OPN-MKT	Part No.	Description	Quantity	Unit
OPN-MKT	XWT SafeZone Rifle Clear/Solid	SafeZone Shooter's Booth - Rifle, Complete Lane Stalls. Black Frame, Clear Top Panel, Black Bottom Panel Inserts.	5	LANES
OPN-MKT	Side Shelf	Side shelf with Hooks option per booth	5	EA
OPN-MKT	Gate Barricade	Gate Barricade for added Training capabilities	5	EA
<b>Option 2 Total Price</b> <i>In addition to the Total Base Offer Price</i>			<b>\$30,823.76</b>	



## Important Notes & Assumptions

1. Full Install (Base Offer): Pricing assumes the MTSI Field Service Technician (FST) and labor crew will be onsite over one (1) continuous trip. If Options are selected, additional trips may be required (included in pricing). All site preparation work must be done prior to the FST's arrival. If additional trips are required due to issues beyond MTSI's control, additional charges will be assessed in the form of a change order.
2. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment and containing any errant type secondary bullet impacts.
3. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and MTSI scope of work. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these will not extend Tech Assist time and may require a change order for additional Tech Time. Please remember that MTSI wants you to have a successful installation in a safe and timely manner.
4. MTSI FST will provide training on installed systems after installation is complete. FST will perform a QC walk and final acceptance with the owner/contractor.
5. Any / all trademarks mentioned herein are the properties of their respective owners.
6. Eyes and Ears Package provided will be the MTSI standard commercial off the shelf (COTS) package. Please check with your MTSI Sales Representative for specific details on features included.





## Terms & Conditions

These Terms and Conditions will be part of any contract, purchase order or signed offer that Meggitt Training Systems, Inc. enters into with you, your department or company.

Meggitt Training Systems, Inc.'s Terms and Conditions are not limited to those provided herein. MTSI Terms and Conditions and the enclosed offer take precedence over all other project documents. Any earlier offer along with those terms and conditions are immediately null and void. Any subsequent purchase order will be subject to Meggitt's Standard Terms & Conditions which can be provided upon request. Please contact [MTSContracts@Meggitt.com](mailto:MTSContracts@Meggitt.com) to request a copy.

### Limitation of Liability:

Nothing in this contract shall exclude or limit the Supplier's liability for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited.

EXCEPT AS STATED ABOVE, THE TOTAL AGGREGATE LIABILITY OF THE SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT, WHETHER FOR NEGLIGENCE OR OTHERWISE, SHALL IN NO EVENT EXCEED 20% OF THE TOTAL CONTRACT VALUE

IN NO EVENT SHALL THE SUPPLIER BE LIABLE FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGES, OR PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED.

These clauses set out the entire liability of the Supplier (including any liability for the acts or omissions of its sub-contractors) in respect of any breach of this contract or orders placed under it and any representation, statement or tortuous act or omission including negligence arising under or in connection with the contract. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract."

### Force Majeure:

Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay").

The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. In the event that MTSI is the party experiencing the Excusable Delay, MTSI, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay.



If the Excusable Delay continues for a period of 30 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party."

Meggitt Training Systems, Inc.'s pricing excludes the following items unless specifically included as a line item at the end of this paragraph.

- A. Line voltage electrical, connections, line or control conduits (empty or full), electrical boxes, receptacles, target or general lights and any other devices generally considered for high voltage.
- B. All temp utilities for construction (including adequate lighting and 115v power for hand-tools) are the responsibility of the owner/contractor.
- C. Bridging, structural supports or any other material that is required as support for MTSI's baffle, safety ceiling, or target systems. Load points to be verified by owner/contractor to support MTSI equipment.
- D. All coordination for baffle, safety ceiling, and bullet trap (and the associated hanging provisions) is the responsibility of the owner/contractor. Meggitt Training Systems, Inc. will provide accurate submittal drawings for this purpose.
- E. Unloading and/or moving/placement of MTSI's equipment into the range area.
- F. Removal / disposal of existing equipment.
- G. Removal / disposal of lead or other hazardous waste.
- H. Relocation of existing piping, ventilation ducts, electrical conduit, etc.
- I. Any customer requested special shipping or marking/labeling requirements and any related costs.
- J. Specialty anchors or seismic type hanging devices.
- K. Concrete pads, core cuts and/or masonry patching.

Items listed above that are specifically included with this offer: **E, F (Removal Only – Disposal by Buyer)**

MTSI will not be responsible for payment of the following statutory items unless specifically included as a line item at the end of this paragraph:

- |            |          |                  |
|------------|----------|------------------|
| A. Taxes   | C. Fees  | E. Licenses      |
| B. Permits | D. Bonds | F. Other Charges |

Statutory items listed above that are specifically included with this offer: **NONE**

**IMPORTANT NOTE:** MTSI is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales tax value on any resulting purchase order.

MTSI does not claim, assert or guarantee in any way that purchased equipment is compliant with all federal, state, county, city or local "trade" or "building" codes. The owner is responsible for compliance with all local jurisdictions and codes.





Any forthcoming contract between General Contractor and Meggitt Training Systems, Inc. is preferred to be of a typical AIA subcontract format. Any deviation from a typical AIA format must be mutually agreed upon in writing.

MTSI is a non-union manufacturer. MTSI will provide prevailing wages (Davis-Bacon) or pay for union workers only if specifically included as a line item below:

### **Not Applicable – Prevailing Wage Rates Included**

The payment amount included in the attached offer shall be payable to Meggitt Training Systems, Inc. as follows:

Payment Terms are 100% net 30 days. Any deviation must be mutually agreed upon in writing.

If MTSI is not authorized by the customer to commence work on the Project within 90 days from the date of the Contract and subject to the economic conditions of metals, MTSI shall be entitled to adjust its prices to account for increased costs to MTSI as a result of said delay.

This (Proposal/Submittal/Document) contains proprietary information and is submitted for evaluation purposes, and shall not be disclosed, duplicated or reproduced, in whole or in part, without prior written consent of an authorized representative of Meggitt Training Systems, Inc.

All drawings, specifications and other design documents prepared by Meggitt Training Systems, Inc. and its consultants in connection with the Project are the property of Meggitt Training Systems, Inc. Meggitt Training Systems, Inc. shall retain all common law, statutory and other rights, including all copyrights, related to said design documents. The General Contractor shall not use the design documents on other projects without the specific written consent of Meggitt Training Systems, Inc.

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\*Note 1: MTSI reserves the right to make modifications in the design of its products without prior notification.

\*Note 2: The Terms & Conditions listed herein are not all inclusive. The Meggitt Training Systems, Inc. (MTSI) Standard Terms & Conditions [MTSI-dom-001rev4-9-11-2015] incorporated by reference herein shall apply. If the Seller is awarded the contract/purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. MTSI shall provide the Terms & Conditions upon request.

---

### **Please submit signed proposal by email, fax, or mail to:**

**Email:**

[MTSContracts@Meggitt.com](mailto:MTSContracts@Meggitt.com)

**Fax:**

678.288.1515

Attn: Contracts Dept.

**Mail:**

Meggitt Training Systems, Inc.  
Attn: Contracts Dept.  
296 Brogdon Road  
Suwanee, GA 30024-8615



## COUNCIL AGENDA ITEM

CA-R

**Department:** Police Department

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Steve Menke/Stephanie Creed

**Subject:** Acceptance of proposal and consideration of award of contract to CCS for the Updates on the Audio/Visual Equipment, Computers, and Software in the Police Main Investigations Conference Room.

**Key Result Area: Public Safety**

**Executive Summary:** One (1) proposal was received on November 8, 2016 for the installation of updated audio/visual equipment, computers and software in the Police main investigations conference room.

There is a need to update audio and video related equipment in the main investigations conference room. Upgrades will provide optimal viewing within the room as well as inter-connectivity with other cities operations centers, including, but not limited to, Emergency Operation Center and Department of Corrections. Updates will include computer hardware, wireless network connectivity, video monitors and projectors, and video distribution software.

Staff recommends award to CCS.

184 vendors were notified. No Olathe vendors can provide the equipment required.

**Fiscal Impact:** Funding for the updated audio/visual equipment computers and software in the Police main investigations conference room is from War Room technology project account in the amount of \$71,949.96

**Recommendations/Options/Action Requested:** Acceptance of proposal and award of contract to CCS for the purchase and installation of the updated audio/visual equipment, computers and software for the Police Main Investigations Conference room.

**Attachments:** Project Pricing

CITY OF OLATHE  
RFP-16-4365

AUDIO/VISUAL EQUIPMENT, COMPUTERS AND SOFTWARE – POLICE MAIN INVESTIGATIONS CONFERENCE ROOM

PRICING INFORMATION

All vendors must submit pricing below. Pricing is required to be provided as a separate electronic document saved to PublicPurchase.

DESCRIPTION	
Audio/Visual Equipment, Computers and Software - Police Main Investigations Conference Room .	\$ 71,949.96
Itemize Installation vs Materials	Eq: 58,801.51 Instal: 13,148.45

## COUNCIL AGENDA ITEM

CA-S

**Department:** Public Works

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Mary Jaeger, Stephanie Creed

**Subject:** Acceptance of bid and consideration of award of contract to R.E. Pedrotti Company for Supervisory Control and Data Acquisition (SCADA) system maintenance for the Environmental Services Division of Public Works

**Focus/Perspective**                      Utility                      **Area:**                      Services

**Executive Summary:** Johnson County, Kansas competitively issued an RFP and awarded a contract to R.E. Pedrotti for SCADA System Maintenance Services. This contract is available for use by the City of Olathe. R.E. Pedrotti has been the City's SCADA system maintenance vendor since 2010. R.E. Pedrotti has performed satisfactorily on all current and previous contracts.

This contract includes services for preventive and corrective maintenance and calibration of the SCADA System on-line instrumentation analyzers and ancillary equipment at the Curtis Street Pump Station, Water Plant No. 2, Harold Street Wastewater Treatment Plant, Cedar Creek Wastewater Treatment Plant, and all other locations where similar equipment is to be maintained throughout the City. This equipment generates information that is sent to Kansas Department of Health and Environment (KDHE) and the Environmental Protection Agency (EPA), so it is vital that this equipment is calibrated accurately and is functioning properly.

**Fiscal Impact:** \$95,000 to come from Water Production, Harold Street Wastewater Treatment Plant and Cedar Creek Wastewater Treatment Plant Operating Budget.

**Recommendations/Options/Action Requested:** Acceptance of bid and consideration of award of contract to R.E. Pedrotti Company for SCADA System Maintenance.

**Attachments:**                      Pricing List

JCI CONTRACT 2016-004 SCADA.

12/19/16

FORM 6 – LABOR AND MATERIALS MARKUP Page 1 of 5

## SCHEDULE OF HOURLY BILLING RATES

PERSONNEL CLASSIFICATION	Maximum Hourly Rate Billing		
	REGULAR HOURLY RATE	OVERTIME/ WEEKEND HOURLY RATE	EMERGENCY (2- HR RESPONSE TIME) HOURLY RATE
	\$/Hour <sup>1</sup>	\$/Hour <sup>1</sup>	\$/Hour <sup>1,3</sup>
Principal/Owner	\$175	\$175	\$175
Project Manager	\$150	\$150	\$150
Senior Engineer	N/A	N/A	N/A
Engineer	N/A	N/A	N/A
Senior Programmer/Integrator	\$135	\$200	\$270
Programmer/Integrator	\$135	\$200	\$270
Designer/Drafter	\$90	\$90	\$90
Service Technician	\$100	\$150	\$200
Estimator/Submittals Coordinator	\$80	\$80	\$80
Clerk/Typist/Secretary	\$50	\$50	\$50

## MATERIALS MARKUP

Total Cost of Materials (Per Authorization)	Percentage Markup on all Materials <sup>2</sup>
\$0-\$5,000	25%
\$5,001-\$20,000	20%
\$20,001+	20%

## Notes:

<sup>1</sup>Labor rates include travel costs to and from site; if applicable.<sup>2</sup>Materials markup shall be calculated by multiplying the total cost of materials for a given authorization by the corresponding decimal percentage markup + 1 (Example: 15% markup on \$100 = \$100\*1.15 = \$115).<sup>3</sup>Emergency rates shall be applicable to after-hours emergency requests and during working hours if previously agreed to by JCW.

All other expenses including local vehicle mileage, local and long distance telephone, fax, cell phones, printing, reproduction, computer use, photographs, video, software use, postage, delivery, contract accounting, and miscellaneous shall be included in the hourly labor rates above, and shall not be billed or reimbursed separately.

## COUNCIL AGENDA ITEM

CA-T

**Department:** Resource Management

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Mary Jaeger/Stephanie Creed

**Subject:** Acceptance of Bid and consideration of award to contract to Murphy Tractor and Equipment Company for the purchase of a Wirtgen 120CFi milling machine for the Street Maintenance Division of Public Works.

**Focus/Perspective Area:** Transportation

**Executive Summary:** On February 8, 2017, one (1) bid was received for the purchase of a current production model Wirtgen 120CFi milling machine and one (1) bid was received for a slightly used model Wirtgen 120CFi.

The Street Maintenance Division of Public Works repairs approximately 45,000 square yards of failed street base each year as a street preservation best practice. The replacement of this cold mill unit will allow Street Maintenance to continue to run base repair crews efficiently during the construction season. This new machine is larger and more powerful for increased productivity in the removal process leaving more resources to replace the asphalt solidifying the base. The Tier 4 engine is engineered for much quieter operation improving communication within the crew and reducing the disruption to residents in the affected areas.

Murphy offered a machine built for a show in Europe. It has 60 hours on it and has been used for one demonstration. Being built for the show it has all the options built in, the options include optical leveling, dust reclamation and built in tools to complete daily cutting bit maintenance. The options total over \$60,000. The machine was priced as a base unit and a \$41,000 discount was given as a used item.

Staff recommends award to Murphy Tractor and Equipment for the slightly used unit as it meets all specifications for the milling machine.

The Milling Machine is an addition to the Vehicle and Equipment Replacement Fund (VERF). The VERF fund balance will cover the initial purchase of \$351,130.68, and the department will pay a double lease fee back into the VERF.

Five (5) local vendors were notified of this bid, four (4) do not provide this type of equipment and one (1) does not provide a unit that meets the specifications.

**Fiscal Impact:** \$351,130.68. Funding will come from the Vehicle and Equipment Replacement Fund project 16-1531-91. Purchase price of \$441,130.68 less \$90,000.00 from the trade in of a 2012 Bomag Mill equipment number 43 41 5073.

**Recommendations/Options/Action Requested:** Award of contract to Murphy Tractor and Equipment Company for the purchase of a Wirtgen 120CFi milling machine for the Street Maintenance Division of Public Works.

**Attachments:** Bid Tabulation

ATTACHMENT - BID TABULATION

City of Olathe, KS  
IFB #17-4017 - Milling Machine  
February 8, 2017 - 10:00 AM

				Murphy Tractor & Equipment Co. Kansas City, MO	
Item	Description	Qty	Unit	Unit Price	Total Price
1	New, unused, current production model Wirtgen120CFi, or equivalent, per bid specifications	1	EA	\$ 496,125.00	\$ 496,125.00
2	Used/Demo model Wirtgen120CFi, or equivalent with less than 200 hours	1	EA	\$ 441,130.68	\$ 441,130.68
3	Pricing for trade-in of 2012 Bomag 1200	1	EA	\$ 90,000.00	\$ 90,000.00

Recommended award

## COUNCIL AGENDA ITEM

CA-U

**Department:** Public Works

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Mary Jaeger/Stephanie Creed

**Subject:** Consideration of renewal of contract to Stanion Wholesale Electric Company for the purchase of LED Lighting for the Traffic Division of Public Works.

### **Key Result Area: Transportation**

**Executive Summary:** On January 11, 2016, two bids were received for the purchase of Light Emitting Diode (LED) lighting for the Traffic Division of Public Works. This lighting is used for fixture replacement and as part of the streetlight LED Conversion project.

The LED conversion project is a multi-year project that was approved by Council on January 6, 2015 with Resolution 15-1010. The project was approved to receive a total of \$1,865,000 in GO Bond funding over the course of 5 years beginning in 2015.

The technology for LED lighting continues to improve which has resulted in a more efficient and longer life cycle. The improved fixtures use less LEDs so power consumption is lower and also reduced pricing by approximately 10%.

Staff recommends renewal of contract with Stanion Wholesale Electric Company for a one-year period.

Stanion Wholesale Electric Company is an Olathe vendor.

**Fiscal Impact:** Expenditures for 2017 are estimated to be \$712,500.

Funding for the original Olathe LEDs will be from the Streetlight Conversion Project, 3-C-009-15, as listed in the 2016 CIP. Funding includes:  
GO Bonds - \$440,000

Funding for the KCPL LEDs will be from the KCPL Streetlight Buyback Project, 3-C-009-13. Funding includes:  
GO Bonds - \$272,500

**Recommendations/Options/Action Requested:** Consideration of renewal of contract to Stanion Wholesale Electric Company for the purchase of LED Lighting for the Traffic Division of Public Works.

**Attachments:** None

## COUNCIL AGENDA ITEM

**PW-A**

**Department:** Public Works – City Planning Division

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Amy Kynard, Senior Planner

**Subject:** Consideration of Ordinance 17-10 for a rezoning (RZ-16-011) from Johnson County RUR to AG (Agricultural) for Madison Falls on 106.40± acres; located in the vicinity of 167<sup>th</sup> Street and U.S. 169 Highway.

**Focus/Perspective Area:** Economic Viability

**Executive Summary:** The applicant requests approval for a rezoning of 106.40± acres from Johnson County RUR to AG (Agricultural) for Madison Falls. The purpose of this request is to give the property a current City zoning designation that would serve as a holding zone until future zoning and development proposals are submitted for the property. The property is located in the vicinity of 167<sup>th</sup> Street and U.S. 169 Highway.

The property was approved for annexation at the December 20, 2016 City Council meeting (ANX-16-002). There is no development plan associated with this request; the property would remain in its current agricultural state until an alternate proposal is identified and submitted for consideration.

This application is related to application RZ-16-012 for Madison Falls Apartments, which is recommended for denial on the same agenda. However, RZ-16-011 is recommended for approval since it would rezone the property to a City zoning district and does not propose any development at this time. This application is therefore consistent with both the *Unified Development Ordinance* and *Comprehensive Plan*.

At the January 23, 2017 public hearing, no citizens spoke for or against the project. The Planning Commission voted 6-0 to recommend approval of RZ-16-011 for the reasons indicated on page 14 of the 1/23/2017 Planning Commission minutes.

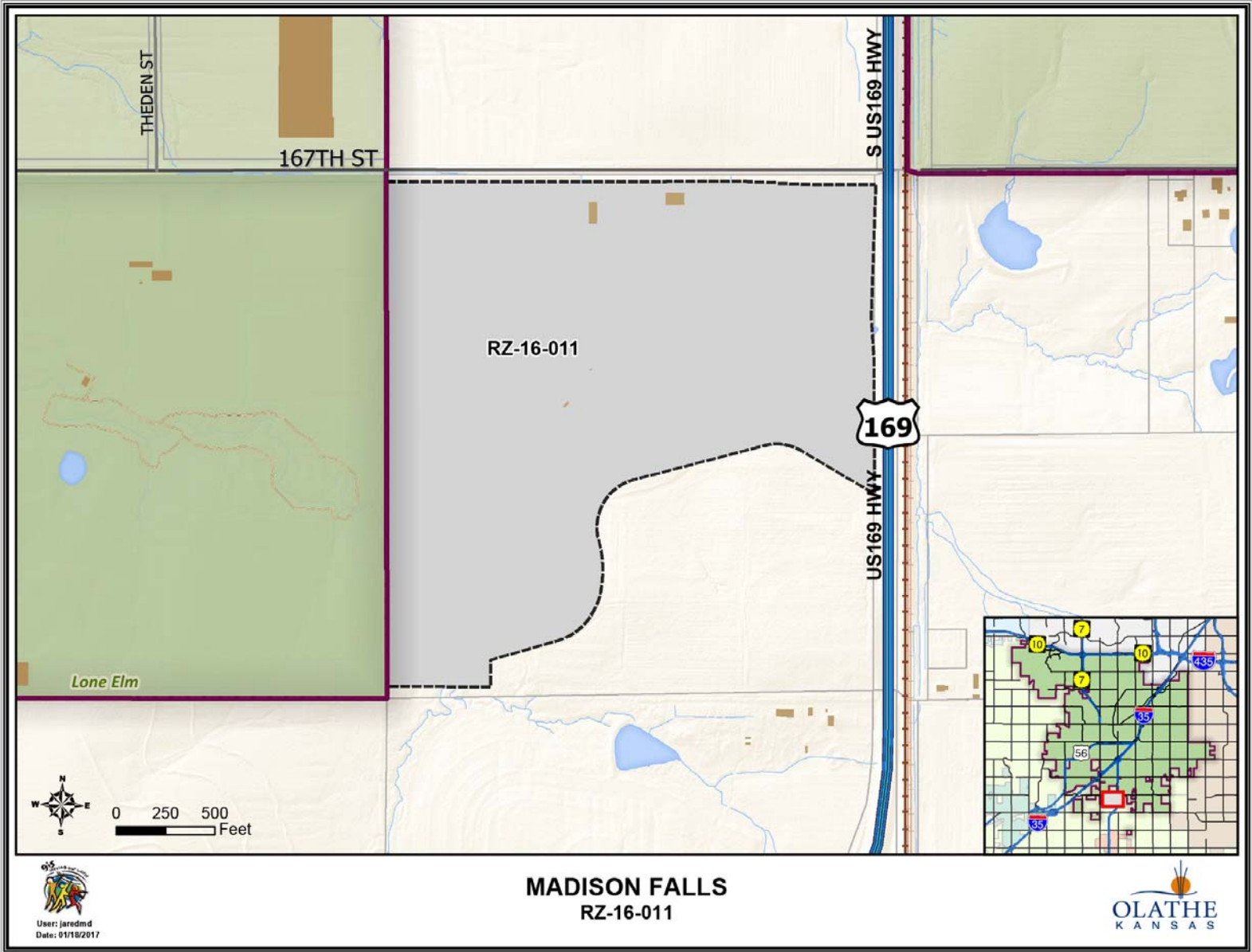
**Fiscal Impact:** None

**Recommendations/Options/Action Requested:**

1. Approve (4 positive votes required) Ordinance No. 17-10 to rezone 106.40± acres from Johnson County RUR to AG (RZ-16-011) as recommended by the Planning Commission.
2. Deny (5 positive votes required) Ordinance No. 17-10 to rezone 106.40± acres from Johnson County RUR to AG (RZ-16-011) for reasons outlined by the Governing Body.
3. Return the request to rezone 106.40± acres from Johnson County RUR to AG (RZ-16-011) to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

**Attachments:**  
A: Maps  
B: 1/23/2017 Planning Commission Minutes  
C: Ordinance No. 17-10









User: jaredmd  
Date: 01/10/2017

MADISON FALLS  
REZONING  
LOCATED AT THE SW CORNER OF  
167TH ST & US 169 HWY

**RZ-16-011**

GENERAL LAYOUT





City of Olathe  
City Planning Division

## MINUTES

### Planning Commission Meeting: January 23, 2017

<b>Application:</b>	<b><u>RZ-16-011:</u></b> Rezoning from Johnson County RUR to AG for 106.404± acres for Madison Falls.
<b>Location:</b>	Vicinity of 167 <sup>th</sup> Street and U.S. 169 Highway
<b>Owner:</b>	Clear, Mark A. Rev Trust / Mark Clear
<b>Applicant:</b>	RKF Investments, LLC / Dave Rhodes
<b>Engineer:</b>	CFS Engineers / Aaron Gaspers, P.E.
<b>Staff Contact:</b>	Amy Kynard, AICP, Senior Planner

<b>Current Zoning:</b>	<u>Johnson County RUR</u>	<b>Current Use:</b>	<u>Agriculture/Vacant</u>
<b>Proposed Zoning:</b>	<u>AG (Agricultural District)</u>	<b>Proposed Use:</b>	<u>Agriculture/Vacant</u>
<b>Site Area:</b>	<u>106.40± gross acres</u>	<b>Plat:</b>	<u>(unplatted)</u>

	<i>PlanOlathe</i> Land Use Category	Existing Use	Current Zoning	Site Design Cat.	Building Design Cat.
<b>Site</b>	<b>Employment Area &amp; Primary Greenway</b>	<b>Vacant / Agriculture</b>	<b>RUR (request AG)</b>	<b>5</b>	<b>E</b>
<b>North</b>	Industrial Area	Vacant / Agriculture	RUR	[6]	[E]
<b>South</b>	Employment Area*	Agriculture / Nursery	RUR	[5]	[E]
<b>East</b>	Conventional Neighborhood & Greenways	Vacant / Agriculture	PEC3	[1]	[A/none]
<b>West</b>	Primary Greenway	City Park	RP-1	NANESTHE SIA	N/A

\* This application is related to application RZ-16-012, which is also scheduled for consideration at the January 23, 2017 meeting. RZ-16-012 proposes a Mixed Density Residential Neighborhood immediately to the south of this property, with Employment Area remaining farther to the south. The Employment Area category would put the development in Site Design Category 5 and Building Design Category E; however, if RZ-16-012 is approved, a Mixed Density Residential Neighborhood would put that development in Site Design Category 3 and Building Design Category B.

**1. Comments:**

The applicant requests approval of a rezoning from Johnson County RUR to AG (Agricultural District) for 106.404± acres. There is no development proposed at this time, although this application is related to application RZ-16-012 for an apartment complex on the adjacent parcel. These two applications total approximately 160 acres, which was approved to be annexed on December 20, 2016 by Ord. 16-71 (ANX-16-002).

The applicant has met with staff a number of times over the past couple of years to discuss concepts for the entire 160 acres, but is not ready to move forward with anything on the north portion yet. The 54-acre tract containing the lake would be used for stormwater management and recreational facilities for the entire 160 acres. The area south of this tract is proposed for rezoning to R-3 (see application RZ-16-012, also scheduled for consideration at the January 23, 2017 meeting). The developer's concept for the remaining 70 acres north of the lake is still evolving, but may include some combination of commercial, office, or light industrial uses. The developer has also been in communication with City Parks Department staff regarding a possible future expansion of Lone Elm Park into part of this area.

**2. Neighborhood Meetings:**

A neighborhood meeting for this application was not required, because there are no residences within 500 feet of the property. Notification letters were mailed to property owners within 1,000 feet in accordance with *Unified Development Ordinance* (UDO) requirements.

**3. Zoning Requirements, Composite Design Standards, and Development Standards:**

No development is proposed at this time, but any development within an AG district would be subject to the applicable standards within the *Unified Development Ordinance*, including (but not limited to) the dimensional standards of UDO 18.20.050, the composite design standards of UDO 18.15, and the development standards of UDO 18.30.

**4. Utilities:** Water service is provided by WaterOne, and the City of Olathe provides sanitary sewer service to this area. Sanitary sewer extensions would be required for any proposed development, subject to approval by the City of Olathe Public Works Department. The applicant would need to coordinate with WaterOne to extend water service to the property. Any future development must provide adequate public facilities in accordance with *Unified Development Ordinance* (UDO) 18.30.040.

**5. Stormwater:** Runoff from the site is directed to a large pond and stream located in the center of the development. The pond may be modified to provide detention for the site, and water quality features will be required per the City's water quality requirements (Title 17 of the Municipal Code). The pond and stream are located within the FEMA 100-year floodplain, and the applicant will be required to demonstrate that any future development will not increase the flood depths on adjacent properties.

**6. Streets:** Additional right-of-way will be required for 167<sup>th</sup> Street. The width will be determined at the time of final plat approval and will be based upon the ultimate intersection improvement plans for 167<sup>th</sup> Street and US 169 Highway. A north-south collector roadway will be required along the west property line to connect 167<sup>th</sup> Street to the proposed R-3 zoning (RZ-16-012). Because the collector road is necessary for access



to the proposed R-3 zoning, it would be constructed with that development, if approved. If that development is denied and/or the road is not constructed in conjunction with the proposed R-3 project, the north-south collector road is still needed for connectivity in accordance with the Major Street Map, and may therefore be a requirement of any future development on this subject property.

A westbound left turn lane and an eastbound right turn lane shall be provided at the intersection of the north-south collector and 167th Street in accordance with the City's Access Management Plan at the time the north-south collector is constructed. Additionally, the right-of-way at the intersection of the north-south collector and 167th street shall be widened to 80' on the north-south collector in accordance with the City's access management plan.

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

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

Staff recommended that the applicant annex this portion of the property at this time even though there are no immediate plans to develop it. While the proposed agricultural zoning district may be inconsistent with the Future Land Use Map's designation of Employment Area, it is a logical choice for a holding zone within an Employment Area where the actual development plans are uncertain.

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

The neighborhood does not have an established architectural character. There is no development proposed at this time, but the proposed zoning is consistent with other zoning districts in the area.

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

The proposed zoning and use are consistent with the current zoning and use of nearby properties.

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

The current and proposed zoning districts are very similar; the reason for rezoning is to remove the nonconforming County zoning and establish a City zoning district for regulatory purposes. The property is suitable for the zoning and uses, existing and proposed.

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

The property has been used for agricultural purposes, which is consistent with its current and proposed zoning. Rezoning would be required to develop the property for other uses.

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

The proposed rezoning is not anticipated to detrimentally affect any nearby properties.

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

There is no development proposed at this time, and the proposed zoning is essentially the same as the existing County zoning district. Staff does not anticipate any harm to the value of nearby properties.

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

The proposed use is the same as the existing use, and should therefore have no impact on the road network or parking.

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

Again, the proposed use is the same as the existing use. There should therefore be no impact to pollution or environmental harm. Any future development would be required to follow all regulations and codes pertaining to prevention of pollution and environmental harm.

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

There is no proposed development, so staff does not anticipate any economic impact.

***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.***

Because there is no proposed development and the proposed use is the same as the existing use, there should not be any impact on public health, safety or welfare. The property owner might have more difficulty utilizing the property for the same uses in a nonconforming zoning district (if the application is denied) than a conforming one (if it is approved).

***L. The recommendation of professional staff.***

See below for staff's recommendation.

***M. Any other factors which may be relevant to the application.***

The staff report analyzes this application in detail, including any other factors that may be relevant.

**8. Staff Recommendation:**

A. Staff recommends approval of RZ-16-011 for the following reasons:

- 1) The proposed development generally complies with the Goals, Objectives and Policies of the Comprehensive Plan.

- 2) The application meets the *Unified Development Ordinance* criteria for considering zoning applications.
- 3) The application removes a nonconforming zoning designation without proposing any changes to the use or development of the property.

Chairman Vakas: This was continued from our December 12, 2016, Planning Commission meeting. Ms. Kynard, may we have a staff presentation?

*Amy Kynard, Senior Planner, appeared before the Planning Commission and presented the staff report, as follows:*

Ms. Kynard: I'm actually going to be presenting on the next item at the same time.

Chairman Vakas: So, we're going to hear RZ-16-011 and RZ-16-012.

Ms. Kynard: Correct. These two cases are related. They are both for the same section of property. RZ-16-011, on the map on your screen you can see that it's in the north and west parts of that quarter section. RZ-16-012 is more the southeast part of that. This is located at the southwest corner of 167<sup>th</sup> Street and US-169 Highway. At this point on US-169 Highway, it's also called K-7. So, in some areas it may be called K-7, and in some, US-169 Highway, just in case that confuses anybody.

So, RZ-16-011 for the larger acreage, which is approximately 106 acres, is to be rezoned from Johnson County Rural zoning district to the City Agricultural District. RZ-16-012, the request is to rezone to the R-3 zoning district, along with a related preliminary development plan for apartments.

On this map, you can see the aerial photo as well as the City zoning map. All of the areas where you don't see colors over the map are unincorporated Johnson County, so this is not entirely rural county zoning. Immediately to the west is Lone Elm Park, for reference purposes. You can see on the Comprehensive Plan, the Future Land Use Map shows this property for employment area and primary greenway going through it.

The preliminary development plan for the R-3 zoning would be for 514 apartment units. This would be a density of approximately 11.26 units per acre. The property is limited somewhat by the lake, which you can see in this area. Here, there is an existing lake, and then, access is restricted where they cannot gain access to US-169 Highway because that's not allowed by KDOT. To the west is Lone Elm Park. So, they do have some limitations as far as getting access to the property. With this number of units, it's very important for emergency access and building codes to have multiple access points. So, the applicant would be constructing a new collector street, which is 171<sup>st</sup> Street, just to get to the property. They have proposed to take this street west to Lone Elm Road. This is Lone Elm Park, so from the south edge of the development, all the way over to Lone Elm.

City staff is recommending that instead of going west along the south side of the park, that the collector street would instead go north/south along the west edge of the property, up to 167<sup>th</sup> street. This is a requirement of the Major Street Map and Access Management Plan of the Comprehensive Plan.

Regarding back-up access, since this would still be only one way to get to the development, for emergency access purposes, they are proposing an emergency access only connection here at the southeast corner of the property. This would have to be gated because it would not be safe or allowed by KDOT for traffic to go through there, but it could potentially allow emergency access only. Some concerns from staff about that: While it does provide a second access point, it would need to be capable of supporting emergency access vehicles; it would need to be



maintained at all times; plowed during snow storms; and there would need to be turn lanes to provide safe access for emergency vehicles to get in and out of there. So, we still have some concerns that we have not received verification from KDOT that even the emergency access drive would be allowed.

This is a closer view of the preliminary development plan for the apartments. Again, there's 514 units. There would be two clubhouses with a variety of amenities, including volleyball and basketball courts, and a swimming pool. High-quality design as far as the amenities go. There will be internal garages and driveways for a number of those units, as well as some surface parking available. There would also be a trail system throughout the development, which would allow people to gain access to other areas, such as to walk around the lake or to potentially access over to Lone Elm Park.

The building elevations submitted showed that there will be both two-story and three-story buildings. The three-story buildings would be located near the center of the site, with the two-story buildings around the perimeter. So, these elevations were designed to meet our building design criteria. It looks like there may be a few adjustments needed with the final development plan, but nothing very significant, if this were to move forward.

However, staff is recommending denial of the preliminary development plan and rezoning for the R-3, for the apartments, due to inconsistency with the Future Land Use Map. Which I really glossed over, but the [inaudible] area on the proposal would be more consistent with a mixed density residential neighborhood. The development does not provide the required north-south collector street, and the emergency access, connectivity and traffic circulation are not up to what the City would require for that type of development.

The Agricultural zoning would basically be removing a non-conforming district. There's no development proposed. Staff has no concerns with the agricultural zoning and does recommend approval of RZ-16-11.

Chairman Vakas: Very good. Just to make sure I'm reading this correctly, as it relates to RZ-16-011, the rezoning from RUR to AG, it's not controversial, there's no development plan associated with that; staff is recommending approval.

Ms. Kynard: That's correct.

Chairman Vakas: With RZ-016-012, which is rezoning tied to the site development plan, that's where you all have a problem, and you're recommending disapproval. It's a land use decision for a variety of reasons, but the proposed development does not conform with the future land use plan of the City.

Ms. Kynard: Yes. The reasons are outlined in detail, but that's one of the major reasons, yes.

Chairman Vakas: Thank you. Commissioners, questions for staff?

Comm. Rinke: Could you put the map back up? Help me understand what the proposal was on the road. Was 171<sup>st</sup> to be constructed all the way from US-169 Highway to Lone Elm?

Ms. Kynard: So, if you can imagine the apartments within this area, outlined in blue here, 171<sup>st</sup> Street would be constructed with a cul-de-sac approximately here. And then, it would be constructed all the way over to Lone Elm Road.

Comm. Rinke: When I read the report, I didn't get that. But, that section to the west there, that half portion of it, that would actually go through the park there?

Ms. Kynard: Yes.

Comm. Rinke: Could you draw where Lone Elm Park is, roughly?

Ms. Kynard: It's this entire red area here. That's Lone Elm Park. This is what they're proposing for the alignment. This would require some land from the park to go towards that road.

Comm. Nelson: But you're proposing a variation on that by having it head north, correct?

Ms. Kynard: Correct. And I apologize this wasn't included in the packet a little better. I think there was some miscommunication that was published. So, this is approximately where staff would recommend. Staff would propose that 171<sup>st</sup> Street be constructed as proposed to right here where the park begins. It would be stubbed there for a future connection to the west, but with this development, they would be providing this important north/south connection, which is needed to provide access to these properties.

Comm. Nelson: Just for clarification. Obviously, we can't go onto the state highway. KDOT wouldn't allow an exit from the property or an entrance from the property to the highway, correct?

Ms. Kynard: Correct.

Comm. Nelson: Okay. So, that leaves us with either north, which can't be done feasibly because of the greenway and stream, correct?

Ms. Kynard: What we're [inaudible] for, for that connection north through the streamway, is what staff is recommending.

Comm. Nelson: My big concern here with what we're talking about is, if the road north and south that we're talking about has an accident on it, the only access point to this property is that road. So, nobody can get in or out of the property until that accident is cleared. Is that correct?

Ms. Kynard: Correct. Regardless of which way the road goes, if that road were to become blocked, that's the only way in and out.

Comm. Nelson: Because ultimately, we've still got one emergency access point. I mean, there's two out of the complex, but to access the complex, there's really just one access. To me, that is not just an inconvenience of time, but it's also a substantial safety issue. Because if you have an emergency on the road and an emergency in the complex, there's no accessibility there. I see some real safety issues here, and I'm torn about, yes, we have two entrances to the property, but we only have one access to the road that leads to the property. That's just one thing I needed to get some clarification on.

Ms. Kynard: Right. The plan would eventually be for collectors through the entire section here. There would be more connections this way, and this way. However, unless there was some other system, a secondary system through there, there would be a stretch where that was true.

Chairman Vakas: Any other questions for staff? [None.] Thank you. Let's declare the public hearing open. Would the applicant please step forward?

*Katherin Steinbacher, CFS Engineers, appeared before the Planning Commission and made the following comments:*

Ms. Steinbacher: I'm representing Wheatland Investments, the Rhodes family.

Chairman Vakas: Ms. Steinbacher, I would remind you of the seven-minute limit, and we are talking to both of these items simultaneously, so please, if you would.

Ms. Steinbacher: Thank you. This presentation will address two items – the request for rezoning, and the alignment of the public roadway. I'd like to begin by sharing the vision for Madison Falls. Madison Falls creates a holistic development that highlights the natural features and topography of this site; protects and maintains the existing historic and environmental resources; expands Lone Elm Park and the sports complex; offers a hotel and commercial

facilities; and provides a residential community that supports the adjacent expanded industrial and warehouse areas.

On your desk you should have a copy of the slides from this presentation, and while I don't believe that the time limit this evening allows us to review items in much detail, I do encourage you to take a look at the information, and if you have questions or discussion, please stop me, or address them after the presentation. The timeline here serves to highlight that the project has been in development for over two years, and that the applicants have shown continued flexibility and willingness to work through various obstacles in order to realize their vision for this site.

I'll now address staff's recommendation for the denial of the rezoning. As you are aware, the current Comprehensive Plan was adopted in 2015. This update of the plan occurred during the time that the Madison Falls project was already in development. As can be seen from this graphic, the update removed all of the mixed used residential designation that had previously been located in the area. It essentially eliminated any residential support for the expanded industrial and employment areas. The applicants are of the opinion that it is essential to provide housing options for the workforce that will be meeting the needs of this area's expanded industrial and warehouse applications. And if Olathe does not provide this housing, the workforce will most likely go down the road to Gardner or Spring Hill, with Olathe missing out.

This graphic shows three significant topographic features of the Madison Falls site: The large lake right in the middle of the parcel; an existing wetland, wooded, natural area along the southwestern corner; and the existing Lone Elm Park and sports complex directly west of the site. The Madison Falls development not only accommodates these features, but highlights them. An industrial or warehouse development just does not work on this site. In fact, previous developers have been uninterested in this site for the industrial and warehousing applications due to the existing lake and wetlands that essentially split the site, and the fact that no access will be allowed onto K-7/US-169 Highway.

As Amy mentioned, the type of construction that is proposed for these apartments will be of the highest quality, including amenities. It's also important to point out that the Madison Falls development will employ over 100 individuals when fully developed. And, just a quick reminder about the application of the Comprehensive Plan as it relates to any development. The plan states that it is intended as an advisory guide when evaluating future development proposals, and is not intended to be used on a parcel-by-parcel level.

Staff cites gains to public health, safety and welfare by the denial of the rezoning request, and the applicants would not only disagree with this reasoning, but they posit that there would be an actual gain to public health, safety and welfare by approval of the Madison Falls development, for several reasons. The Madison Falls vision includes construction of trails, parks, dog parks, and the expansion of Lone Elm Park and the sports complex, all of these supporting healthy lifestyles. The new trails and paths will also offer guideposts and signage, providing educational benefit similar to those existing within Lone Elm Park. The existing environmental and historic resources are an integral part of the vision of Madison Falls. Environmental assessments have identified almost 20 acres of protected wetlands, streams and water bodies on this site. Santa Fe, Oregon and California Trail crossings have all been identified. The Madison Falls development will not only maintain and protect these resources, but highlight them. In summary, the applicants believe that they have shown how the Golden Rule Criteria have been met, and they respectfully request that the R-3 zoning be approved.

I'll move right into the second portion of the presentation, which will address the alignment of the public roads. We present two alternate alignments and a matrix outlining benefits for each option. As Amy discussed, Road Alignment A is the option supported by staff, constructing an east-west collector road along 171<sup>st</sup> Street, and traversing through the existing wetlands area to

run north-south along the site's western perimeter up to 167<sup>th</sup> Street. Road Alignment B would construct an east-west collector road along 171<sup>st</sup> Street, all the way to Lone Elm. Our traffic engineer's analysis indicates that either option successfully meets the needs of the overall road network. Larger copies of these maps are available if you would like to take a look at them.

Staff has indicated concern regarding emergency access to the site. The Madison Falls development meets international fire code requirements and offers two separate access locations to the southern portion of the site: Access #1 from either the west or the north, depending on the road alignment; Access #2 from the east, with emergency entrance off of K-7/US-169 Highway and an access road. The developer would be responsible for the maintenance of the access road and signage would be provided along K-7/US-169 Highway for emergency vehicles. It's also important to note that there would be sprinklers in all buildings.

This matrix here compares the pros and cons of each of the road alignments as it relates to several topics of interest. I'll highlight a few of the items; again, I don't think we have time to go through the entire matrix, but we can come back to it if there are additional issues you wish to discuss. One highlight is the maintenance and protection of existing environmental resources with Road Alignment B. This map shows the results of the preliminary wetlands and jurisdictional waters assessment. As you can see, the construction of Road Alignment A would travel through a significant amount of existing wetlands and jurisdictional waters area. It would necessitate filling of the flood plain, as well as extensive wetlands and stream mitigation.

Another highlight is the expansion of Lone Elm Park and sports complex with Road Alignment B. The applicants have been working with Parks & Rec staff to expand the sports complex. Road Alignment A would not allow for this expansion, for a couple of reasons. One, the road would cut directly through the middle of the expansion, right up here. Two, the higher financial cost of Road Alignment A would prohibit the applicants from being able to offer the expanded sports complex development. Throughout the project process, the applicants have conducted a public involvement program in order to cooperate with various stakeholders. The Olathe Historical Society, Kansas State Historical Society, Kansas Department of Wildlife, Parks and Tourism, and City's Parks and Recreation Department, have all expressed support for Road Alignment B.

In summary of this portion of the presentation, the applicants believe that they have shown that Road Alignment B offers the greatest benefit, and they respectfully request that Road Alignment B be supported on the preliminary development plan.

We thank you again for the opportunity to share this information. We're happy to address any questions you may have. The applicant is present this evening, as well as additional engineering staff.

Chairman Vakas: Thank you. A good presentation. You talked to the salient points very effectively. Commissioners, questions for Ms. Steinbacher?

Comm. Freeman: A lot of great information. I see the value in some of your points, and I'm very interested in seeing this development find a way to work out. The expansion of the soccer complex, is that something that has been addressed with City staff, from Parks & Recreation?

Ms. Steinbacher: Yes. I can let Dave speak to that if you like. He's the developer here. I will also point out that the graphic that we used was actually received from Olathe Parks & Recreation staff.

Comm. Freeman: Is that land going to be donated?

*Dave Rhodes, Wheatland Investment, 335 West Madison, appeared before the Planning Commission and made the following comments:*

Mr. Rhodes: We've discussed purchasing, leasing, land lease – all kinds of options. We just feel like if we don't take this opportunity to expand it now, I don't want to see more warehouses. There's plenty of warehouses directly across the road, and I think there needs to be some green space. Our biggest vision that we had in this, here's a natural feature of a 56-acre lake that should be highlighted. You know, when people go to a soccer complex, go to a place to enjoy weekends and evenings, not only youth but seniors that want to play adult soccer, there's a beautiful lake that we're going to put a walking trail all the way around. So, we would like to work out some way on this road alignment issue. We feel like there are two accesses – the emergency access to Highway 7/US 169, and our proposal to go to Lone Elm Park. I think if we build that road to Lone Elm Park, I think it will open up the southern part of this property. It's the Lowe's family, and the nursery that used to be there.

Comm. Freeman: You're definitely talking my language. I agree with you, and I'd love to see the City use assets such as lakes and other investments we've already made, and utilize those for additional development for the city.

Another question. I understand the road going east-west. I also saw staff present something to the south. Is that something that has been discussed and negotiated with the other landowner? That would ease my concerns, and I do have significant concerns around emergency vehicle access.

Mr. Rhodes: They were putting the road on our land.

*Dave Knopick, Interim Planning Manager, appeared before the Planning Commission and made the following comments:*

Mr. Knopick: I'll speak to that briefly. Beth Wright is here also and can speak to that, also. What was shown when Amy was making her presentation is merely a reflection of what our transportation plan, our major road map would like to see accomplished. Usually when we have a square mile like this or larger, we're trying to get those collector connections in. So, what Amy was placing on that map was not something that's been talked about with other property owners. It's simply to increase that access, again, to the area, so we would have that resiliency built in as these square miles would develop. Currently, there's no discussion there that I know of.

Comm. Freeman: Again, I do have significant concerns about the safety and access, and 175<sup>th</sup> Street would not require the KDOT approval. That's of specific interest to me. One last question. Again, I'm very excited about your willingness to invest in this part of Olathe, and I think it will be great. Talk to me about the hotel. I saw that mentioned. What part of the property is that slated for?

Mr. Rhodes: On the northeast corner of this, we actually had the hotel sitting more up toward the corner. When we talked to staff about the potential of 167<sup>th</sup> Street being elevated over the highway and over the railroad tracks, we actually pulled it back toward the lake so that we could then use the lake as a feature for rooms that would back up to the lake, and allow them to then have room for shouldering that elevated road in the future, and put retail on the front corner. We've tried to move and position everything over the last year and a half to two years to accommodate everything, since KDOT will not allow us to take a full – There's just a private access drive to the nursery right now, and that's all there is. There's not a formal road.

One thing I'd like to show you all is, this is Loma Vista Lake. That's the lake feature that I'm trying to emphasize. This is Lake Olathe. It's two miles by one mile before you see any collector roads. This is Heritage Lake, almost 2.5 miles by one mile. This is Cedar Lake. All I'm trying to say is, don't take a collector road right through the middle of a potential expansion of the soccer

complex. I think it would be a poor vision, from my point of view. Mill Creek Estates, the same thing. Cedar Lake. The collector roads are on the perimeter of those parks.

Comm. Freeman: Thank you for answering my questions.

Comm. Nelson: I think the presentation was very helpful, and I appreciate you sharing that. I can respect where you're coming from with the Comprehensive Plan, where you began and where it is now, etc. Can either one of you speak to where the conversation's at with KDOT regarding this concept of emergency access that's only accessible to emergency vehicles?

Ms. Steinbacher: We have reached out to KDOT. They have not indicated that they are against that. They are in the process of discussing that with the City, is our understanding. I think it's important to note – and Beth, I don't want to put any words in your mouth – but it's our understanding that the disallowance of access on US-169 Highway/K-7 comes from KDOT, but comes in response to the City's desire to, in the future, have a freeway system there. So, that is our understanding, is that we have not been allowed that access for this development due to pretty far out future plans.

Mr. Rhodes: And KDOT just got \$600 million taken away from them by the governor, and I doubt it will be three or four generations before that road eventually gets elevated, which I think would be sad for the soccer complex not to enjoy.

Chairman Vakas: We hope not three or four generations. *[Laughter.]* That's a long time. Thanks, Mr. Rhodes.

Comm. Rinke: I'd like clarification on the emergency access. If 171<sup>st</sup> Street is extended all the way from 169 Highway to Lone Elm and there's two entrances into your proposed development, there would have to be two accidents to – .

Comm. Nelson: Well, the emergency access is not public. It's gated off. It's not something residents will use.

Comm. Rinke: One of these entrances would be gated? It looked to me like there were two entrances off of 171<sup>st</sup>.

Ms. Steinbacher: Into the complex.

Comm. Rinke: And one of them is gated?

Ms. Steinbacher: No.

Mr. Rhodes: They're both open.

Comm. Nelson: With 171<sup>st</sup> itself, where it connects –

Ms. Steinbacher: I think you're talking about the larger picture of where they think, that traffic could come from other areas of the city to 171<sup>st</sup> Street, from the west.

Comm. Rinke: Right, I just want to make that clear. There are two entrances. There would have to be two accidents to completely block access to this development.

Ms. Steinbacher: Correct.

Comm. Nelson: Then maybe I'm misunderstanding. The connection from 169 Highway, because the only road to get here is 171<sup>st</sup> Street, and the only access would be from the west. Correct?

Ms. Steinbacher: For residential folks to drive, yes.

Comm. Nelson: So, part of what's holding me up – Commissioner Rinke?

Comm. Rinke: So, 171<sup>st</sup>, there's no access off of US-169 Highway –

Comm. Nelson: And we don't have permission for that yet. It's purely an inquiry stage at this point.

Ms. Steinbacher: And Amy, I don't know if it's something you had a graphic on, or whether you were just kind of drawing. I mean, the understanding is that taking this road over to 171<sup>st</sup> Street then opens up development, which is basically landlocked on the south side, and allows development to begin happening. Then there are connectors that come from the south up to 171<sup>st</sup> Street, as well.

Ms. Kynard: The yellow lines here indicate the proposed collector system as staff is proposing it. These blue dots I've drawn are roughly where the access points to the actual apartment development would be. So, there's two ways out of the complex onto 171<sup>st</sup> Street, which will cul-de-sac here. So, there will not be a connection except for a gated emergency access only connection to US-169 Highway.

Mr. Knopick: I'm going to interject, Mr. Chairman. After the applicant is done, we do have Ben Laxton with the Fire Department here, and we also have Beth Wright with Traffic. After we're done with questions of the applicant, I would suggest we bring those staff people up, too.

Chairman Vakas: Thank you. Any other questions for the applicant at this stage? [*None.*] Okay, thank you. Is there anyone else here this evening that came expecting to talk about these proposed actions? [*None.*] Let's leave the public hearing open for the moment. Would staff come forward? Ms. Wright?

*Beth Wright, Transportation Manager, City of Olathe, appeared before the Planning Commission and made the following comments:*

Ms. Wright: What you see in front of you is what we discussed with the Transportation Master Plan. As the applicant has discussed, it is the vision of the City and KDOT that in the future, US-169 Highway would transition to a freeway around 167<sup>th</sup> Street. If you think of 167<sup>th</sup> Street and US-169 Highway, there is a railroad track that sits immediately to the east side of US-169 Highway. So, we know that US-169 Highway will likely carry – Currently, it carries 32,000 vehicles a day. We anticipate that it will carry 50,000 to 60,000 vehicles a day, and it needs to transition to a freeway. We also know that arterial crossings at railroad tracks are not the best thing. That's why we have worked with KDOT to discuss what we believe is a good point to transition to that freeway area. So, we anticipate 167<sup>th</sup> Street, because that railroad sits immediately to the east, would be an overpass. We have had those discussions.

We then would anticipate having a full interchange at 175<sup>th</sup> Street that would then allow a bridge also over the railroad. So, when we talk about no access to US-169 Highway south of 167<sup>th</sup> Street, those are the reasons that we're not looking for that access.

Comm. Nelson: Just for clarification, this is due to traffic. It's not because resources have been designated in the planning, but just the nature of growth of what's happening down 169 towards Gardner, we anticipate increase of traffic, and that merits the re-designation, the need for that improvement in the future. Is that correct?

Ms. Wright: Yes.

Comm. Nelson: Okay. Thank you.

Ms. Wright: In addition, we also have discussed with you in the past the Major Street Map. On the Major Street Map, this is US-169 Highway as it comes south of I-35, which is here. We are proposing, particularly between 167<sup>th</sup> and 175<sup>th</sup> Street, if you think of that area, what's unique about this area is that US-169 Highway would not have any access. And, one mile is a large

stretch to not have any parallel access. So, we have proposed and are working toward providing a collector system at the half-mile point within that area between Lone Elm Road and US-169 Highway. That's the primary reason we're asking for that north-south collector from 171<sup>st</sup> Street to 167<sup>th</sup> Street, because we also have other development that we're seeing, where we're requiring that collector system to proceed on to the north.

Comm. Freeman: The blue lines that come to US-169 Highway, running horizontal, what do those indicate? Kind of where the lake is?

Ms. Wright: That's Cedar Lake. The area that we're discussing would be right in that area, at the point of the pen. So, the green square to the left is Lone Elm Park, and the development that's being proposed would be in that area.

Chairman Vakas: Thank you, Ms. Wright. Mr. Knopick, did we have someone from Fire?

Mr. Knopick: I know Ben Laxton is here this evening; he may have some comments, or may want to address the concerns about access.

*Ben Laxton, Fire Protection Engineer, Olathe Fire Department, appeared before the Planning Commission and made the following comments:*

Mr. Laxton: As the applicant discussed, there is a proposed secondary emergency access. The Fire Code requires two access points with a development over 200 units because of the potential for large loss. There's a significant safety concern there, even with sprinklers. A lot of times, too, with these types of residential development, the sprinkler systems proposed are allowed by the code, but do not require sprinklering in attics. They may decide to do that, but just as a point of fact, our recent large-loss fires that we've had in the city in the last year have been attic fires, lightning strikes or other things that caused large losses of buildings because of that. So, time is of the essence to get to these events, which is why we are concerned.

So, we've discussed this second access point at meetings, but as Amy pointed out in her comments, right there is the proposed access point. So, we're not necessarily opposed to this, provided that KDOT approves it, but also, we would have to work out some details. One of those is that US-169 Highway/K-7, there's a pretty high volume of traffic, and the speed limit is pretty high down there. So, we want to make sure that emergency vehicles can get off the road safely. We have lights and sirens, but still, people are coming down at a pretty high rate of speed, so we probably want a pull-off or some kind of turn lane there, but also having this set back far enough so that when we pull off, we can get a whole vehicle off the road, access-wise. The gate will probably need to be automatic, but the biggest concern is how to keep it clear during inclement weather. How do we keep it plowed up to the gate, and up to here, as well? So, those are some details we need to work out, because even though we have access here, these two entrance points here don't constitute two means of access. It only constitutes one. If there's an accident over here, we lose access to the whole development. Also, if there's a fire in this unit here, we have to stage apparatus here and here to fight that fire, which effectively closes down 171<sup>st</sup> Street, as well. So, this is really where we're very concerned, and the Fire Marshall – who could not be here tonight – expressed great concerns about this to me, and wanted to bring this up.

Comm. Nelson: So, even with that emergency access, you're still concerned because if you're operating, it limits access for residents to be able to get into that space. Is that part of what I hear you saying?

Mr. Laxton: Yes, sir. Part of it is also, if we have a fire scenario down here, as we discussed, that limits pretty much everyone getting out of this development. No one can get in or out of it, and everyone is stuck in there. So, if we had a separate medical emergency, we're limited to getting people in and out of there, as well. It presents a very constricted access to the space.



So, this is a definite possible solution, but there's a lot of details that still need to be worked out to make that work. Ideally, some of the type of access from the north or somewhere else – and I know there are site constraints that have already been discussed, but we'll do the best we can with what we have. Those are our concerns. We're not saying it's not possible, but there's going to need to be some discussions.

Chairman Vakas: Good. Thank you, Mr. Laxton. Any other questions for Mr. Laxton? [None.] Thank you, sir. Commissioners, I would entertain a motion to close the public hearing.

*Motion by Commissioner Freeman, seconded by Commissioner Nelson, to close the public hearing.*

*Motion was approved unanimously.*

Chairman Vakas: The public hearing is closed. Commissioners, let's take these in order. Let's talk about RZ-16-011 first, which is a simple rezoning from RUR to AG, for that 106 acres. Thoughts?

Comm. Freeman: I think this one is pretty straightforward and something that's necessary. I would be in favor of making a motion if there's no further discussion on that item.

*Motion by Commissioner Freeman, seconded by Commissioner Rinke, to recommend approval of RZ-16-011, for the following reasons:*

- 1) The proposed development generally complies with the Goals, Objectives and Policies of the Comprehensive Plan.
- 2) The application meets the *Unified Development Ordinance* criteria for considering zoning applications.
- 3) The application removes a nonconforming zoning designation without proposing any changes to the use or development of the property.

*Aye: Corcoran, Munoz, Rinke, Nelson, Freeman, Vakas (6)*

*No: (0)*

*Motion carried 6-0.*

**ORDINANCE NO. 17-10**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OLATHE, KANSAS, AS ADOPTED BY REFERENCE IN SECTION 18.20.030 OF THE OLATHE MUNICIPAL CODE; FURTHER AMENDING SAID SECTION 18.20.030 BY REINCORPORATING SUCH MAP AS AMENDED.**

**WHEREAS**, Rezoning Application No. RZ-16-011 requesting rezoning from Johnson County RUR to City of Olathe AG was filed with the City of Olathe, Kansas, on the 30<sup>th</sup> day of September 2016; and

**WHEREAS**, proper notice of such rezoning application was given pursuant to K.S.A. 12-757 and Chapter 18.40 of the Olathe Municipal Code; and

**WHEREAS**, public hearings on such application were held before the Planning Commission of the City of Olathe, Kansas, on the 23<sup>rd</sup> day of January 2017; and

**WHEREAS**, said Planning Commission has recommended that such rezoning application be approved.

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

**SECTION ONE:** That the Zoning Map of the City of Olathe, Kansas, is hereby ordered to be amended insofar as the same relates to certain parcels of land legally described as: A tract of land located in the Northeast Quarter of Section 23, Township 14, Range 23 in the City of Olathe, Johnson County, Kansas being more particularly described as follows:

Commencing at the Southwest Corner of said Northeast Quarter; thence North 01 degree, 59 minutes, 06 seconds West, along the West line of said Quarter Section, 60.00 feet to the North line of Proposed West 171st Street Right-of-Way and the POINT OF BEGINNING; thence continuing North 01 degree, 59 minutes, 06 seconds West, along the West line of said Quarter Section, 1259.37 feet; thence North 88 degrees, 00 minutes, 54 seconds East, 401.94 feet; thence North 43 degrees, 00 minutes, 54 seconds East, 155.64 feet; thence North 65 degrees, 46 minutes, 01 second East, 422.44 feet; thence North 34 degrees, 59 minutes, 47 seconds East, 15.21 feet; thence North 33 degrees, 34 minutes, 53 seconds East, 275.60 feet; thence North 45 degrees, 25 minutes, 43 seconds East, 464.40 feet; thence South 37 degrees, 02 minutes, 24 seconds East, 338.68 feet to a point of curvature; thence Southeasterly along a curve to the left, having a radius of 200.00 feet and an arc length of 182.30 to a point of tangency; thence South 89 degrees, 15 minutes, 55 seconds East, 348.86 feet to a point of curvature; thence Northeasterly along a curve to the left, having a radius of 200.00 feet and an arc length of 113.92 feet to a point of tangency; thence North 58 degrees, 06 minutes, 02 seconds East, 267.92 feet to the existing West Right-of-Way line of U.S. Highway 169; thence South 06 degrees, 21 minutes, 33 seconds East, along the West Right-of-Way, 200.60 feet; thence South 02 degrees, 04 minutes, 33 seconds East, continuing along the Right-of-Way, 682.58 feet; thence leaving the Right-of-Way North 61 degrees, 26 minutes, 29 seconds West, 427.97 feet to a point of curvature; thence Northwesterly along a curve to the left, having a radius of 250.00 feet and an arc length of 197.12 feet to a point of tangency; thence South 73 degrees, 22 minutes, 57 seconds West, 681.55 feet to a point of curvature; thence Southwesterly

along a curve to the left, having a radius of 250.00 feet and an arc length of 396.80 feet to a point of reverse curvature; thence Southwesterly along a curve to the right, having a radius of 550.00 feet and an arc length of 252.65 feet to a point of tangency; thence South 08 degrees, 45 minutes, 46 seconds West, 11.47 feet to a point of curvature; thence Southwesterly along a curve to the right, having a radius of 325.00 feet and an arc length 360.94 feet to a point of tangency; thence South 72 degrees, 23 minutes, 38 seconds West, 336.29 feet; thence South 02 degrees, 25 minutes, 59 seconds East, 138.44 feet to the North line of Proposed West 171st Street Right-of-Way; thence South 88 degrees, 09 minutes, 02 seconds West, 60 feet North of and parallel with the South line of the Northeast Quarter, 527.34 feet to the POINT OF BEGINNING containing 2,346,297 square feet or 53.86 acres more or less, plus adjacent right-of-way.

A tract of land located in the Northeast Quarter of Section 23, Township 14, Range 23 in the City of Olathe, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northeast Corner of said Northeast Quarter; thence South 02 degrees, 03 minutes, 34 seconds East along the East line of said Quarter Section, 762.69 feet; thence South 87 degrees, 56 minutes, 26 seconds West, 189.38 feet to the existing West Right-of-Way line of U.S. Highway 169 and the POINT OF BEGINNING; thence South 58 degrees, 06 minutes, 02 seconds West, 267.92 feet to a point of curvature; thence Southwesterly along a curve to the right, having a radius of 200.00 feet and an arc length of 113.92 feet to a point of tangency; thence North 89 degrees, 15 minutes, 55 seconds West, 348.86 feet to a point of curvature; thence Northwesterly along a curve to the right, having a radius of 200.00 feet and an arc length of 182.30 feet to a point of tangency; thence North 37 degrees, 02 minutes, 24 seconds West, 338.68 feet; thence North 02 degrees, 01 minutes, 17 seconds West, 483.39 feet to the proposed South Right-of-Way line of West 167th Street; thence North 87 degrees, 58 minutes, 27 seconds East, 60 feet South and parallel with the North line of the Northeast Quarter, 409.07 feet; thence South 89 degrees, 38 minutes, 23 seconds East, leaving parallel line, 360.31 feet; thence North 87 degrees, 58 minutes, 27 seconds East, 292.24 feet to the intersection of the existing South Right-of-Way of West 167th Street and the existing West Right-of-Way of U.S. Highway 169; thence South 00 degrees, 07 minutes, 33 seconds East, along the West Right-of-Way, 688.18 feet to the POINT OF BEGINNING, containing 818,074 square feet or 18.78 acres more or less, plus adjacent right-of-way.

A tract of land located in the Northeast Quarter of Section 23, Township 14, Range 23 in the City of Olathe, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northwest Corner of said Northeast Quarter; thence South 01 degree, 59 minutes, 06 seconds East, along the West line of said Quarter Section, 60.00 feet to the proposed South Right-of-Way line of West 167th Street and the POINT OF BEGINNING; thence continuing South 01 degree, 59 minutes, 06 seconds East, along the West line, 1302.98 feet; thence North 88 degrees, 00 minutes, 54 seconds East, 401.94 feet; thence North 43 degrees, 00 minutes, 54 seconds East, 155.64 feet; thence North 65 degrees, 46 minutes, 01 second East, 422.44 feet; thence North 34 degrees, 59 minutes, 47 seconds East, 15.21 feet; thence North 33 degrees, 34 minutes, 53 seconds East, 275.60 feet; thence North 45 degrees, 25 minutes, 43 seconds East, 464.40 feet; thence North 02 degrees, 01 minute, 17 seconds West,

483.39 feet to the proposed South Right-of-Way line of West 167th Street; thence South 87 degrees, 58 minutes, 27 seconds West, 60 feet South of and parallel with the North line of the Northeast Quarter, 1414.05 feet to the POINT OF BEGINNING containing 1,470,585 square feet or 33.76 acres more or less, plus adjacent right-of-way.

Said legally described property is hereby rezoned from a Johnson County RUR District to a City of Olathe AG District.

**SECTION TWO:** That Section 18.20.030 of the Unified Development Ordinance, which incorporates by reference the Olathe Zoning Map, is hereby amended by reincorporating by reference the said Zoning Map as it has been amended in Section One of the Ordinance.

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

**PASSED** by the Governing Body this 21<sup>st</sup> day of February 2017.

**SIGNED** by the Mayor this 21<sup>st</sup> day of February 2017.

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Mayor

ATTEST:

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City Clerk

(Seal)

APPROVED AS TO FORM:

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City Attorney

## COUNCIL AGENDA ITEM

**PW-B**

**Department:** Public Works – City Planning Division

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Amy Kynard, Senior Planner

**Subject:** Consideration of Ordinance 17-11 for a rezoning (RZ-16-012) from Johnson County RUR to R-3 (Residential Low-Density Multifamily) and a preliminary development plan for Madison Falls Apartments on 38.85± acres; located in the vicinity of 167<sup>th</sup> Street and U.S. 169 Highway.

**Focus/Perspective Area:** Economic Viability

**Executive Summary:** The applicant requests approval for a rezoning of 38.85± acres from Johnson County RUR to R-3 (Residential Low-Density Multifamily) and a preliminary development plan for Madison Falls Apartments. The property is located in the vicinity of 167<sup>th</sup> Street and U.S. 169 Highway.

The property was approved for annexation at the December 20, 2016 City Council meeting (ANX-16-002). The proposed development includes 514 units in 31 apartment buildings. The buildings around the perimeter of the site would have two stories, and the interior buildings would have three stories. Two clubhouses and a number of amenities are indicated on the development plan.

Staff recommended denial of the application for the reasons indicated on page 9 of the 1/23/2017 Planning Commission minutes. In summary, these reasons include a conflict with the Future Land Use Map, a failure to provide a north-south collector street in accordance with the Major Street Map, and concerns about sub-par emergency access, connectivity, and traffic circulation. First and foremost is the future land use conflict. The property is designated as part of an Employment Area on the Future Land Use Map, whereas the proposed development would instead align with the Mixed Density Residential Neighborhood category.

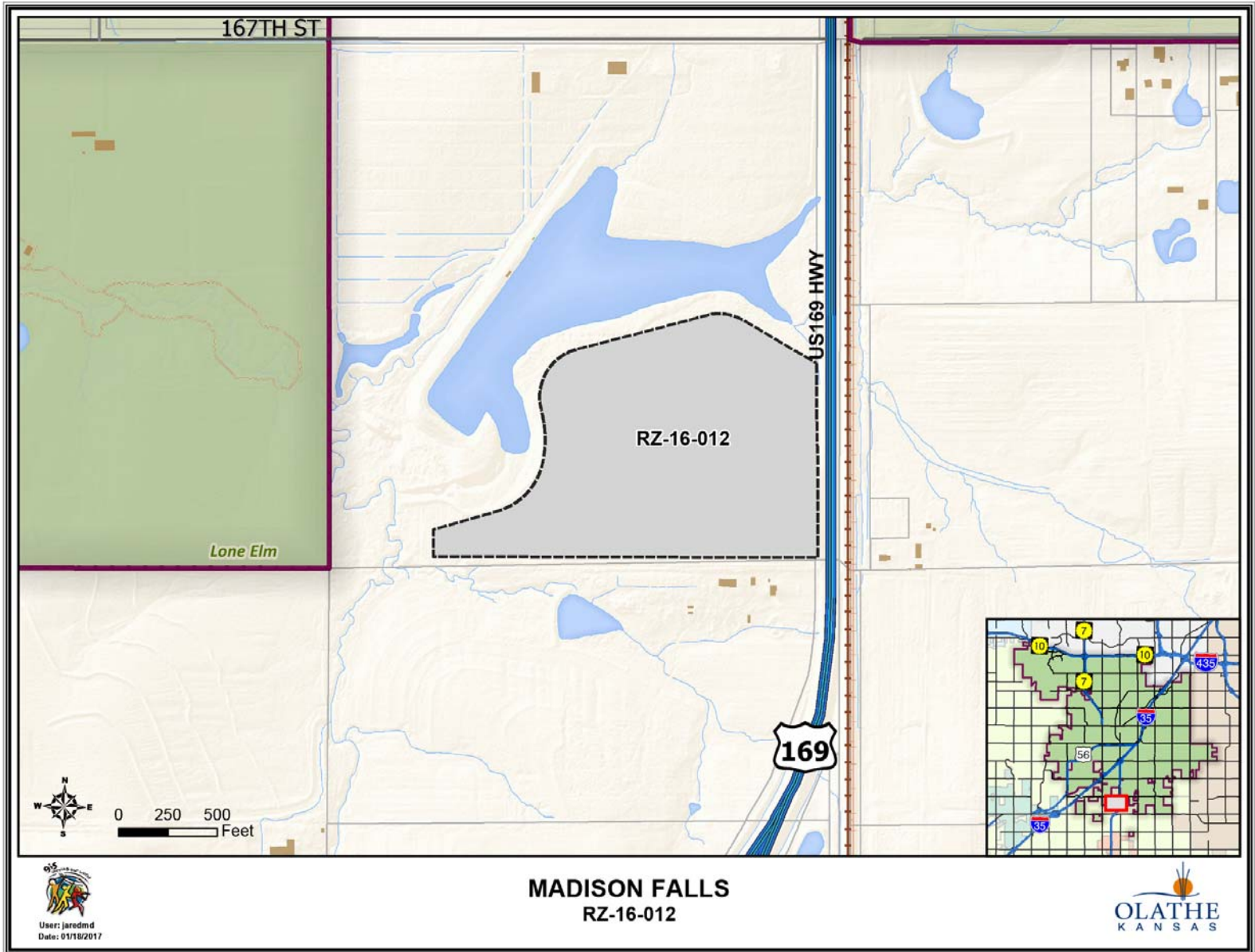
At the January 23, 2017 public hearing, no citizens spoke for or against the project. The Planning Commission discussed the pros and cons of the proposed rezoning and development plan, and ultimately voted 5-1 to recommend denial of RZ-16-012 as indicated on page 13 of the 1/23/2017 Planning Commission minutes.

**Fiscal Impact:** None

**Recommendations/Options/Action Requested:**

1. Concur with the Planning Commission recommendation of denial, subject to findings of fact, and deny RZ-16-012 (4 positive votes required).
2. Overturn the Planning Commission recommendation for denial, and approve Ordinance No. 17-11 to rezone 38.85± acres from Johnson County RUR to R-3 and a preliminary development plan for Madison Falls Apartments (RZ-16-012) for reasons outlined by the Governing Body (5 positive votes required).
3. Return the request to rezone 38.85± acres from Johnson County RUR to R-3 (RZ-16-012) to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

**Attachments:**  
A: Maps  
B: 1/23/2017 Planning Commission Minutes  
C: Ordinance No. 17-11







OLATHE  
KANSAS



User: jaredmd  
Date: 01/10/2017

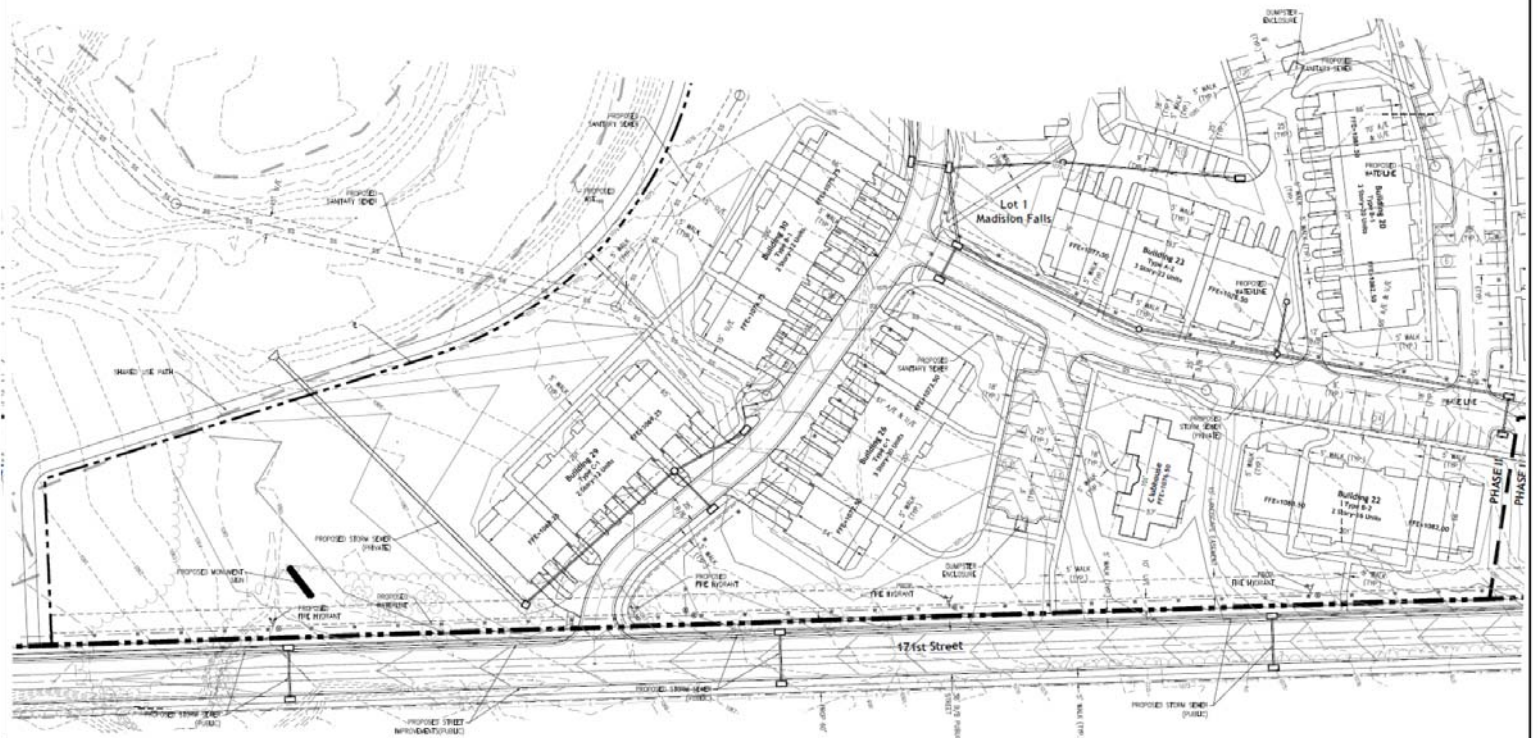
MADISON FALLS  
REZONING  
LOCATED IN THE VICINITY OF 171ST ST  
& US 168 HWY

**RZ-16-012**

SITE PLAN







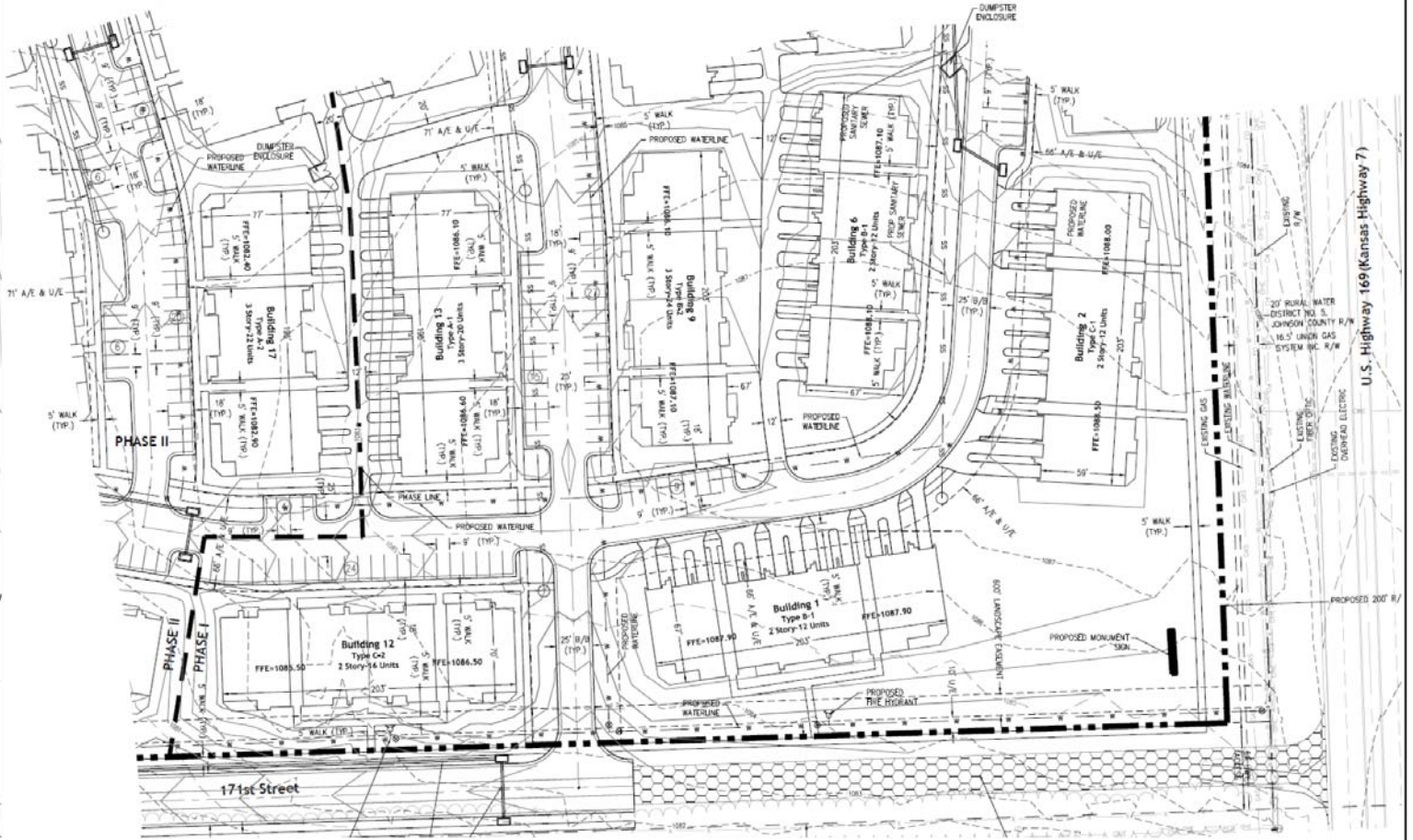
User: jaredm  
Date: 05/16/2017

MADISON FALLS  
REZONING  
LOCATED IN THE VICINITY OF 171ST ST  
& US 168 HWY

RZ-16-012

SITE PLAN (SW)





User: jaredmd  
Date: 05/10/2017

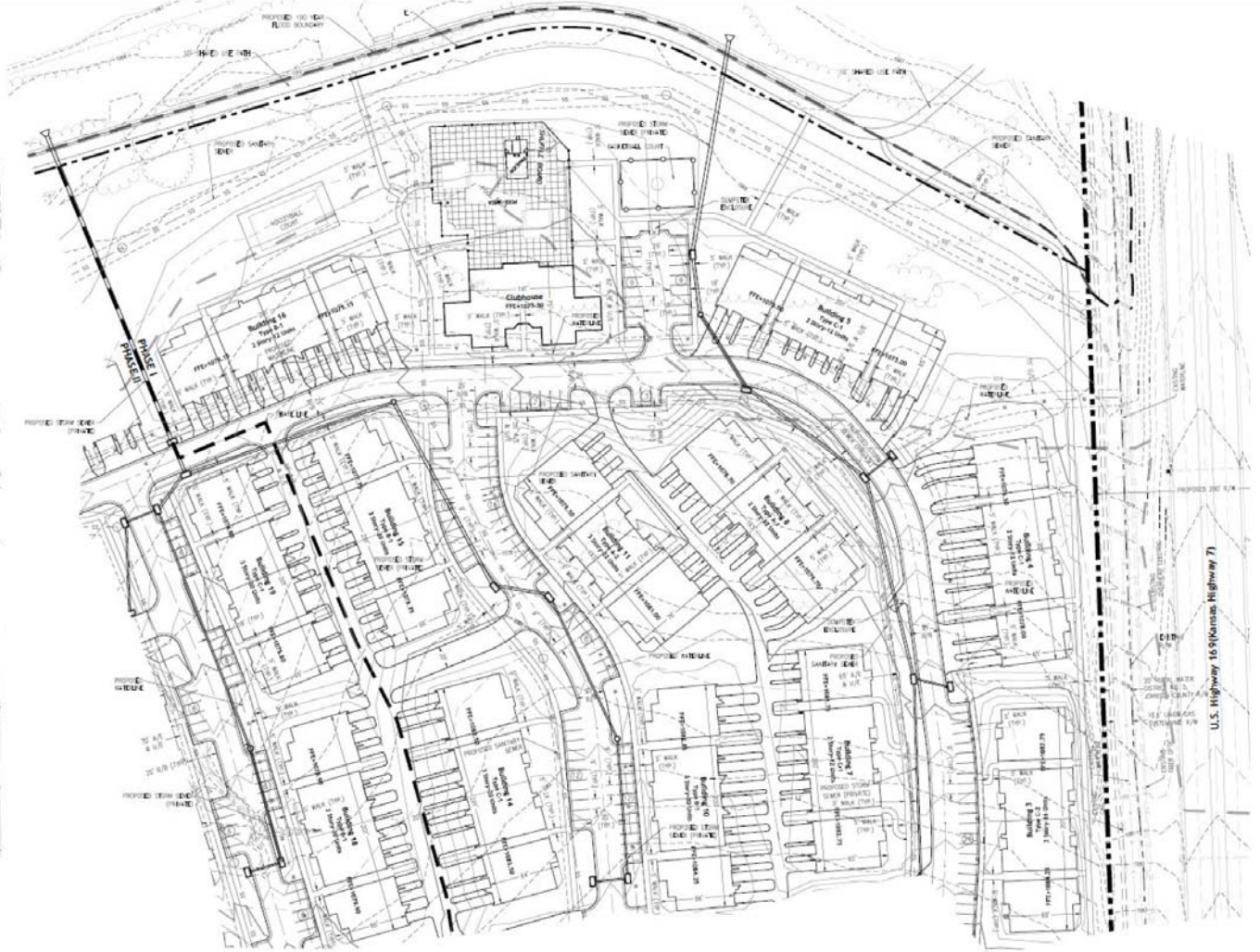
MADISON FALLS  
REZONING  
LOCATED IN THE VICINITY OF 171ST ST  
& US 168 HWY

RZ-16-012

SITE PLAN (SE)



U.S. Highway 169 Kansas Highway 7)



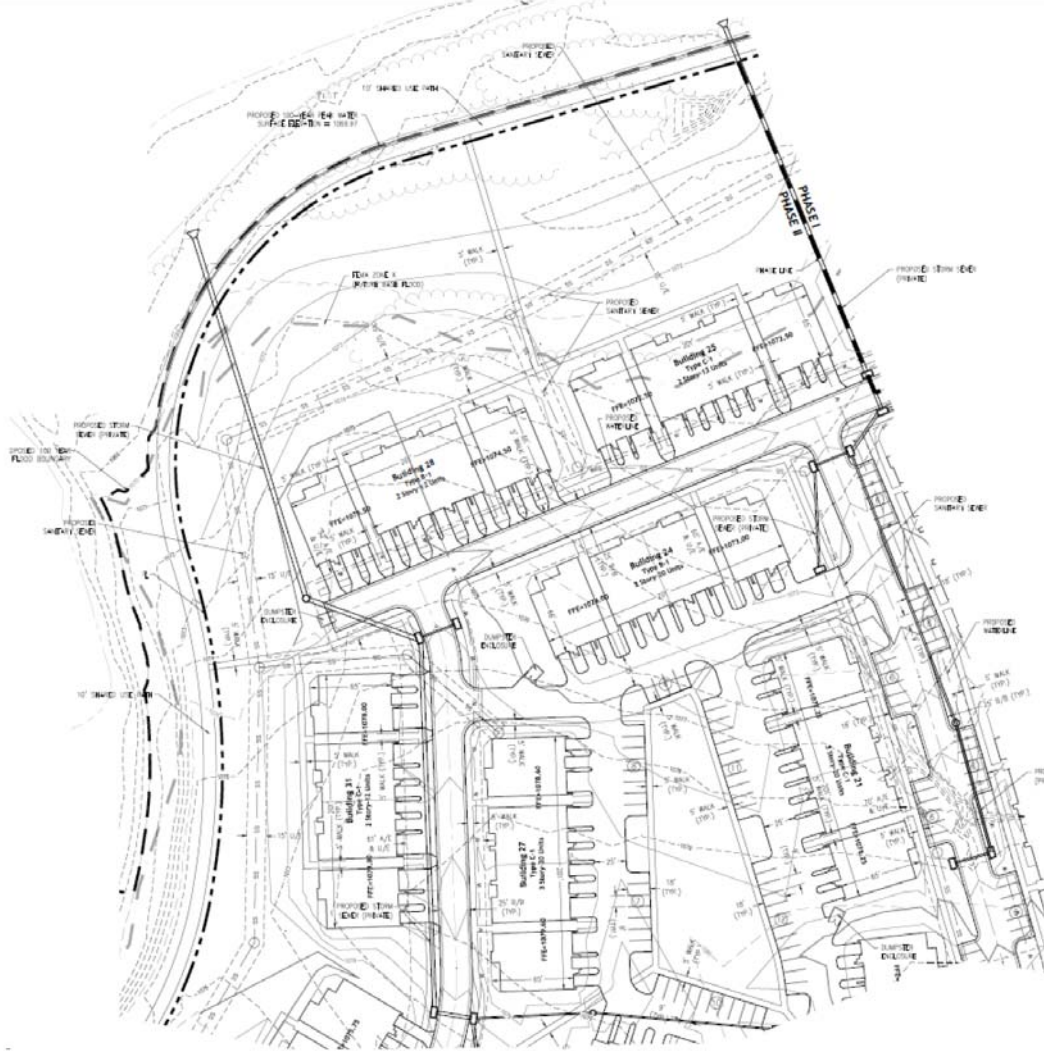
MADISON FALLS  
REZONING  
LOCATED IN THE VICINITY OF 171ST ST  
& US 168 HWY

**RZ-16-012**

SITE PLAN (NE)







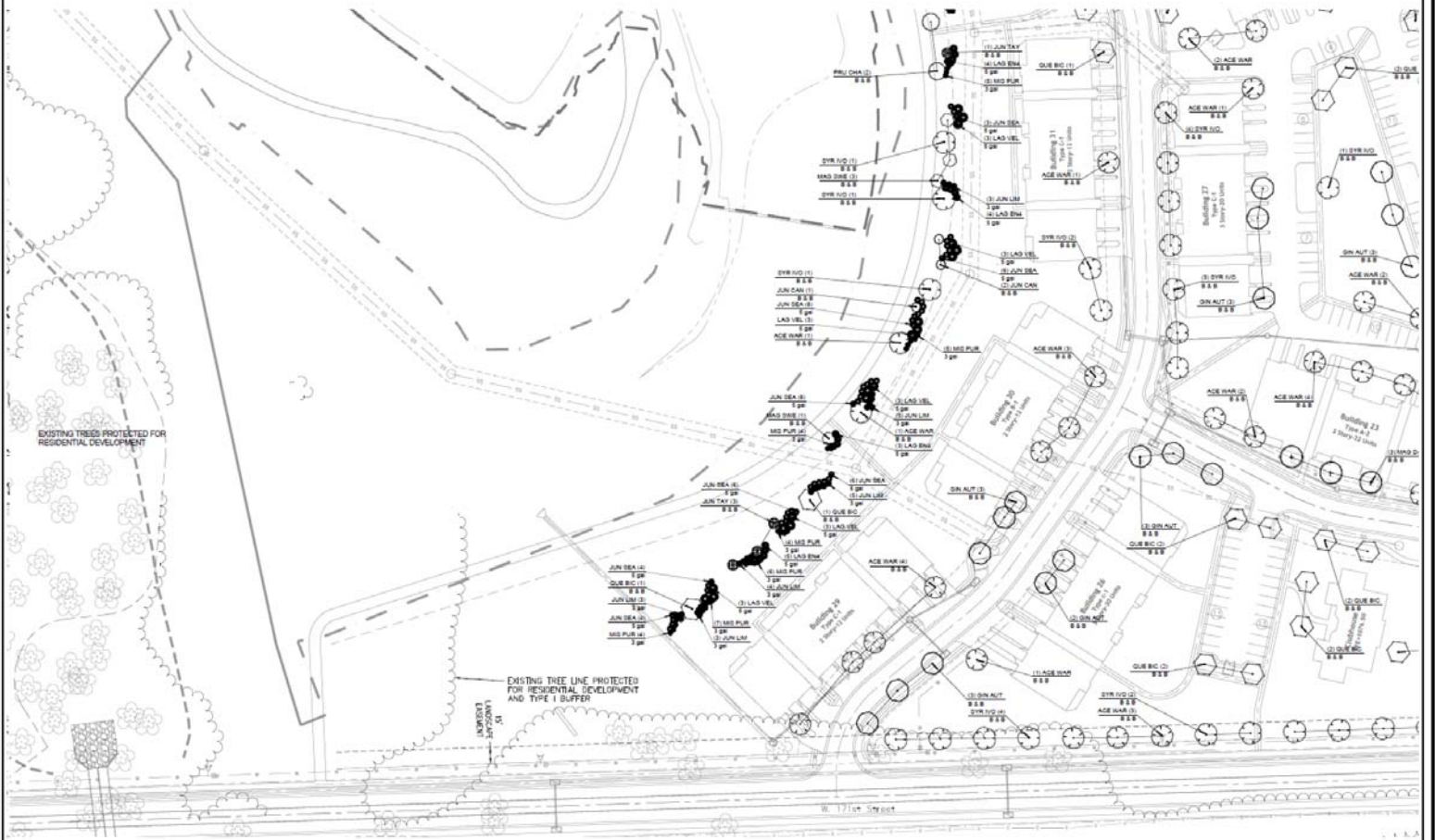
User: jaredm  
Date: 01/10/2017

MADISON FALLS  
REZONING  
LOCATED IN THE VICINITY OF 171ST ST  
& US 168 HWY

**RZ-16-012**

SITE PLAN (NW)





User: jaredm  
Date: 01/19/2017

MADISON FALLS  
REZONING  
LOCATED IN THE VICINITY OF 171ST ST  
& US 168 HWY

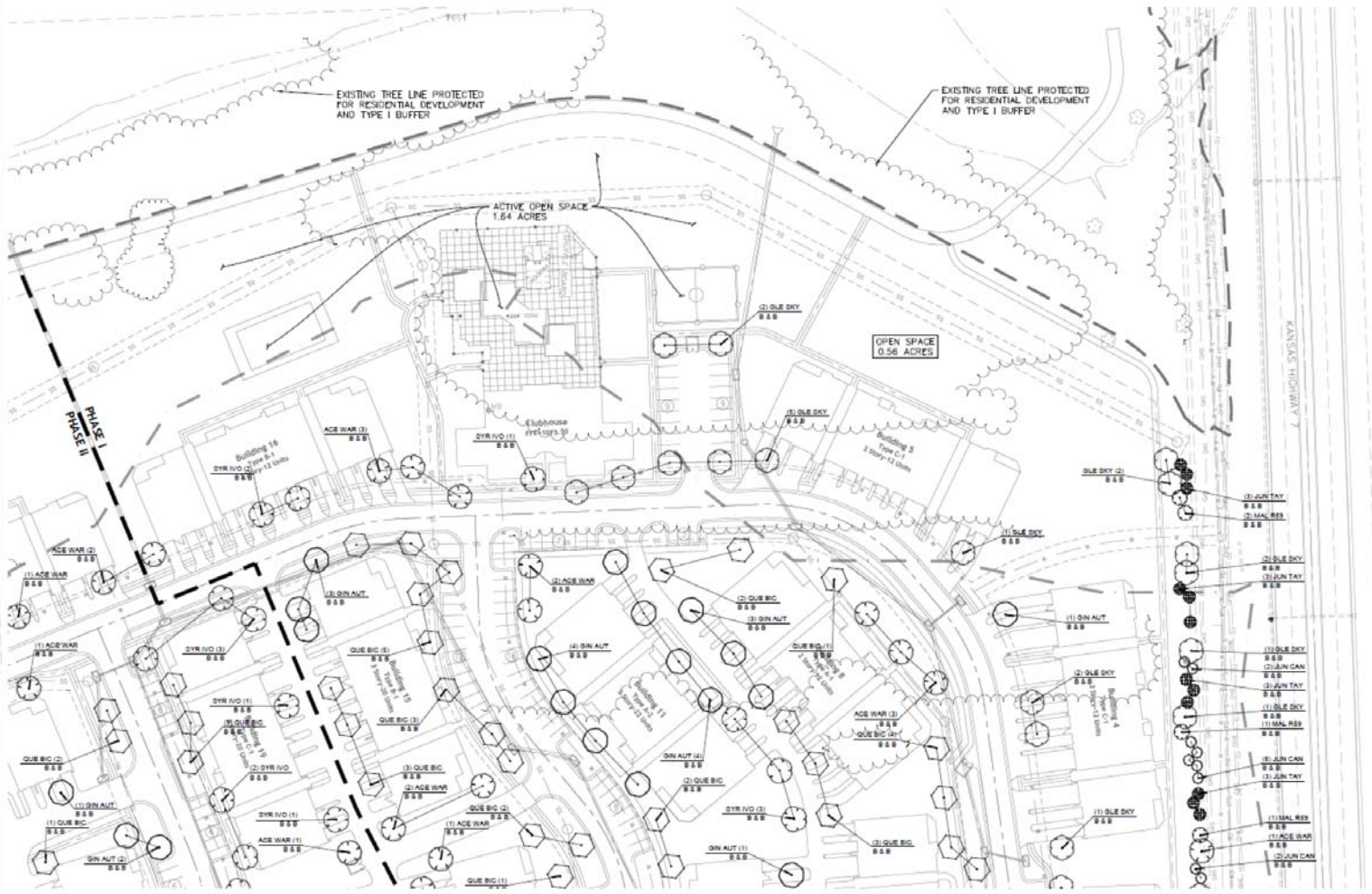
RZ-16-012

LANDSCAPE PLAN (SW)









User: jaredm  
Date: 01/19/2017

MADISON FALLS  
REZONING  
LOCATED IN THE VICINITY OF 171ST ST  
& US 168 HWY

RZ-16-012

LANDSCAPE PLAN (NE)

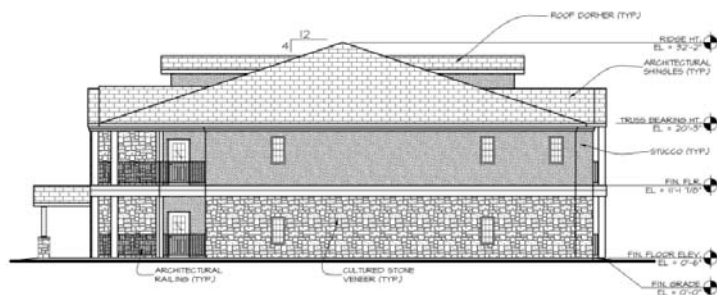








**TYPICAL 2-STORY FRONT ELEVATION**



**TYPICAL 2-STORY END ELEVATION**



User: jaredmd  
Date: 01/19/2017

MADISON FALLS  
REZONING  
LOCATED IN THE VICINITY OF 171ST ST  
& US 168 HWY

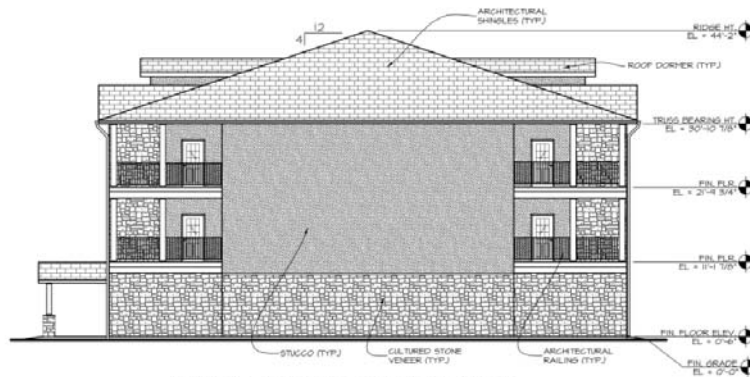
**RZ-16-012**

2-STORY ELEVATIONS





TYPICAL 3-STORY FRONT ELEVATION



TYPICAL 3-STORY END ELEVATION



User: jaredm  
Date: 01/19/2017

MADISON FALLS  
REZONING  
LOCATED IN THE VICINITY OF 171ST ST  
& US 168 HWY

**RZ-16-012**

3-STORY ELEVATIONS





City of Olathe  
City Planning Division

## MINUTES

### Planning Commission Meeting: January 23, 2017

<b>Application:</b>	<b><u>RZ-16-012:</u></b> Rezoning from Johnson County RUR to R-3 and a Preliminary Development Plan for Multifamily Housing on 38.848± acres (Madison Falls Apartments).
<b>Location:</b>	Vicinity of 167 <sup>th</sup> Street and U.S. 169 Highway
<b>Owner:</b>	Clear, Mark A. Rev Trust / Mark Clear
<b>Applicant:</b>	RKF Investments, LLC / Dave Rhodes
<b>Engineer:</b>	CFS Engineers / Aaron Gaspers, P.E.
<b>Staff Contact:</b>	Amy Kynard, AICP, Senior Planner

<b>Current Zoning:</b>	<u>Johnson County RUR</u>	<b>Site Area:</b>	<u>45.65± gross acres</u>
<b>Proposed Zoning:</b>	<u>R-3 (Residential Low-Density Multifamily District)</u>	<b>Dwelling Units:</b>	<u>514 units</u>
<b>Proposed Use:</b>	<u>Multifamily Residential Apartments</u>	<b>Density:</b>	<u>11.26 units per acre</u>
		<b>Plat:</b>	<u>(unplatted)</u>

	<i>PlanOlathe</i> Land Use Category	Existing Use	Current Zoning	Site Design Cat.	Building Design Cat.
<b>Site</b>	<b>Employment Area &amp; Primary Greenway</b>	<b>Vacant / Agriculture</b>	<b>RUR (request R-3)</b>	<b>3*</b>	<b>B*</b>
<b>North</b>	Employment Area, Industrial Area & Primary Greenway	Vacant / Agriculture	RUR	[5/6]	[E]
<b>South</b>	Employment Area	Agriculture / Nursery	RUR	[5]	[E]
<b>East</b>	Conventional Neighborhood & Greenways	Vacant / Agriculture	PEC3	[1]	[A/none]
<b>West</b>	Primary Greenway	City Park	RP-1	N/A	N/A

\* The Employment Area category would ordinarily put the development in Site Design Category 5 and Building Design Category E; however, the proposed development is not consistent with an Employment

*Area. Staff recommends applying Site Design Category 3 and Building Design Category B, which would correspond to a Mixed-Density Residential Neighborhood's design categories.*

## 1. Comments:

The applicant requests approval of a rezoning from Johnson County RUR to R-3 (Residential Low-Density Multifamily District) and a preliminary development plan for Madison Falls Apartments, a 514-unit apartment complex on 38.848± acres. The project would be divided into two phases, as shown on the plans. The property was approved to be annexed on December 20, 2016 by Ord. 16-71 (ANX-16-002).

The proposed apartment complex includes a combination of two-story and three-story buildings, with a total of 514 units. The two-story buildings are located around the perimeter of the complex, with the interior buildings having three stories. The project also includes two clubhouses, one of which has a swimming pool, volleyball court, basketball court, and other amenities.

The development proposed by the applicant is in conflict with the Future Land Use Map, and Public Works and Fire Department staff have concerns about access that are exacerbated by the number of dwelling units. This report focuses primarily on these zoning issues, because staff's recommendation is for denial. If approved, building design, landscaping, and other elements of the preliminary development plan will require a more in-depth review with the final development plan submittal.

## 2. Neighborhood Meetings:

A neighborhood meeting for this application was not required, because there are no residences within 500 feet of the property. Notification letters were mailed to property owners within 1,000 feet in accordance with *Unified Development Ordinance* (UDO) requirements.

## 3. Zoning Requirements:

The proposed development is subject to the following regulations that apply to the R-3 District for Site Design Category 3 and Building Design Category B:

### a. Dimensional Standards –

	Requirement	Proposed	Notes
Density ( <i>max.</i> )	17 du/ac	11.26 du/ac	gross density
Height ( <i>max.</i> )	3 stories / 40'	3 stories / 44'	exception requested
Front yard ( <i>max.</i> )	15'	Approx. 25' (net 0')	east; 25' is actual—0' is net from required landscape setback
Corner side yard ( <i>min.</i> )	20'	Approx. 30'	south
Rear yard ( <i>min.</i> )	5'	Approx. 70'	west
Common open space ( <i>min.</i> )	5% (2.28 ac.)	5.20 ac.	per applicant
Active % of open space ( <i>min.</i> )	50% (1.14 ac.)	1.64 ac.	per applicant
Parking/paving setback from	30'	>30'	exceeds actual building setbacks

rights-of-way (min.)		
Parking/paving setback from other property lines (min.)	Equal building setbacks	exceeds actual & required building setbacks

#### 4. Composite Design Standards:

The building and site design categories are determined by the site's designation on the Future Land Use Map. If this rezoning is approved, the property would be evaluated as a Mixed Density Residential Neighborhood, making it subject to Site Design Category 3 (*UDO 18.15.115*) and Building Design Category B (*UDO 18.15.030*).

##### a. Building Design Standards:

<b>Composite Building Design (Category B)</b>	<b>Proposed Design</b>
<i>Horizontal Articulation (one option per 50' required on primary facades)</i>	Wall offsets and notches provided on long facades (not ends).
<i>Vertical Articulation (one option per 50' required on primary facades)</i>	Variations in roof form provided to break up roofline, but midsection length >50'.
<i>Transparent Glass on Primary Façade (min. = 25%)</i>	End facades and facades with garage doors have <25%; other facades ≥25%.
<i>Ground Floor Pedestrian Interest (25% of ground floor on primary)</i>	End facades and facades with garage doors have <25%; other facades ≥25%.
<i>Residential Finished Floor Elevation Above Sidewalk (min. = 18")</i>	Fair Housing Act makes this difficult to meet; ≥30'-long ramps would be required. Exception requested for accessibility.
<i>Front-Facing Entry Element on Primary Façade</i>	Covered entries, balconies, and porches provided.
<i>Garage Subordinate to Primary Facade</i>	With the exception of Building 29, garages face the interior of the site.
<i>Building Materials on Primary Facades (&gt;70% Category 1; remainder from Category 2)</i>	Stone veneer, genuine stucco, & glass are Category 1 materials. Garage doors (Cat. 2) comprise less than 30% of façade.
<i>Building Materials on Secondary Facades (&gt;50% Category 1;</i>	Stone veneer, genuine stucco, & glass are Category 1 materials. Garage doors (Cat. 2) comprise less than 30% of façade.

<i>remainder from Category 2)</i>	
<i>Transition Standards (max. 2 story/ 35' height within 100' of R-1 or R-2)</i>	N/A (no buildings within 100' of R-1 or R-2)

The submitted building elevations generally follow Building Design Category B requirements, but some changes may be required with the final development plans to ensure the buildings comply with the design standards to the extent practicable.

Mechanical equipment is not indicated on the plans but will be required to be screened in accordance with *Unified Development Ordinance* requirements.

b. **Site Design Standards:**

<b><i>Composite Site Design (Category 3)</i></b>	<b>Proposed Design</b>
<i>Landscaping Adjacent to Sidewalks</i>	Applicant agrees to provide landscaping to be identified with the final development plans.
<i>Outdoor Amenity Space</i>	10% required; ≥10% provided (multiple options used)
<i>Parking Pod Size</i>	Max 40 spaces; meets standard.
<i>Pedestrian Connectivity</i>	≥1.7 connectivity ratio required; 1.73 provided
<i>Additional Pedestrian Connectivity</i>	Sidewalks are provided throughout the property and will connect to adjacent streets and trails.
<i>Connections to Driveways on Adjacent Properties</i>	Lake and US-169 Hwy are barriers; access is provided to the extent feasible.
<i>Open Drainage and Detention Areas Designed as Amenities</i>	The existing lake will be preserved and maintained as an amenity; existing vegetation within that tract will be preserved as feasible.

5. **Parking:**

<b><i>Total Parking</i></b>	<b><u>Provided Parking Spaces</u></b>		
<b><i>Required: 771</i></b>	<u>Garages</u>	<u>Driveways</u>	<u>Surface Lots</u>
<b><i>Provided: 965</i></b>	<u>302</u>	<u>302</u>	<u>361</u>

Multifamily Residences require 1.5 parking spaces per dwelling unit, for a total of 771 parking spaces required for this complex. Approximately one-third of the 965 parking

spaces provided are in surface parking lots, with the remaining 604 spaces divided evenly between internal garages and driveways.

#### 6. Streets / Traffic:

<u><b>Rights-of-way</b></u>	<u><b>167<sup>th</sup> Street</b></u>	<u><b>US 169 Hwy (K-7)</b></u>	<u><b>Collector Streets</b></u>
<b>Existing:</b>	<u>40' (½ street)</u>	<u>60' (½ street)</u>	<u>N/A</u>
<b>Proposed:</b>	<u>60' (½ street)</u>	<u>100' (½ street)</u>	<u>60' (total)</u>
<b>Required:</b>	<u>60' (½ street)</u>	<u>100' (½ street)</u>	<u>60' (total)</u>

The proposed site plan includes a single point of access, which is provided at the intersection of 171<sup>st</sup> Street and Lone Elm Road, with 171<sup>st</sup> Street extending across Lone Elm Park for approximately ½ mile west of the proposed development. A secondary emergency access road will connect to US 169 Highway at the south property line, which will be constructed using heavy duty pavers. A gate will be installed at the US 169 Highway right-of-way limits to prevent everyday use of the emergency access road. A permanent roadway connection to US 169 Highway is not permitted by KDOT, and the applicant will be required to provide evidence that KDOT will permit the emergency access to US 169 Highway.

In order to maintain a contiguous collector roadway system in relation to this project, the roadways would need to be modified as follows:

- Construct 171<sup>st</sup> Street from the east driveway to the west property line, where it shall be stubbed.
- Provide a north-south 36' wide collector roadway connection from the proposed 171<sup>st</sup> Street to 167<sup>th</sup> Street. The intersection of this collector road at 167<sup>th</sup> Street shall be centered on the west property line.
- Provide a perpendicular intersection for the aforementioned north-south collector and 171<sup>st</sup> Street.
- Provide authorization from KDOT to construct emergency access to US 169 Highway prior to final plan approval. If this access is constructed, it will be gated to discourage routine use.
- Provide a westbound left turn lane and an eastbound right turn lane at the intersection of the north-south collector and 167<sup>th</sup> Street in accordance with the City's Access Management Plan.
- Widen the right-of-way at the intersection of the north-south collector and 167<sup>th</sup> Street to 80' on the north-south collector in accordance with the City's access management plan.

- Provide a cul-de-sac at the east end of 171<sup>st</sup> Street, with a minimum radius of 48'.

**7. Public Safety:** The Fire Protection Engineer has reviewed the plans for compliance with the Fire Code, which requires a second fire department access road for developments with more than 200 units. The proposed 514 units have multiple access points to a public street, but that public street is essentially a cul-de-sac, meaning there is only one route to the apartments via public streets. A second route for emergency-access only is proposed near the southeast corner of the property. This route cannot be opened to the public due to access restrictions on US 169 Highway, but fire trucks and emergency vehicles would be able to use it in an emergency. While this may serve to meet the intent of the Fire Code requirement, the Fire Department is still reviewing whether or not this option will be allowed. Concerns include:

- The emergency access road is required to be maintained clear for fire department access. In the event of snow or ice, access from US-169 to the gate for this second access could be blocked as well as the road itself beyond the gate up to the entrance to the development.
- The understanding is that a turn lane, street sign, and traffic light will not be provided from US-169 to the emergency access gate/road. This creates a potentially hazardous scenario for fire department operators who will have to locate the emergency access with no visible markers (street signs or traffic lights) and turn onto the road from a road (US-169) that has a speed limit of 55 mph without a turn lane.

The preferred secondary access would be on the northeast corner of the property from US-169 with a turn lane and traffic signs (at a minimum), as this provides a greater separation between the two access points. Other secondary access roads to the northwest would also be acceptable.

**8. Landscaping and Screening:** A revised landscape plan meeting *Unified Development Ordinance* (UDO) requirements shall be submitted for review with the final development plans. The preliminary landscape plan correctly identifies a Type 1 landscape buffer requirement along the north and west sides of the property and a master fence/screening plan along US 169 Highway within a minimum 25 foot wide landscape tract or easement in addition to required yard setbacks. The applicant proposes street trees along 171<sup>st</sup> Street instead of the master fence/screening plan required for collector streets. The applicant points out this portion of 171<sup>st</sup> Street will not connect to anything and therefore does not function as a typical collector street. Regardless, there is ample room for the master landscaping, so this request can be considered with the final development plans.

Parking lot landscaping, building façade/foundation landscaping, and interior landscaping are acknowledged on the preliminary landscape plan and will be evaluated in detail with the final development plans.

**9. Lighting:** A photometric plan will be required with the final development plan. The project is expected to comply with the *Unified Development Ordinance* lighting requirements.



**10. Utilities:** Water service is provided by WaterOne, and the City of Olathe provides sanitary sewer service for this development. Sanitary sewer extensions will be required, subject to approval by the City of Olathe Public Works Department. The applicant will coordinate with WaterOne to extend water service to the property. The development must provide adequate public facilities in accordance with *Unified Development Ordinance (UDO) 18.30.040*.

**11. Stormwater:** Runoff from the site is directed to a large pond and stream located in the center of the development. The pond will be modified to provide detention for the site, and water quality features will be provided per the City's water quality requirements (Title 17 of the Municipal Code). The pond and stream are located within the FEMA 100-year floodplain; however the proposed plan will minimally impact the floodplain boundary. The applicant will be required to demonstrate that the development will not increase the flood depths on adjacent properties with the final plan submittal.

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

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

The proposed residential use is inconsistent with the Comprehensive Plan's designation of Employment Area. The Future Land Use Map does not include any multifamily residential land uses within this area, so this would be a substantial deviation from what the map shows.

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

The neighborhood does not have an established architectural character. The land use and zoning proposed are inconsistent with the surrounding area. The expected future development within the vicinity is expected to be of a different character, with potential for large industrial uses.

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

With the exception of Lone Elm Park, the anticipated future zoning and uses of nearby properties would not be in harmony with the proposed zoning and use of this property.

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

The property is suitable for agricultural uses, which would be consistent with its current zoning. However, development is taking place in the area, and agricultural uses may become less economically viable as property values in the vicinity rise.

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

The property has been used for agricultural purposes, which is consistent with its zoning. Rezoning is required to develop the property for other uses.

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

The proposed development is not anticipated to detrimentally affect any nearby properties.

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

Staff does not anticipate that the project would harm the value of any nearby properties.

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

As proposed by the applicant, the development would not provide the required north-south collector street near the west boundary of the property. Furthermore, the 514 units would have only one way in and out of the development. While a second emergency access is proposed, the Fire Department has concerns about the maintenance of this road, and there are also concerns about the safety of any vehicles attempting to access it from US 169 Highway.

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

The site includes proper stormwater drainage and detention, and is not expected to create excessive pollution or environmental harm. The development would be required to follow all regulations and codes pertaining to prevention of environmental harm.

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

The proposed development would provide additional population to the City and generate new real estate taxes on land that is currently vacant.

***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.***

This property is a difficult site to develop, because the lake, park, and US 169 Highway serve as barriers to access. Alternate uses for the property could have a lower traffic demand and/or be less impacted by the access limitations. There may be a gain to the public health, safety and welfare due to denial of the application, as it would prevent the creation of a large residential area that is inconsistent with the future land use map and has subpar emergency access, connectivity, and traffic circulation.

***L. The recommendation of professional staff.***

See below for staff's recommendation.

***M. Any other factors which may be relevant to the application.***

The staff report analyzes this application in detail, including any other factors that may be relevant.

**13. Staff Recommendation:** Staff recommends denial of RZ-16-012 for the following reasons:

- 1) The proposed development is inconsistent with the Future Land Use Map.
- 2) As proposed, the development does not provide the required north-south collector street between Lone Elm Road and US 169 Highway.
- 3) The development would rely on subpar emergency access, connectivity, and traffic circulation to serve its residents.

*Please refer to RZ-16-011 for additional discussion of this application.*

Chairman Vakas: This is a much more difficult proposition. Commissioners, thoughts?

Mr. Knopick: Mr. Chairman, I want to interject one item for the benefit of the Commission. I want to make sure that everyone is clear about what the Future Land Use Map and the Comprehensive Plan say about this area, because there were a number of references made to warehousing and industrial development in this area. Ms. Kynard, please put the Comprehensive Plan map back up. For this property, it's important to note that what is designated here on the Future Land Use Map is an employment area, not industrial area. There is a difference. The industrial area is the typical pattern that you've seen, with the large warehouses and industrial development, etc. The way the employment areas are designated in the Future Land Use Map and in the Comprehensive Plan is that this is a higher-quality development that includes primarily offices, medical facilities, research facilities – things that are at a higher level of development for employment uses, although they can have other light industrial uses mixed into them. So, it's more like a business park or an office park, if you will, at that scale of development, not a warehouse, per se. So, just be aware of that designation difference by definition in the Comprehensive Plan.

Chairman Vakas: That is helpful.

Comm. Nelson: Mr. Knopick, is there any change-of-access considerations for an employment area?

Mr. Knopick: I think Mr. Laxton could point this out too, and Ms. Wright would say the same thing – You would have similar access concerns, wanting to make sure you have at least two access points, and things like that. Many times with business parks, you end up with a master planned development that's a larger acreage, and I think that's what the Major Street Plan as well as other considerations would be. If this was a larger park and it was integrated with the property to the south, you'd get that collector system built, you'd get a secondary road system that would come into this, etc. So, you have a property that's tucked into a corner, if you will, of

that portion of that square mile, which is dependent on planning and development with all the property owners being involved and engaged in that.

Comm. Rinke: Who owns the property to the south? Do we know?

Ms. Kynard: Yes, and they are present if you have questions for them.

Comm. Rinke: It's a different owner?

Mr. Knopick: It's a different owner than the current applicant, correct.

Comm. Rinke: So, unless the applicant can work out a deal with the neighboring landowner, he's essentially landlocked and it's undevelopable. Is that fair?

Mr. Knopick: I think you would be battling the same issues that you have today, with access and other things. When I look at this, again, it's the idea of land use from the standpoint of a Comprehensive Plan and the Golden Criteria and the Future Land Use Map. We've traditionally used US-169 Highway, and west is more of the employment, the industrial development. The housing and residential that's been talked about in adjacent areas has primarily been east of US-169 Highway, and on the Comprehensive Plan, south of 175<sup>th</sup> Street, primarily in those growth areas.

Comm. Freeman: I've got a few questions. And, I'll also note that this is right down the road from my neighborhood, which is on the east side of US-169 Highway. I would actually like to hear from the landowner that's south of there, just to understand the conversations around this development, and based on what they've heard tonight, what their vision would be for access. Is that appropriate?

Chairman Vakas: Well, it's not inappropriate, if the owner cares to talk about that. Come forward, please.

Comm. Freeman: Thank you for cooperating. As he's coming up, I'll make a comment. Obviously, this is a challenging area. The highway makes it challenging, the road makes it challenging, the natural landscape makes it challenging. But, it's also a lot of opportunity. I can't help but think that there is a good way to utilize these resources that Olathe has as a city, to be able to make something work that makes sense. And, as the applicant shared, I'm not a fan of putting a warehouse at this location. But, if there are absolutely no other options and that's basically what we're left with, that would be a different direction. And I know I'm not choosing, but –

Mr. Knopick: I'm just going to make a point of order that the Chairman should re-open the public hearing before we take further comments.

Chairman Vakas: Again, this is an employment district, not necessarily a warehouse district. Commissioners, is there an interest in reopening the public hearing?

Comm. Freeman: For me, yes.

*Motion by Commissioner Freeman, seconded by Commissioner Rinke, to re-open the public hearing.*

*Motion was approved unanimously.*

*Jeff Wolfert, 11700 Woodward Street, appeared before the Planning Commission and made the following comments:*

Mr. Wolfert: My mother owns the property just south of the land you're discussing, at 17140 South 169 Highway. We're going to have a lot of the same things that we need to address. We want to develop the property, too. We also have issues of how you access it. Right now, there is temporary access to 169 Highway as outlined in our conditional use permit. But, we've been notified by the planning board here that that will probably expire once the roadway is changed to an expressway. I mean, the access we would like to see from both the north and the west, be able to get to our property at some point in time. If we were able to come up with a larger plat of land, we would be open for that.

Chairman Vakas: For now, and for the foreseeable future, it's just a problem, no question.

Comm. Rinke: How much of that area does your mother own? [*Indicates on map.*]

Chairman Vakas: Very good. Questions? [*None.*] Thank you, Mr. Wolfert. We appreciate it. Do I hear a motion to close the public hearing? Mr. Rhodes, come on up.

Mr. Rhodes: As any good developer, I reached out to every landowner, everybody that had a stakeholder's interest, and one of the reasons that we chose to build 171<sup>st</sup> Street on our side of the property line is so that Mr. Wolfert wouldn't have to give up half of his land going down the center line. However, it would give him connectivity in the future, going to the south. From one point of view, whether we go all the way to Lone Elm or we go north to 167<sup>th</sup>, it's still one access, however you view it. What I'm proposing is that you not take away the potential development of a future expansion of Lone Elm Park. With a collector street through the middle of a soccer complex, that could, I think, be a safety issue for children having to cross that collector street. I would like to see that park expand. I've been a resident here for 40 years and I would like to see that expanded. Thank you.

Chairman Vakas: I appreciate your vision. Thank you. Do I hear a motion to close the public hearing?

*Motion by Commissioner Freeman, seconded by Commissioner Munoz, to close the public hearing.*

*Motion was approved unanimously.*

Chairman Vakas: The public hearing is closed. Further discussion? I'm left with an appreciation of the vision that the developer has put forward. It's well thought out, and a lot of time and effort has been put into this. An investment in brain power, no doubt about it. But, it's alternate vision, an alternate vision to the City's Future Land Use Plan. As we've seen pointed out here by City Traffic and by the Fire Department, there are connectivity issues, safety issues, sub-par emergency access issues, none of which are really solved at this stage. I'm struggling with this a bit. Mr. Corcoran, did you have a comment?

Comm. Corcoran: I have a comment. I absolutely get the land use conflict, and understand that. That's one of the major things that we are considering tonight. With regard to the access, whether it goes north to 167<sup>th</sup> or west to 171<sup>st</sup> Street, the vision for this collector road system, you know, that's all well and good, but I do happen to agree with the applicant. It's a very difficult path going north from 171<sup>st</sup> Street to 167<sup>th</sup> Street. I think we might want to rethink that component of our plan. Maybe there's an alternate access point, a frontage road along 169 Highway, or something like that. I think for the Lone Elm Park issue, as well as the environmental concerns, you can see the creek snaking along the alignment. You've got the

wetlands, the park – there are a lot of issues there that I think even if the City wanted to go forward with that, they would really struggle to prove that that was the best alternative.

Chairman Vakas: I mean the whole conversation here this evening really calls into question the Future Land Use Map, that it may not be actionable.

Comm. Corcoran: I'm talking about transportation.

Chairman Vakas: Sure. But, to the extent that transportation is tied to the use of the land.

Comm. Nelson: I would just add, I think the very nature of the property is, the Land Use Map was changed to help make this property more accessible, to potentially combine it with a broader development to improve access. So, there are natural challenges that we're talking about. I do respect the fact that a vision for the property was being made before the Comprehensive Plan would change. I respect where that's coming from, and I'm sympathetic, but my biggest concern at this point is that access, that safety issue. And while we're now just talking in theory and hypotheticals, if that were to ever become a reality, it could be catastrophic for the residents of that area. So, if we can figure out another safe, secure access out of there, that becomes another conversation. But, to me, the major sticking point is that access issue, and for that reason, tonight I'm going to have to vote against this plan, unfortunately. Because I like a lot of what they are proposing.

Chairman Vakas: I understand. Mr. Knopick?

Mr. Knopick: I'm going to let Commissioner Freeman make some comments, but I would like to make a comment, too.

Comm. Freeman: A couple things. If it's an employment use, not industrial – industrial is the gray, employment is the pink – and it's an office building of some sort. It can be small, large, etc. Whatever it is, I'm struggling to see how the – Yes, access is my number one concern. I'm struggling to see how the access is going to be better by having a lot of people working there in an office environment, versus a residence.

Mr. Knopick: I'm going to try to break this up a little bit for you because you've made a little bit of a leap into the design of the development and the design of the property, not only from the standpoint of what's being proposed, but also looking at it in the future. Trying to conceptualize what this could all look like, the access, etc. So, while I appreciate Commissioner Nelson's comments about his access concerns, again, I don't know specifically that those go away with another form of development there. So, I want to put those to the side for just a second and speak mainly to the land use. I think that's the primary consideration of the Planning Commission, and should be.

Again, we have a Future Land Use Map that is a City-adopted policy map, a guidance map, if you will. That shows that this is a future employment area. There is a logic behind that which has to do with the development patterns that we have seen along US-169 Highway towards I-35, with industrial and employment uses and different things going on here. So, the change in that Comprehensive Plan that was made reflected the fact that growth in this area was expanding from the standpoint of both industrial warehousing uses, as well as office employment, if you will, and other uses there – businesses of that type. So, the interchange of 175<sup>th</sup> Street and US-169 Highway becomes more attractive from that standpoint. So, there is a lot of logic behind the ability of creating those types of environments in the future. The City of Olathe doesn't have very many of those opportunities within the current city limits, or within its

growth area at this point in time. So, when that change was made, that was meant to accommodate the ability for that style of development to occur here in the city in the future. How that occurs, it's kind of like Corporate Woods and other office parks. If you think about those, they come together with landowners and developers, and you bring together a master plan development, essentially, that addresses those access issues and other elements.

So, that's where we have a situation here. When we look at the logic of the comp plan, and I stress the land use aspect because I think that's the first element that you need to consider – What is the appropriate future land use in this area? Aside from the development, we could have any number of development proposals come up here in the future. So, it's hard to speculate how those items will get addressed any better, or if they would be worse proposals than what's before you tonight. But, I would emphasize looking first at that land use question, and if you can't answer that question one way or another, then I think you start looking at those details like Commissioner Nelson brought up. These other concerns that may prevent you from approving this development, or recommending approval of the development.

So, in the long run, being the land planner I am, and the city planner I am, a lot of this recommendation for denial is based on this Comprehensive Plan, and the fact that we believe this is a policy statement by the City that the preferred development west of US-169 Highway is for this future employment area and other growth to occur in this area. I'll leave it at that.

Chairman Vakas: That's good. That's a very clear summation of what we're dealing with. Commissioners, unless there's further discussion, may I have a motion?

Comm. Rinke: I'd like to make a comment. I'd like to echo Mr. Corcoran's comments with regard to having the access from 167<sup>th</sup> Street. To me, that makes absolutely no sense. I would hate to see the City try to do that and mess up the wetlands, and what-have-you. But, with regard to what's appropriate use here, I do feel like we should stick with the Comprehensive Plan and look for an employment area-type development. So, for that reason, I would be opposed to the application.

*Motion by Commissioner Rinke, seconded by Commissioner Nelson, to recommend denial of RZ-16-012, for the following reasons:*

- 1) The proposed development is inconsistent with the Future Land Use Map.
- 2) As proposed, the development does not provide the required north-south collector street between Lone Elm Road and US 169 Highway.
- 3) The development would rely on subpar emergency access, connectivity, and traffic circulation to serve its residents.

*Aye: Nelson, Rinke, Munoz, Corcoran, Vakas (5)*

*No: Freeman (1)*

*Motion to deny carried 5-1.*

Ms. Kynard: This will go to City Council with a recommendation for denial, for the Council to consider. That will be at the second February meeting.

**ORDINANCE NO. 17-11**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OLATHE, KANSAS, AS ADOPTED BY REFERENCE IN SECTION 18.20.030 OF THE OLATHE MUNICIPAL CODE; FURTHER AMENDING SAID SECTION 18.20.030 BY REINCORPORATING SUCH MAP AS AMENDED.**

**WHEREAS**, Rezoning Application No. RZ-16-012 requesting rezoning from Johnson County RUR to Olathe R-3 was filed with the City of Olathe, Kansas, on the 30<sup>th</sup> day of September 2016; and

**WHEREAS**, proper notice of such rezoning application was given pursuant to K.S.A. 12-757 and Chapter 18.40 of the Olathe Municipal Code; and

**WHEREAS**, public hearings on such application were held before the Planning Commission of the City of Olathe, Kansas, on the 23<sup>rd</sup> day of January 2017; and

**WHEREAS**, said Planning Commission has recommended that such rezoning application be denied.

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

**SECTION ONE:** That the Zoning Map of the City of Olathe, Kansas, is hereby ordered to be amended insofar as the same relates to certain parcels of land legally described as:

A tract of land located in the Northeast Quarter of Section 23, Township 14, Range 23 in the City of Olathe, Johnson County, Kansas being more particularly described as follows:

Commencing at the Southeast Corner of said Northeast Quarter; thence North 02 degrees, 03 minutes, 34 seconds West, along the East line of said Quarter Section, 1045.19 feet; thence South 87 degrees, 56 minutes, 26 seconds West, 174.15 feet to the existing West Right-of-Way line of U.S. Highway 169 and the POINT OF BEGINNING; thence North 61 degrees, 26 minutes, 29 seconds West, 427.97 feet to a point of curvature; thence Northwesterly along a curve to the left, having a radius of 250.00 feet and an arc length of 197.12 feet to a point of tangency; thence South 73 degrees, 22 minutes, 57 seconds West, 681.55 feet to a point of curvature; thence Southwesterly along a curve to the left, having a radius of 250.00 feet and an arc length of 396.80 feet to a point of reverse curvature; thence Southwesterly along a curve to the right, having a radius of 550.00 feet and an arc length of 252.65 feet to a point of tangency; thence South 08 degrees, 45 minutes, 46 seconds West, 11.47 feet to a point of curvature; thence Southwesterly along a curve to the right, having a radius of 325.00 feet and an arc length of 360.94 feet to a point of tangency; thence South 72 degrees, 23 minutes, 38 seconds



West, 336.29 feet; thence South 02 degrees, 25 minutes, 59 seconds East, 138.44 feet to the proposed North Right-of-Way line of West 171st Street; thence North 88 degrees, 09 minutes, 02 seconds East, 60 feet North of and parallel with the South line of the Northeast Quarter, 1947.00 feet to the existing West Right-of-Way of U.S. Highway 169; thence along the West Right-of-Way the following three courses:

- 1) North 01 degree, 52 minutes, 28 seconds West, 467.17 feet;
- 2) North 04 degrees, 56 minutes, 33 seconds West, 100.10 feet;
- 3) North 02 degrees, 04 minutes, 33 seconds West, 417.42 feet to the

POINT OF BEGINNING containing 1,692,200 square feet or 38.85 acres more or less, plus adjacent right-of-way.

#### Proposed West 171st Street Right-of-Way

A tract of land located in the Northeast Quarter of Section 23, Township 14, Range 23 in the City of Olathe, Johnson County, Kansas being more particularly described as follows:

BEGINNING at the Southwest Corner of said Northeast Quarter; thence North 01 degree, 59 minutes, 06 seconds West, along the West line of said Quarter Section, 60.00 feet; thence North 88 degrees, 09 minutes, 02 seconds East, 60 feet North of and parallel with the South line, 2474.34 feet to the existing West Right-of-Way of U.S. Highway 169; thence South 01 degree, 52 minutes, 28 seconds East, along the Right-of-Way, 60.00 feet to the South line of the Northeast Quarter; thence South 88 degrees, 09 minutes, 02 seconds West, along the South line, 2474.23 feet to the POINT OF BEGINNING containing 148,457 square feet or 3.41 acres, more or less.

Said legally described property is hereby rezoned from a Johnson County RUR District to a City of Olathe R-3 District.

**SECTION TWO:** That this rezoning is approved subject to the following stipulation(s):

(Insert stipulations)

**SECTION THREE:** That Section 18.20.030 of the Unified Development Ordinance, which incorporates by reference the Olathe Zoning Map, is hereby amended by reincorporating by reference the said Zoning Map as it has been amended in Section One of the Ordinance.

**SECTION FOUR:** That this Ordinance shall take effect from and after its passage and publication as provided by law.

**PASSED** by the Governing Body this 21<sup>st</sup> day of February 2017.

**SIGNED** by the Mayor this 21<sup>st</sup> day of February 2017.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

# COUNCIL AGENDA ITEM

PW-C

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**Department:** Public Works, City Planning Division

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Sean Pendley, Senior Planner

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**Subject:** Consideration of Ordinance No. 17-12, RZ-16-018, requesting a rezoning from C-2 district to C-3 district and preliminary site development plan for SurePoint Self Storage on 2.7± acres; located in the vicinity of 134<sup>th</sup> Place and Black Bob Road.

**Owner:** Stuart Krigel Family Trust

**Applicant:** Jeff Bailey, Bailey Commercial

**Engineer:** Matt Fogarty, Premier Civil Engineering

**Architect:** Cheryl Cole, Archon Architects

**Focus/Perspective Area:** Economic Viability

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**Executive Summary:** The following is a request for a rezoning from C-2 district to C-3 district and a preliminary site development plan for SurePoint Self Storage. The subject property is located on the north side of 134<sup>th</sup> Place and one block west of Black Bob Road. A related final plat (P-16-056) is also on this agenda.

The proposed development consists of a 3-story self-storage building with all climate-controlled units. There are no overhead doors for direct storage on the exterior of the building. The applicant has provided a project narrative and a sample picture for another SurePoint Self Storage building.

There are existing private streets located to the south and east of the site. New private access streets will be extended on the north property line (134<sup>th</sup> Terrace) and west side of the site. The main access drive will be on the west private street and a secondary access is located on the east drive.

The proposed 3-story building materials consist of stucco, split-faced CMU, glass and architectural metal. Staff recommended incorporating the use of brick on the exterior facades to be compatible with surrounding commercial buildings. There are no overhead doors on the exterior of the building. However, the building includes clear glass with overhead doors on the interior that are intended to be visible on south and west elevations. Staff recommended stipulations for spandrel glass or opaque glass so the overhead doors are not visible.

On January 23, 2017, the Planning Commission held a public hearing for the rezoning. There were questions regarding architectural requirements. The Commissioners indicated that they supported the proposed building materials with stucco and split-faced CMU since all sides of the building met the minimum requirements of 80 percent Category 1 materials. However, they recommended additional glass and architectural treatments on the North and East elevations to meet the commercial building design standards.

The Planning Commission recommended approval of the rezoning by a vote of 6-0 as stipulated on pages 17 and 18 of the minutes. The Commissioners recommended removal of the original stipulation (2) for the rezoning which required the use of brick on all facades.

Following the Planning Commission meeting, the applicant revised the building elevations to include additional glass on the North and East facades and architectural features to address other stipulations (see Revised Building 2-14-17). The revised building design includes the following changes:

- Additional glass features, increased from 2 percent to 12 percent on North Elevation
- Additional horizontal and vertical articulation (wall projections) to meet design requirements
- Revised the color of overhead doors from green to brown to match the building exterior

The revised building elevations corrected three of the stipulations that were recommended by the Planning Commission (Stipulations 1, 3 and 5 from the minutes). Therefore, these stipulations have been removed from the zoning ordinance. Staff also supports removal of the stipulation for a minimum of 20 percent glass on the North and East Elevations since the revised building includes considerably more glass than the previous

design (Stipulation 1 in the ordinance). However, staff recommends the use of brick in lieu of split-faced CMU. The following is the stipulation that was removed by the Planning Commission; *“The building shall incorporate brick, in lieu of all stucco and split-faced CMU, on all elevations to comply with standards for façade expression and to be compatible with surrounding commercial buildings”*.

The future land use map of the *Comprehensive Plan* identifies the subject property as “Commercial Corridor”. The proposed rezoning to C-3 district and development of a mini- storage warehouse is consistent with the future land use plan. Nobody spoke in opposition at the public hearing and no protest petitions have been submitted for the rezoning.

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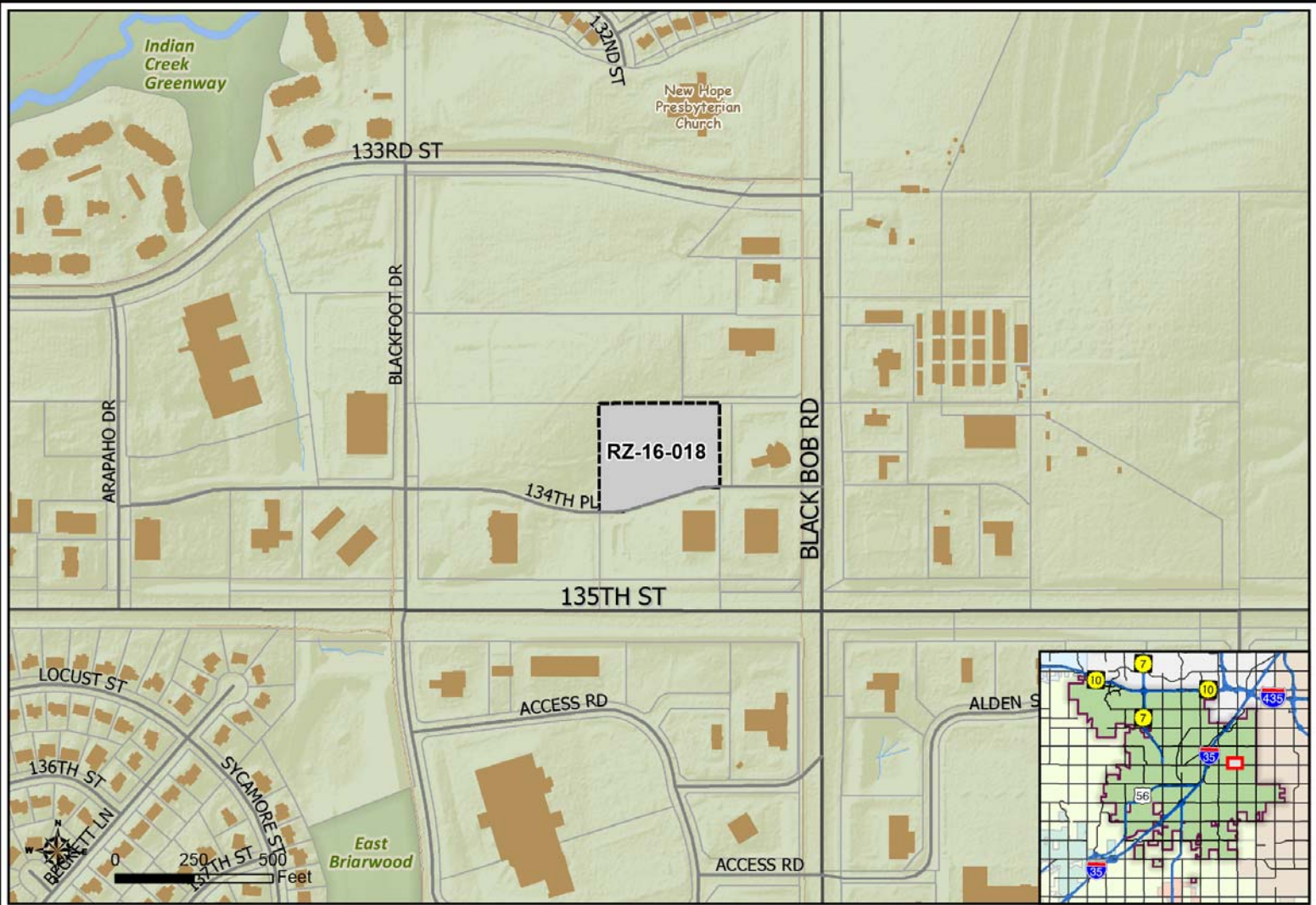
**Fiscal Impact:**           None.

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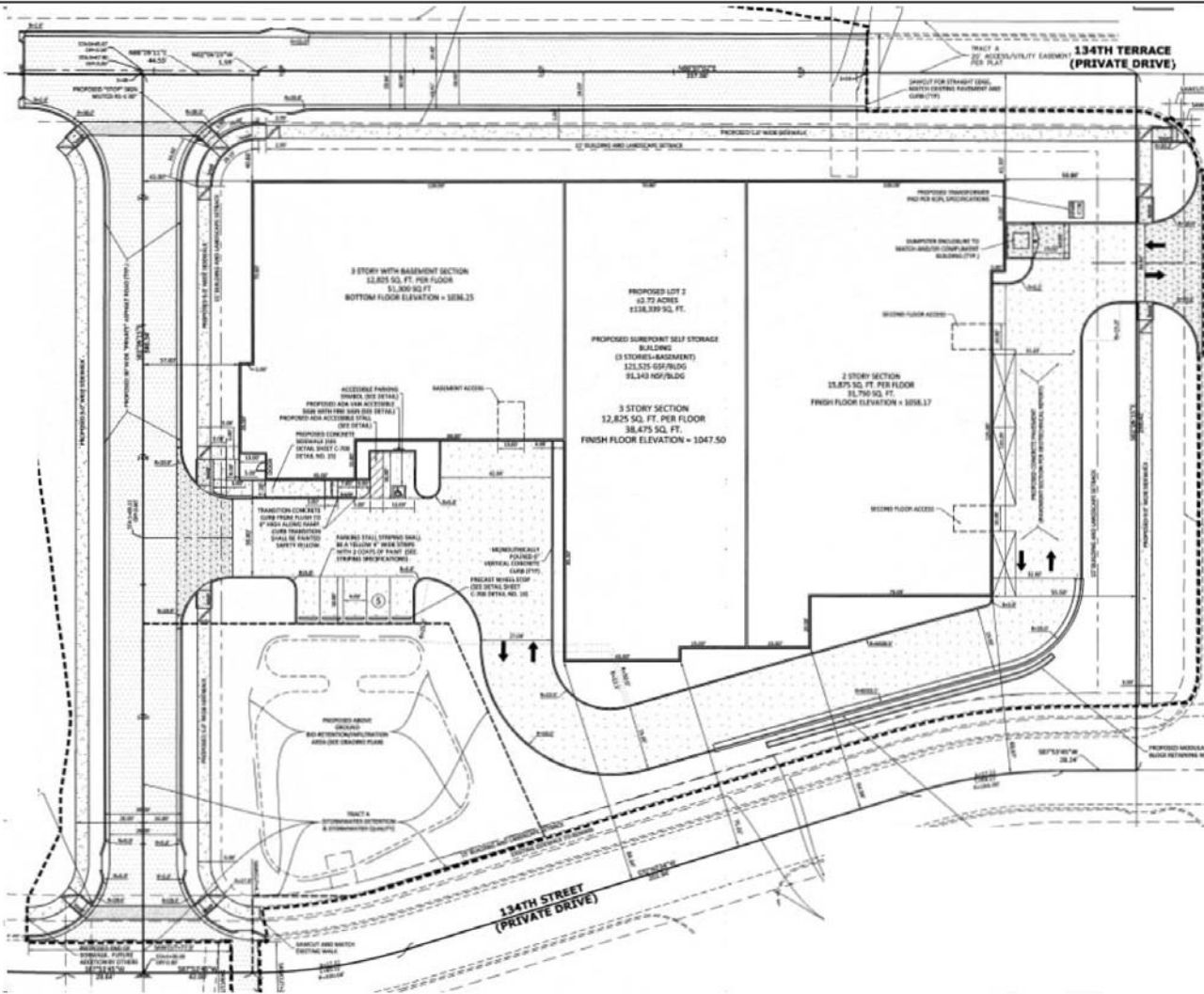
**Recommendations/Options/Action Requested:**

1.     Approve Ordinance No. 17-12 for a rezoning from C-2 district to C-3 district and preliminary development plan for SurePoint Self Storage as recommended by the Planning Commission and as amended by staff.
  2.     Deny Ordinance No. 17-12 for a rezoning from C-2 to C-3 district.
  3.     Return the rezoning application to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body’s failure to approve or disapprove.
- 

- Attachments:**
- A.    Maps.
  - B.    Planning Commission minutes.
  - C.    Ordinance No. 17-12.
  - D.    Project Narrative 01-18-17.
  - E.    Photo with Architectural Doors 02-15-17.
  - F.    Revised Building color renderings 02-14-17.
  - G.    Building NE revised 02-14-17.
  - H.    Building SW revised 02-14-17.



**SURE POINT SELF STORAGE**  
**RZ-16-018**



User: jaredm  
Date: 01/10/2017

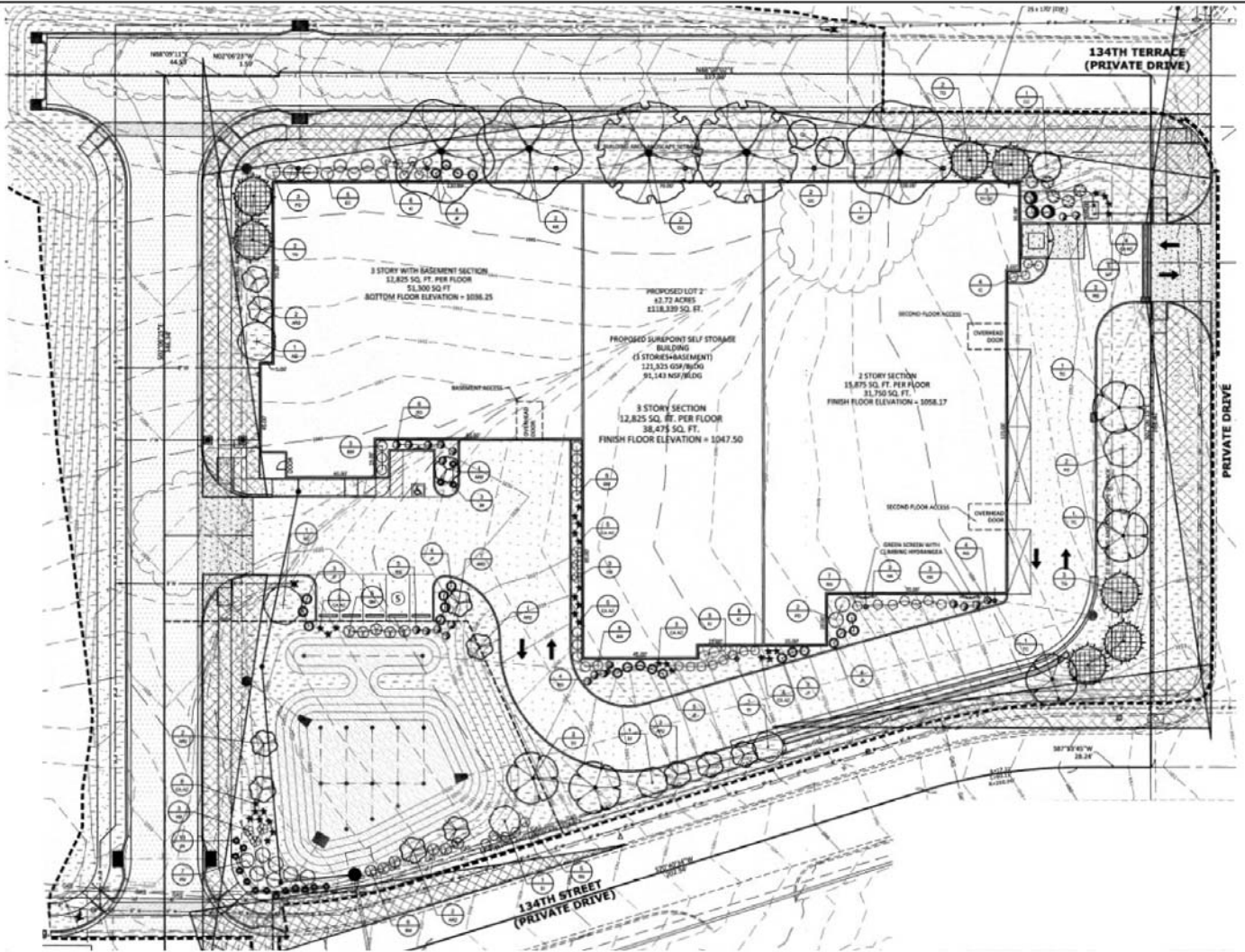
**SURE POINT SELF STORAGE**  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

**RZ-16-018**

SITE PLAN







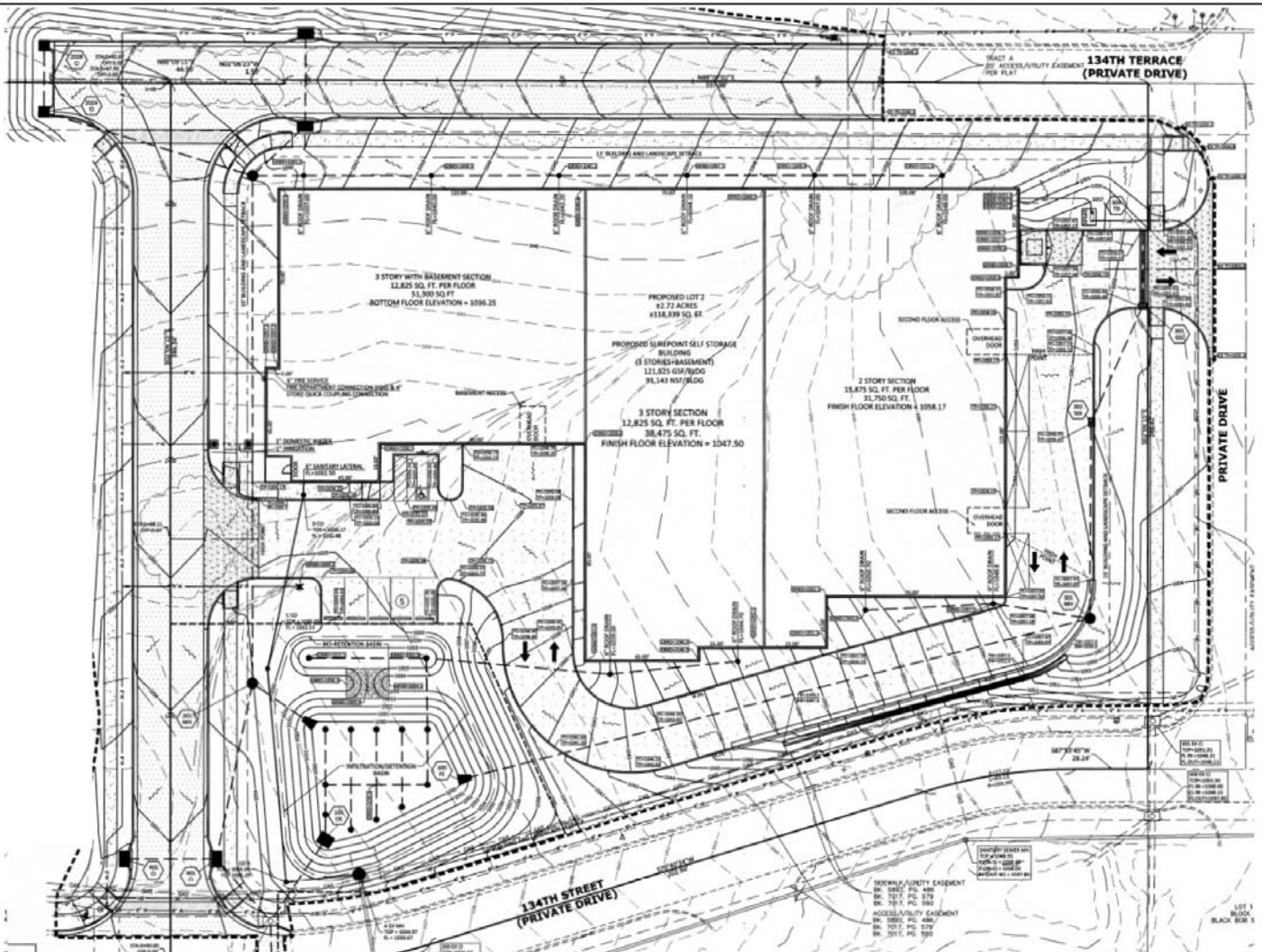
User: jaredm  
Date: 01/10/2017

SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

RZ-16-018

LANDSCAPE PLAN





User: jaredm  
Date: 01/10/2017

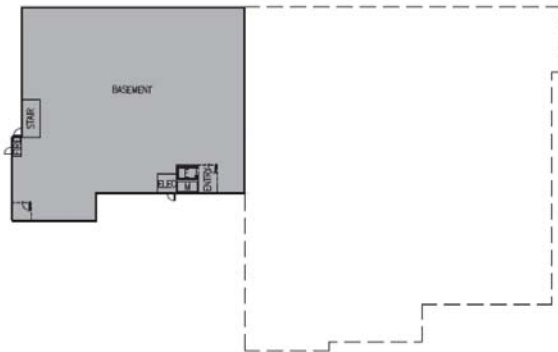
SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

RZ-16-018

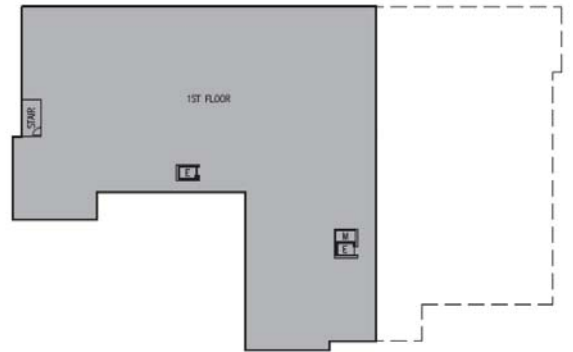
GRADING PLAN



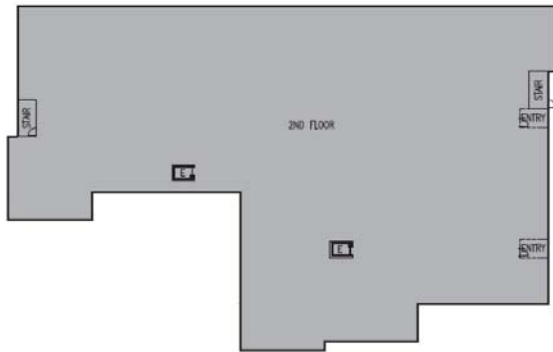




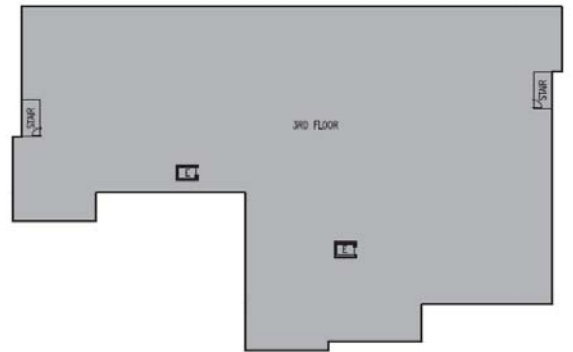
1 BASEMENT FLOOR EGRESS  
SCALE: 1" = 30'-0"



2 1ST FLOOR EGRESS  
SCALE: 1" = 30'-0"



3 2ND FLOOR EGRESS  
SCALE: 1" = 30'-0"



4 3RD FLOOR EGRESS  
SCALE: 1" = 30'-0"



User: jaredm  
Date: 01/10/2017

SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

RZ-16-018

FLOOR PLANS



1 SOUTH ELEVATION - 134TH PLACE (PRIMARY FACADE)

2 WEST ELEVATION - WEST SHARED ACCESS (PRIMARY FACADE)

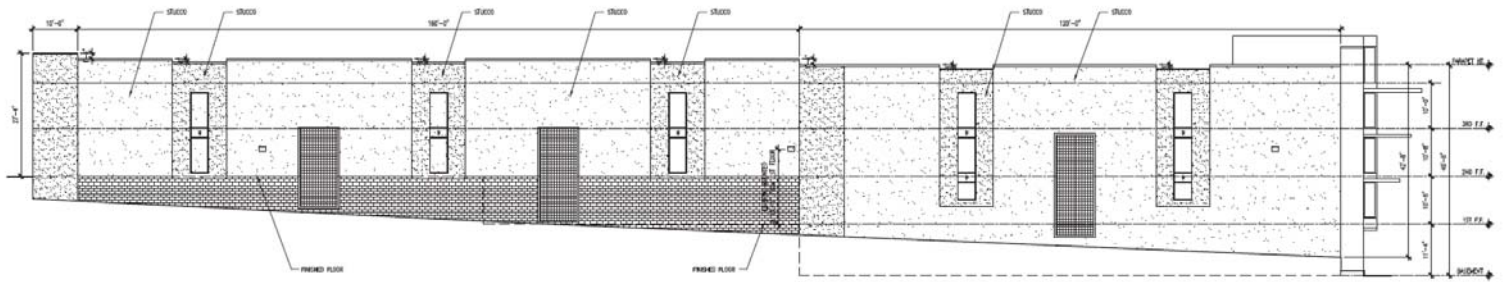
3 WEST ELEVATION - BEYOND

SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

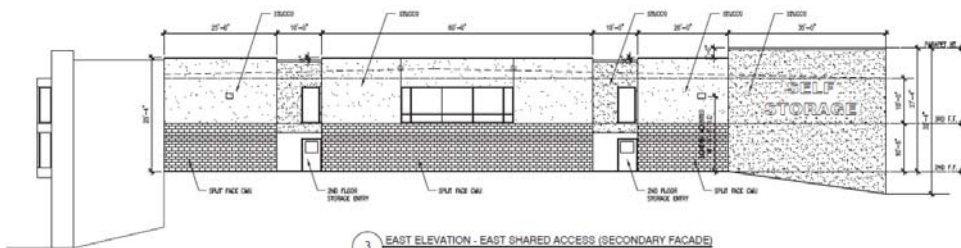
**RZ-16-018**

## BUILDING ELEVATIONS

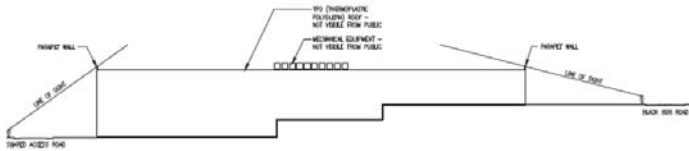




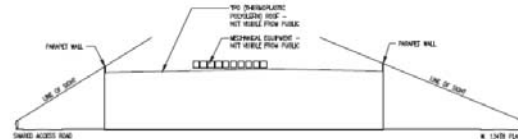
4 NORTH ELEVATION - NORTH SHARED ACCESS (PRIMARY FACADE)  
SCALE 3/32" = 1'-0"



3 EAST ELEVATION - EAST SHARED ACCESS (SECONDARY FACADE)  
SCALE 3/32" = 1'-0"



4 WEST-EAST ROOF VISIBILITY LINE OF SITE  
N.T.S.



5 NORTH-SOUTH ROOF VISIBILITY LINE OF SITE  
N.T.S.

SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

RZ-16-018

BUILDING ELEVATIONS





User: jaredmd  
Date: 01/19/2017

SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

**RZ-16-018**

MAIN ENTRY - RENDERING





SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

**RZ-16-018**

SOUTH FACADE -  
RENDERING

User: jaredmd  
Date: 01/16/2017







User: jaredmd  
Date: 01/19/2017

SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

RZ-16-018

MAIN ENTRY -  
RENDERING





User: jaredmd  
Date: 01/19/2017

SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

**RZ-16-018**

SOUTH WEST FACADE -  
RENDERING





SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

**RZ-16-018**

SOUTH EAST FACADE -  
RENDERING

User: jaredmd  
Date: 01/16/2017







User: jaredmd  
Date: 01/10/2017

SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

**RZ-16-018**

NORTH EAST FACADE -  
RENDERING





SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

**RZ-16-018**

NORTH FACADE -  
RENDERING

User: jaredmd  
Date: 01/10/2017





User: jaredmd  
Date: 01/10/2017

SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

**RZ-16-018**

NORTH WEST FACADE -  
RENDERING





SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

**RZ-16-018**

WEST FACADE -  
RENDERING

User: jaredmd  
Date: 01/10/2017







User: jaredmd  
Date: 01/10/2017

SURE POINT SELF STORAGE  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

**RZ-16-018**

WEST ENTRY -  
RENDERING





City of Olathe  
City Planning Division

## MINUTES

### Planning Commission Meeting: January 23, 2017

<b>Application:</b>	<b><u>RZ-16-018</u> Rezoning from C-2 to C-3 (commercial) district, preliminary development plan for SurePoint Self Storage</b>
<b>Location:</b>	Vicinity of 134 <sup>th</sup> Place and Black Bob Road
<b>Owner:</b>	Stuart Krigel Family Trust
<b>Applicant:</b>	Bailey Commercial, Jeff Bailey
<b>Engineer:</b>	Premier Civil Engineering, Matt Fogarty
<b>Architect:</b>	Archcon Architects, Cheryl Cole
<b>Staff Contact:</b>	Sean Pendley, Senior Planner

<b>Site Area:</b>	<u>2.7± acres</u>	<b>Proposed Use:</b>	<u>Mini-Storage</u>
<b>Lots:</b>	<u>1</u>	<b>Plat:</b>	Unplatted – final plat pending ( <u>P-16-056</u> )
<b>Building Area:</b>	<u>34,690 sq. ft. (total)</u>	<b>Zoning:</b>	<u>C-2</u> (existing) <u>C-3</u> (proposed)

	<b>Plan Olathe Land Use Category</b>	<b>Existing Use</b>	<b>Current Zoning</b>	<b>Site Design Category</b>	<b>Building Design Category</b>
<b>Site</b>	<b>Commercial Corridor</b>	<b>Undeveloped</b>	<b>C-2</b>	<b>3</b>	<b>C</b>
<b>North</b>	Commercial Corridor	Restaurant/ Undeveloped	C-2	-	-
<b>South</b>	Commercial Corridor	Commercial	C-2	-	-
<b>East</b>	Commercial Corridor	Bank	C-2	-	-
<b>West</b>	Commercial Corridor	Undeveloped	C-2	-	-

**1. Proposal:**

The applicant is requesting a rezoning from C-2 (Community Commercial) district to C-3 (Regional Center) commercial district and a preliminary site development plan for SurePoint Self Storage. The subject property is located on the north side of 134<sup>th</sup> Place and one block west of Black Bob Road. Mini-storage or self-storage buildings are not permitted in C-2 districts. Therefore, the applicant is requesting a rezoning to a C-3 district.

The proposed development consists of a 3-story self-storage building with all climate-controlled units. There are no overhead doors for direct storage on the exterior of the building. The applicant has provided sample pictures for another SurePoint Self Storage building.

**2. History:**

The subject property was rezoned to C-2 district in 1988 (RZ-06-88). The preliminary site plan identified a strip retail center on this site. No final plats or final site development plans have been approved for the property.

**3. Public Notice/ Neighborhood Information:**

The applicant mailed the required public notification letters to surrounding properties within 200 feet and posted signs on the subject property over 20 days prior to the public hearing per *UDO* requirements.

Staff received three calls from surrounding commercial property owners with questions about the proposed development. There were no concerns regarding the rezoning or proposed use.

**4. Zoning Requirements:**

- a. **Setbacks** – The proposed development meets the required building setbacks for C-3 districts. The proposed parking lot and access drives comply with minimum parking/paving setbacks of 15 feet from property lines or street right-of-way.
- b. **Building Height** – The standard maximum building height for C-3 districts is 3 stories or height of 40 feet from finished grade. However, additional height up to 5 stories or 64 feet is allowed with Building Design Category C. The proposed self-storage building ranges from two stories to four stories due to the grade of the site. The building has a maximum height of 53 feet from grade on the west side of the site.

**5. Development Requirements:**

- a. **Access/Streets** – There are existing private streets located to the south and east of the site. New private access streets will be extended on the north property line (134<sup>th</sup> Terrace) and west side of the site. The main access drive will be on the west private street and a secondary access is located on the east drive. Sidewalks are provided on the private streets in accordance with the *Unified Development*

*Ordinance (UDO)*. The applicant has provided a preliminary design for 134<sup>th</sup> Terrace to demonstrate that the proposed design will not negatively impact the property located west of the project.

- b. **Parking** – The site plan identifies a total of six parking spaces, including one accessible space. There are also parallel three spaces on the east side of the building that could allow parking for vehicles with trailers.

Mini-storage warehouses are required to have a minimum of three (3) spaces in accordance with the *Unified Development Ordinance (UDO)*.

A photometric plan for parking lot lighting was submitted with the preliminary site development plan. The proposed light levels comply with *UDO* requirements for maximum foot-candles.

- c. **Landscaping** – The preliminary landscape plan shows a variety of evergreen, deciduous and ornamental trees and shrubs around the perimeter of the site. Foundation landscaping is also proposed on the sides of the building facing streets and parking areas.
- d. **Stormwater/Detention** – Existing runoff flows southeasterly through the site to a curb inlet on 134<sup>th</sup> Street. The existing drainage patterns will be maintained and all proposed runoff will be collected in inlets and pipes and discharged into the detention basin.

Tract A includes a detention basin and water quality features as required by the City's detention and water treatment requirements (Title 17).

- e. **Public Utilities** – The site is located within the City of Olathe water and sanitary sewer areas. Public main extensions will be required, which will be approved by the Public Works Department. The development must provide adequate public facilities in accordance with *Unified Development Ordinance (UDO) 18.30.040*.
- f. **Fire Codes** – The maximum grade of fire apparatus access roads is required to be no steeper than 10%. The final site development plan shall identify grades for all private drives.

All portions of the building will be required to be within 600 feet of a hydrant (travel distance) for sprinklered buildings. A fire department connection (FDC) is required within 100 feet of a hydrant for sprinklered buildings.

## 6. Site Design Standards:

The subject property is located in a Commercial Corridor area and the required design standards are **Site Design Category 4** (*UDO 18.15.120*).

<b><i>Composite Site Design (Category 4)</i></b>	<b><i>Proposed Design</i></b>
<i>Outdoor Amenity Space</i>	Not required since the site is less than 4 acres.
<i>Parking Pod Size</i>	The proposed parking lots are well below the



	maximum requirement of 80 spaces per parking pod.
<i>Pedestrian Connectivity</i>	New sidewalks are proposed on all private streets. Existing sidewalk along 134 <sup>th</sup> Place will remain.
<i>Detention and Drainage Features as Amenities</i>	Bio-retention basin with perimeter landscaping.

## 7. Building Design Standards:

The development is subject to **Building Design Category C** (*UDO 18.15.035*). All sides of the building are considered primary elevations since they are facing private streets and are visible to the public.

<b>Composite Building Design (Category C)</b>	<b>Proposed Design</b>
<i>Horizontal Articulation</i>	Wall offsets and projections are provided every 50 feet on the south and east facades. <b>Additional offsets or projections are required on north and west facades.</b>
<i>Vertical Articulation</i>	Raised parapets or changes in height are required every 50 feet of façade width. The south and west elevations meet the design standards. <b>The north and east elevations do not provide adequate variation in height.</b>
<i>Focal Point Element</i>	A corner element with raised parapets and storefront glass is provided at the main entry.
<i>Façade Expression</i>	Metal canopies above windows and green screens on south facade. <b>Additional façade expression required on north, east and west facades.</b>

- a. **Horizontal Articulation** – The proposed building design includes wall offsets of at least 4 feet and projections on the south and west facades. ***The north elevation has no wall offsets and the east façade has only 1 wall offset of 5 feet. Horizontal articulation tools are required every 50 feet of façade width.***
- b. **Vertical Articulation** – The building includes raised parapets on the south and west facades. The north elevation has minimal variation in height with only 1' 4" change in parapet height and the east elevation has only one change of 2'. ***Variation in height is required every 50 feet of linear façade. The minimum change in building height is 2 feet for 2-story buildings and 4 feet for buildings greater than two stories.***
- c. **Focal Point Element** – The south and west corners of the building include raised parapets and storefront glass at the main entry.
- d. **Façade Expression Tools** – The south facade includes canopies and green screens. The north, east and west elevations require additional façade expression. ***Staff recommends changes in materials, including brick, to be compatible with surrounding commercial buildings.***

Section 18.50.035.C. of the UDO provides the façade expression tools and minimum standards for Building Design Category C. Below is an excerpt showing some of the options.

All buildings in Building Design Category C must incorporate additional façade expression to add visual interest. For buildings up to two stories in height, one option must be selected from the following list. For buildings over two stories in height, two options must be selected:

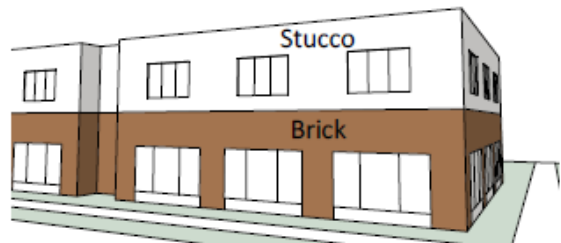
**1. Expression Line**

A horizontal projection (or combination of projections) such as a molding or series of balconies extending along at least 60% of the linear façade width above the first floor level.



**2. Change in Materials**

A change in materials between lower and upper floors for the full length of the primary façade.



**3. Awning/Canopy**

Use of an awning or canopy above transparent glass windows or other ground floor pedestrian interest areas for at least 60% of the linear façade width. (Note that these design elements may also be used to meet requirements for front-facing entry elements).



- e. **Transparent Glass** – Category C design standards require transparent glass on a minimum of 30 percent of primary facades. However, staff would support 20 percent glass on primary facades due to the higher percentage of Category 1 materials proposed. The south façade includes 20 percent glass. The west façade has 16 percent glass, east façade 6 percent, and north façade has 2 percent glass. ***Staff recommends additional glass on the north and east facades.***
- f. **Overhead Doors** – There are no overhead doors on the exterior of the building. However, the building includes clear glass with overhead doors on the interior that are intended to be visible on south and west elevations. Category C standards require overhead doors to be facing rear property lines. Although the overhead doors are not on the exterior of the building, staff recommends spandrel glass or tinted glass so the overhead doors are not visible from outside the building. The applicant has indicated that visibility of the storage units is essential for their business.

- g. **Building Materials** – The proposed building materials consist of stucco, split-faced CMU, glass and architectural metal. All sides of the building are considered primary elevations since they are facing private streets and are visible to the public. The minimum requirement for primary facades is 80 percent Category 1 materials.

	Category 1 Materials	Category 2 Materials	Requirement (Category 1 / 2)
<b>South Elevation</b>	Stucco/Glass <b>84%</b>	CMU/ Metal <b>16%</b>	<b>80% / 20%</b> (min. / max.)
<b>West Elevation</b>	Stucco/Glass <b>95%</b>	CMU/ Metal <b>5%</b>	<b>80% / 20%</b> (min. / max.)
<b>North Elevation</b>	Stucco/Glass <b>92%</b>	CMU/ Metal <b>8%</b>	<b>80% / 20%</b> (min. / max.)
<b>East Elevation</b>	Stucco/Glass <b>73%</b>	CMU/ Metal <b>27%</b>	<b>80% / 20%</b> (min. / max.)

The South, North and West facades exceed the required percentage of Category 1 building materials. The East façade has 73 percent Category 1 materials which is below the requirement of 80% for primary facades. Staff recommends the use of brick on this elevation in addition to the other elevations to provide higher quality materials to be compatible with surrounding commercial buildings.

- h. **Mechanical Equipment** – All building mounted and ground mechanical equipment shall be screened by landscaping or architectural features per *UDO* requirements. The applicant has provided line-of-sight drawings showing the rooftop mechanical equipment will be screened by roof parapets and will not be visible from public areas.
- i. **Signage** – The building renderings indicate three separate wall signs, which is the maximum number of signs for C-3 districts. Sign permits are required for all monument signs and wall signs in accordance with *UDO* requirements for sign area, height and setbacks.

## 8. Comprehensive Plan Analysis:

The future land use map of the *Comprehensive Plan* identifies the subject property as “Commercial Corridor”. The proposed rezoning to C-3 district and development of a mini-storage warehouse is consistent with the future land use plan. The following are criteria for considering rezoning applications as listed in *Unified Development Ordinance (UDO) Section 18.40.090 G*.

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

- **Policy LUCC-8.2: “Compatibility of Adjacent Land Uses.** “Where a mixture of uses is not appropriate or uses are not complementary, use zoning as a tool to avoid or minimize conflicts between land uses that vary widely in use, intensity or

*other characteristics. This may include buffering, landscaping, transitional uses and densities”.*

- **Principle LUCC-6-2: Santa Fe (135<sup>th</sup> Street) Commercial Corridor.** *“The Santa Fe Commercial Corridor includes community retail uses, as well as offices, and business and personal services. While the district is largely the location for highway business and auto-related uses, it also offers opportunities to transform the area over time to being a mixed-use, multi-modal area”.*

The proposed mini-storage building is consistent with uses in the 135<sup>th</sup> Street Commercial Corridor. The site is located in an area where infrastructure and public services already exist.

- 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 surrounding area consists of commercial buildings, undeveloped property and apartments. The proposed 3-story building is taller than surrounding one and two-story 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 surrounding properties are all zoned C-2 commercial. There is another C-3 district with mini-storage buildings to the west of Black Bob Road. The rezoning to C-3 district is appropriate for this site since the *Comprehensive Plan* identifies this as a commercial corridor.

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

The subject property must be rezoned to a C-3 district to allow the proposed self-storage use. The proposed building complies with C-3 zoning requirements for building height and setbacks.

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

The site has never been developed since it was rezoned to C-2 district.

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

The proposed development with a self-storage building, as stipulated, is compatible with surrounding commercial properties. The proposed development could have potential negative impacts for surrounding commercial properties if the appropriate building design and materials are not used.

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

The proposed self-storage building is consistent with Commercial Corridor uses. The Traffic Engineering staff has reviewed the proposed development plan and supports the proposed improvements for 134<sup>th</sup> Terrace and access drives to the private streets.

The proposed parking for the storage building complies with minimum parking requirements.

***H. 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. The site includes a bio-retention basin and best management practices for water quality to comply with the City's stormwater requirements.

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

The proposed development with a new commercial building would generate additional tax revenue compared to undeveloped property.

**9. Staff Recommendation:**

A. Staff recommends approval of RZ-16-018 for the following reasons:

- (1) The proposed development complies with the Goals, Objectives and Policies of the *Comprehensive Plan*.
- (2) The rezoning to C-3 district meets the *Unified Development Ordinance (UDO)* criteria for considering zoning applications.
- (3) As stipulated, the proposed development complies with the development and performance standards for C-3 zoning classification.

B. Staff recommends approval of RZ-16-018 with the following stipulations to be included in the zoning ordinance:

- (1) The proposed development shall comply with requirements for composite design standards for **Building Design Category C** (*UDO 18.15.035*).
- (2) The building shall incorporate brick, in lieu of all stucco and split-faced CMU, on all elevations to comply with standards for façade expression and to be compatible with surrounding commercial buildings.
- (3) The East building elevation shall include a minimum of 80 percent Category 1 building materials, including brick.
- (4) The North and East building elevations shall include a minimum of 20 percent glass for primary facades.
- (5) The North and East elevations shall include vertical articulation every 50 feet of linear façade per Building Design Category C standards.

- (6) The windows on the South and West elevations shall include spandrel glass or the interior shall be revised so storage unit doors are not visible from outside the building.
  - (7) Outdoor storage of materials or equipment is prohibited.
- C. Staff recommends approval of the preliminary development plan with the following stipulations to be completed with the final site development plan.
- (1) The final plat shall be recorded prior to building permit.
  - (2) A final site development plan shall be approved in accordance with *UDO* requirements.
  - (3) A parking lot lighting plan, in accordance with *UDO* requirements, shall be submitted and approved with the final site development plans.
  - (4) Sign permits are required for wall and monument signs. The signs shall comply with *UDO* requirements for setbacks, height and area.
  - (5) All on-site wiring and cables shall be placed underground.
  - (6) As required by the *UDO*, all exterior ground or building mounted equipment, including but not limited to mechanical equipment, utility meter banks and coolers, shall be screened from public view with landscaping or an architectural treatment compatible with the building architecture.

*Sean Pendley, Senior Planner appeared before the Planning Commission and presented the staff report, as follows:*

Mr. Pendley: The following application is a request for a rezoning from C-2 to C-3, Commercial District, and a preliminary development plan for SurePoint Self-Storage. The subject property is located on the north side of 134<sup>th</sup> Place between Black Bob Road and Blackfoot. It's about one block north of 135<sup>th</sup> Street and one block west of Black Bob Road. The existing site is zoned commercial and the surrounding area is zoned commercial. There are a variety of commercial and retail uses, as well as undeveloped land to the north of the property.

The subject property is 2.7 acres. This is to show an aerial photo of the existing site. There's actually two parts – the site that we're talking about for the rezoning to C-3 for the proposed self-storage development, but there is also the remaining property to the west, which is part of the plat application that is related to this rezoning. The proposed development consists of a three-story climate-controlled self-storage development with a total floor area of approximately 35,000 square feet. There will be access from extensions of existing private drives. There is an existing private drive to the south, which is 134<sup>th</sup> Street. There will be an extension of the new private drive to the north and east/west to serve this site, as well as an existing access to the east. So, the access to the proposed development will be from an existing access drive to the east, but the main access will be from the west, from the proposed private drive that will serve as the main entrance to the self-storage development. There will be circulation around the site with the private access drive. The proposed development as stipulated will meet all fire codes and Public Works requirements for stormwater detention. They are showing a detention basin with bio-retention and best management practices for water quality. There will be sidewalks

proposed around all private drives, as well as the existing private drives. So, the site as proposed meets all of the required development standards for commercial development.

Landscaping will be provided around the perimeter of the development, including screening for all parking areas facing private drives. Foundation landscaping around all sides of the building, as well as screening for the perimeter, and within the interior of the site.

The proposed building is a three-story climate-controlled building. There will be no exterior access for storage. It will all be interior. The applicant has provided a floor plan, as well as detailed building plans, floor plans showing the building does have a basement. So, due to the topography and the change in grade, it looks like a four-story building from the west side, but it is truly a three-story with a basement. On the far east end of the site where the grade is higher, it actually looks more like a two-story building. The applicant has provided floor plans.

Building elevations. A variety of materials are proposed. Again, a three-story building. The top drawing is the south elevation, which would be the view from 135<sup>th</sup> Street, or actually, fronting 134<sup>th</sup> Place. That would be the main view of the building from 135<sup>th</sup> Street. The middle drawing is the west elevation facing the proposed access drive and the main entry to the building. The bottom drawing is the other half, the inset part of the building, which essentially is in this location here. The applicant has provided renderings that show this in better detail. The primary building materials consist of applied stucco and split-faced CMU. It's a little more evident in the color renderings, but essentially a split-faced CMU around the base of all facades. These drawings show the north elevation, which is the back side of the building. The middle drawing shows the east elevation, facing the secondary access road to the site. The applicant has also provided cross-sections of the building showing screening from mechanical equipment. There will be rooftop units for mechanical equipment that will be screened by the height of the building.

As indicated, the applicant has provided color renderings. This shows the main entrance, which faces essentially the southwest; an entry to the site showing the office and main entry to the building. Glass façade at the entry, a corner element. This south elevation, and the west, meets most of the composite designs for commercial buildings. This site, due to the rezoning to C-3 District, and the fact that it is over two stories in height, requires a higher design standard and is subject to Building Design Standard C as opposed to D, for your conventional commercial corridor uses. So, a little higher design standard is required. A minimum of 80 percent Category 1 materials, such as stucco, brick, stone veneer, glass. And then, a little bit less Category 2. So, a comparison would be 70 percent minimum for a normal commercial building; 80 percent for this particular site and this particular type of building with the increase in height. All sides of the building do incorporate Category 1 materials and do meet all the required building materials, with the exception of the east elevation, which we'll get to in a minute. It does not have the 80 percent Category 1 materials.

Additional color renderings and the perspective drawings. This would be the southeast corner of the building, a view from the east. This would be the secondary access road here, coming off the private draw. Showing the east side of the building. This is the northwest corner of the building, again, facing the private drives. Normally, you might consider these secondary types of facades, which the applicant would like to categorize it as that. But, we define all sides of the buildings as primary facades because they are facing public or private streets – in this case, a private drive – and will have visibility all around the site, with access around the site. So, we define it as primary facades. That's what kicks in the higher design standards. I'll refer back to some of these drawings to talk about the detailed architectural standards.

So, there is a table included in the staff report that goes through the different sides of the building, the sides of the building that meet the design standards, and those that don't. We'll start off with the horizontal articulation. Wall offsets and projections are required for every 50 feet of the façade. In this case, the south and west facades do meet all of the horizontal

articulation requirements. You have the entry, the focal point entry at the corner, which changes the roof line. And, there are other projections on the sides of the building that meet that standard. But, the north and east elevations – Excuse me, I messed up again. I think this is in the report, and I should have changed this. I indicated that the north and west facades need additional offsets. Actually, it's the north and east. I apologize. That's also in the report. But, the stipulations at the end of the report are correct. The applicant pointed out the typo.

Vertical articulation. All sides of primary façade are required to have a change in height for every 50 feet. Again, the south and west elevations meet this requirement. They have the change in roofline, as well as the horizontal articulation. But, the north and east elevations do not meet the minimum requirement. They have offset, just not enough. There are slight changes. If you look at the building elevations, I think it shows anywhere from a six inch change in roof line, to a two foot change. That's it. For this category, they would be required to provide two foot to four foot changes in roof height to meet that requirement.

Focal point element. This proposed design does meet that requirement. The corner element with the raised parapets and the expanse of storefront glass does meet the focal point of that requirement. Façade expression. There's additional details and treatment that are required in buildings in this category. The building does incorporate metal canopies above windows with green screens on the south façade and the north façade. However, on the north, east and west elevations, there really is only one treatment or element of façade expression as we would define it. There really needs to be additional detail provided to meet that requirement, in our opinion. Staff recommends including a change in materials. There are options in the Unified Development Ordinance that speak to the use differences and treatment. These are not all of the options, but they are the basic treatments that we use for façade expression. An expression line could be soldier coursing, or some kind of a horizontal treatment on a building. It could be vertical, as well. A change in materials, which is what staff recommends in this case. Although the proposed building does include a change in materials with stucco and CMU, it doesn't provide enough of a change in materials to really meet this requirement. To meet this requirement, the entire building façade would have to incorporate this change in materials.

In addition, rather than just split-face CMU and stucco, staff recommends a higher design treatment with a higher category material. For example, brick. All surrounding commercial buildings in this area and the 135<sup>th</sup> Street corridor surrounding the site – the walk-in clinic, the health club, the bank – all of those buildings have brick as one of the primary materials. So, staff would recommend a similar type of treatment for this building, a higher category than just stucco and CMU. There are other elements such as awnings and canopies, which this building does have on one elevation. We would just recommend incorporating one additional treatment, such as brick.

The specific stipulations. Staff is recommending that the building and development shall comply with Building Design Category C, as indicated. The building shall incorporate brick in lieu of all stucco and CMU. So, basically, stucco and CMU may be okay, we would just recommend one additional treatment – and that can be instead of the one particular treatment – and incorporate that additional brick on all elevations of the building because they are primary facades. The east building elevation shall include a minimum of 80 percent Category 1 materials. As indicated earlier, the east elevation only has 73 percent Category 1 material, so all sides of the building shall include at least 80 percent Category 1, including brick.

The north and east building elevations shall include a minimum of 20 percent glass for the primary facades. The south elevation has 20 percent glass; the others are below that, as low as 3 percent on the east elevation, I think. Staff recommends additional glass to be closer to the minimum. Actually, for Building Design Category C, the minimum is 30 percent. However, we know that is a very high requirement for glass. So, staff would support 20 percent glass, but two



of the building elevations are well short of that. North and east elevations shall include vertical articulation, as mentioned earlier.

One other issue I wanted to bring up was the glass. The renderings don't show this, but the glass that's on the corner of the building, the south and west elevations, is a storefront glass, which is what staff would recommend. Also, it's on the other corner, as well. That's great. However, in this particular case, because it is a self-storage development, the applicant is proposing to have that clear glass show their product, which is the overhead doors for the storage. Building Design Category C, if you look at it as a straight example, does not allow overhead doors to face a public street, or even a private street. In this case, they're clearly facing the street. Now, they are interior, so it's a creative design. The climate-controlled developments are all going to do that. However, in this case, because of the visibility and because of the standards for Building Design Category, staff would recommend using a spandrel glass or redesigning this so that those overhead doors are not visible from the exterior of the building. Obviously, the applicant is opposed to that requirement because it is essential for their business, and they propose the view of the overhead doors, which they'll probably show in their presentation.

The applicant is also opposed to some of the other recommendations we have, including additional treatments such as brick. They'll get into that in their presentation. The proposed rezoning to C-3 is appropriate for this area. In the Comprehensive Plan, we recommend this for our commercial corridor, the use of self-storage developments. All climate-controlled development is appropriate for this area. However, due to the higher standard Category C, staff would recommend additional revisions to the building design to meet our composite design standards. The applicant has notified all surrounding property owners of the rezoning, followed all the UDO requirements for public notice. We did receive at least three calls from surrounding business owners who had questions about the development, but indicated no concerns.

Staff recommends approval of the rezoning to a C-3 District with the stipulations included in the staff report. The applicant would like to make a presentation. Staff is available for questions.

Chairman Vakas: Thank you very much for a thorough and well-organized presentation. Questions for Mr. Pendley?

Comm. Nelson: Just for clarification, the increase in quality material is just related to the zoning. When it's higher visibility, we even have higher expectations. So, you're even coming under what our minimum standard is, even with the 20 percent as opposed to 30 percent. So, you're not raising that expectation because of visibility or anything. You're just saying minimum expectation for this zoning is what you're presenting, and technically we even fall below that. Correct?

Mr. Pendley: Correct. That would still require an exception or reduction as approved by the Planning Commission, but staff had indicated we would support a reduction to 20 percent because there is visibility all the way around. There really is no true secondary façade. There's no part of the building that faces a service drive. This is an actual access drive that will serve future developments. So, because of the visibility all the way around the building, we recommended the increased standards.

Chairman Vakas: So, the public hearing is open. Would the applicant come forward, please?

*Kirk Peterson, 6201 College Boulevard, Overland Park, appeared before the Planning Commission and made the following comments:*

Mr. Peterson: I'm here on behalf of the Applicant, SurePoint Self-Storage, located in San Antonio, Texas. With me is Mr. Jeff Bailey and Mr. Brian Cisarik, which are two of the three partners and owners of this business. I'd like to give some contextual points that I think are

necessary for this project; give you a little bit about the site; and spend the rest of our time on the stipulations, and answer your questions.

First, context. Mr. Bailey and his two partners have over 65 years of experience in the self-storage industry. Their philosophy is to only build, manage and operate for the long term in next-generation facilities. "Next generation" is the retail experience, which is not this. It is something very different from that. It is something that is near retail, because more than half the customers are women – and men feel this way, as well – but they don't want to go to an industrial building or site on the fringe of town. They want to be where they live and near their retail.

Second, they want to go inside and see something like this, not something that looks old and tired in retail or industrial. They also want to have an experience from the time they hit the door that's like this, which is the pictures of our facilities in other locations. It's a very retail experience. Lastly, they want to see something like this, a multi-story retail, multi-story container store look, if you will, out in Overland Park. That's what they want to see. They want security, which this has. Independent codes for every person. At the elevator, another code, and at their facility inside, they have alarms for every single storage unit. Also, they have on-site managers. This is of the highest quality, and would be the nicest facility in all of Olathe, and one of the nicest in Kansas City. It's a next-generation facility. So, with that, I must also brag on them. This core facility just got ranked as the best overall facility in the United States by their trade association. So, that was the contextual points, Mr. Chairman.

Briefly on the site, I will keep it brief. We would suggest that this is a site that's built for a storage facility like this. It has a 20-foot drop from east to west. It is surrounded by commercial uses, many of which are service industries. It doesn't have any immediately-adjacent residential. There's extremely low traffic, as you can see by the required parking spaces. It's very quiet. It has very low-level lighting. It has landscaping that's extensive because they don't have to have a big parking lot like we do with most of our commercial projects. And, as most of you know, this has been zoned C-2 since 1988, and this is simply not a good retail location or it would have been built upon.

With that, we'll spend the rest of our time on the stipulations. What you're going to see this project now in brown and cream, because in talking to staff, they asked if there were any other color variations that would work with the branding. So, this is another option, in addition to the gray you've seen in your packet. We accept and are okay with the preliminary development plan stipulations, but on the seven zoning stipulations, this is our position on each of the seven stipulations. First, that we meet all Building Design Category C standards. We are okay with this in its entirety, with only two exceptions. One is with respect to stipulations 3 through 6, any items talked about there, that would be our position on that with respect to the standards. And then, when it comes to horizontal articulation. Staff pointed out on the east and north elevations, they would like to see more horizontal articulation. So, first, I would like to look at the east side. On the east side, we talk about every 50 feet in the standards. Here, you have 25 feet until you hit an inset with an articulated door and a canopy. You have 60 feet here, but as you look at the breakdown up here, the distance to the window is 18 feet; you have a 25-foot window; and 18 feet back here. More articulations, 20 foot, and a big bump-out. So, we believe we really have worked to have a storage building with very functional issues about windows. We think there's sufficient horizontal articulation to make this look nice. This is our loading side where people come to access the building with their cars and trucks.

On the north side, same deal. We have very large, I would argue that that's a horizontal offset in the building, because it almost goes to the ground. Very large window. It's four feet, then the window, then four feet, for a total of a 12-foot horizontal articulation. You have 41 feet, same thing, 41 thing, same thing. The building drops off big here and goes down, thus we had to break up this piece here. You get 21 feet in between the breaks. My point is, we really do have

articulation every 50 feet, and again, we can talk about the struggles with type of building in this sort of elevation. So, we would ask for the modifications mentioned a moment ago for that stipulation, Mr. Chairman.

The second is incorporating brick. This also comes into play when we talk about changing the façade expression. On average on the four sides, we have over 90 percent Category 1 materials, being stucco and glass. It is true we do not use brick. We have even mocked this up with brick. It is not a cost issue. We simply do not believe brick fits the aesthetic of what we're going for with this retail environment. We have heard from staff, they want us to blend in with the neighborhood. And we've all been to this area; it's generally red brick. Again, I'd like to have more discussion. In our opinion, we do not think brick – It's one Category 1 material, and we really think for the aesthetic for this neighborhood, it does fit to use the stucco and glass in large quantities. So, it's about quality in fitting with the neighborhood, not always just about one specific material. So, we would ask that that stipulation be deleted.

Number 3 is the east façade. We have 73 percent Category 1 materials, so we're short by 7 percent. This is the shortest side of our building, a small area, where we do our loading. So, it's a nominal difference. We'd also say it's a functional issue because of this wainscot here. It's intentional that it's high because that's where our cars and trucks come in, and people have couches, and we want them to hit the painted CMU there and not some other material. Also, the reason it's that high is because we always, all around the building, we put our wainscot to match where there's a floor area, where the floor hits. So, we would ask that that stipulation be deleted.

Number 4 is that there be at least 20 percent glazing on the north and east façade. We always want glazing when we do these commercial projects. Let's talk more in detail about how difficult it is on this side, when you're at the end of hallways, which is why you can have glazing here. Just understand, not a cost issue, it's simply a functional issue. And what are we looking at with glazing? Interest. Usually we want glazing for interest. If you look at the east side, which is one of the sides staff has asked us for, you have a canopy, you have these vertical punch-outs where you have doors, you have a bump-out on the corner, and all of that is in a very small area. On the north side, which is the only other side staff requested that we work on our glazing, again, I mentioned a moment ago, these are at the end of the hallways, and that is extraordinary to try to redesign an entire building inside. It's not Walgreens, right? We come before you saying this is a different type of commercial use, but we hope the overall aesthetic that you see with the landscaping and the green walls and the wainscot and the vertical elements – all of that can hopefully win the day and say it's a nice project.

Chairman Vakas: We've hit our time.

Mr. Peterson: Chairman, with your permission, we're at number 5, and I can make it really quick to get to the end, and then I will be mum, and listen to your questions. If you're okay with that.

Chairman Vakas: I'll give you another 30 seconds, if you could.

Mr. Peterson: Vertical integration is number 5, the north and the east that we've talked about. Go with the overall aesthetic, meaning we tried to bump up these elements higher than they are now, and it simply doesn't look good, if you know what I mean. The cream. So, we put it just at the point where one can perceive that there's articulation without losing what we think is good aesthetic.

Finally, number 6, the request for spandrel glass. Intuitively, that may be something that the Commission seems like they would want, but I will tell you, it's the most important thing we've talked about the whole time. That is the storefront for these folks. These are not working units. It's a dummy hallway, and it's simply their way to say to the neighborhood, "We're here." Tons of drive-bys is how these folks get their business. Again, I think that is classy. If you look at the

photo, you can see what it looks like in real life. It's not obnoxious, and in fact, we would say it truly brings interest to this area in a classy way, with a nice project, and tells people this is retail, and this is the type of retail it is.

We're okay with stipulation number 7. With that, we'd love to answer your questions.

Chairman Vakas: Very good. Questions for the applicant?

Comm. Freeman: You mentioned that you had some mock-ups of the higher vertical articulation and some other changes. Do you have any of those available?

Mr. Peterson: I don't have those loaded up, but you're right. Just to be clear, I don't know if I would have the vertical elements because it was so bad, we dismissed it. We played around with brick. I don't have them on here. We might be able to dig them out.

Comm. Freeman: If possible. If you're saying that visually, it looks poor, it's not a cost issue, we'd just like to see that, I think. Because if it's not a cost issue and that's what our standards are, personally, I would like more than just the verbal. I'd like to see it myself. The horizontal articulation, I understand the breadth across the building, but what's the depth within the building? Is that just a few inches, or is it two or four feet - ?

Mr. Peterson: The depth of which - ? What element are we talking about?

Comm. Freeman: The cream-colored to the brown-colored. How far is the distance, if I'm going into the building, how far - ?

Mr. Peterson: The brown window elements are a little less than a foot. I think it's 8, 9, 10 inches inside of the cream. Enough that I know when I talked to the architect, she said enough to create the shadow effect.

Comm. Freeman: And I think the staff's point, the interest is to have that be a little bit greater. I think 2 to 4 feet – Am I misstating? Is what we call for?

Mr. Pendley: The bigger issue is really the vertical articulation. There's not quite enough horizontal, but we're more concerned about the vertical. They have recesses and some shadow lines that will help that effect, but we would be more interested in the vertical articulation.

Comm. Freeman: Thank you for clarifying that. On to the glass, I understand the store front, and I see the picture of the bright green doors. I've seen that done in a way that's very catchy, but not necessarily fitting visually with the neighborhood. So, I would echo staff's concern on that. Is there any interest in having some other way to brand with signage or other things, other than the transparent glass to the bright-green doors?

Mr. Peterson: We in this industry that come before you often don't say something is an end-all, be-all when it's not. So, I just want you to take this seriously. This is something that has been very, very effective and iconic, and well accepted elsewhere. So, it's simply part of their branding, which hopefully, even if you don't agree, you can at least appreciate that position. It's very important that it have this effect.

Chairman Vakas: But these are dummy doors.

Mr. Peterson: Yes, sir. It's a dummy hallway and – In other words, one might say, if you're being very particular, it's not a door. If you know what I mean.

Chairman Vakas: Sure. It's a design feature.

Mr. Peterson: Yes, sir.

Chairman Vakas: Commissioners, other questions? [None.] Thank you. We still have quite a few folks in the audience. Is there anyone here expecting to talk about this SharePoint project? [None.] Okay. Well, Commissioners, may I have a motion to close the public hearing?

*Motion by Commissioner Nelson, seconded by Commissioner Freeman, to close the public hearing.*

*Motion was approved unanimously.*

Chairman Vakas: The public hearing is closed. Commissioners, let's discuss. It's a good project.

Comm. Freeman: Yes. I'll make a comment on the brick. I like uniqueness of not having the brick. The rest of the buildings become very similar. I think brick is a great feel for our city, and we need it in certain areas. But, I also like the diversity of looks from the stucco and glass. That's my personal opinion on this building. To me, I don't think it will be a problem as long it's Category 1 and 2 materials.

I do have an issue on the east elevation that doesn't have the proper mix. I understand the logic of it, but I'd like to see if there's some other way to address that to where it would meet those standards. I don't feel that inclined to make an exception for that piece.

I am in agreement with staff on the 20 percent glass exception. I think that is a fair adjustment, to come down from 30 percent, but I still would like to hold to the 20 percent.

Chairman Vakas: Other comments?

Comm. Nelson: So, I'm struck by a couple of things. One, we're wanting to put this in this district, and there are requirements with it, and they're saying it's not functional. But then, they're also saying it's the drive-bys, that visibility, that's key to our business. We need a lot of cars to see it. So, I'm seeing a conflict here, saying that lots of people are going to see this, but we don't want to increase our standard. And I know that we're talking about different sides of the building and who is going to see what, but I do think the fact that it's all about visibility is one thing.

The second thing is, even in this example here, my concern is we have a certain allowance for signage, and behind the glass, we have a sign. So, technically, it's not outside, but it's a signage that's seen from the exterior of the building. So, what else is going to go there? Are we going to put boxes there to promote boxes? Are we going to put dollies there to promote dollies? I think it's a slippery slope to have all that exposure. I completely understand the branding, and I respect the branding. I get that. But, I am a little concerned about the location, and by putting that much glass where signage can be displayed, yes, it's inside, but it's clearly intended to be visible outside. What's the potential with lighting? What's the potential with all that stuff? Because we can say it's all inside, but it presents some real challenges from an aesthetic to the outside because it's being used for advertising purposes. To me, that's a slippery slope, and once we move forward, we can't pull it back. That's a substantial concern that I have in the high-visibility area. So, it's great for their branding, but who's to keep it from having other things being promoted in that area?

Chairman Vakas: Other comments or discussion?

Comm. Munoz: I just want to say that I live around this area and I do spend most of the time there, especially at QuikTrip, to get my coffee and gas. But, this particular set-up, the way it is here in the picture, it does stand out compared to the rest of the facilities around there. So, I can see that, definitely. The bright colors.

Chairman Vakas: In a good way, or a bad way?

Comm. Munoz: Well, I mean, it's a beautiful facility. I don't dispute that. But compared to the rest of the environment, it would definitely stand out.

Chairman Vakas: We're looking for aesthetic homogenization in this area. Well, is someone prepared to make a motion on this?

Mr. Knopick: Mr. Chairman, I'm going to also interject because I want to get a clarification from Commissioner Freeman. At the beginning of your comments, you made some comments about potentially wanting to see additional concepts that showed our requirements in place. The reason I want to mention that is it got glossed over, but if the Commission feels that that's something that would further add to the discussion, you could also table this item to get that further information, see what that concept looks like. That is an option, but I don't know that it is a big enough concern for the Commission. I just wanted to mention that because Mr. Freeman had mentioned the idea of more information.

Comm. Freeman: My current stance is, there's no incentive to move away from the UDO requirements for that particular articulation change. So, if the applicant feels it is worth their time to come back with the visuals so that we would understand what they're saying, I'm open to it. But, if the applicant doesn't see that value, I don't want to delay them any longer.

Chairman Vakas: Without reopening the public hearing, if I could ask you for your preference?

Mr. Peterson: Mr. Chairman, many of the issues that were mentioned by staff – by the way, there's not a ton, if we really think about the overall design of the building, functional issues. Could there be tweaks here and there? For example, something that wasn't functional was the vertical articulation. We could come back and show you what that looks like. And I don't have the brick. We could come back and show you the brick. I say that because, again, totally transparent, we're willing to do that, but you're intimating, we wouldn't want to do that if there was a majority consensus that there's a problem with the glass. If there's a problem with the glass and that's something that this project either has, or doesn't, we'd probably prefer just to try to continue on to City Council. If it's going to die, it might as well finish it off. If that makes sense.

Chairman Vakas: Absolutely. Thank you.

Comm. Freeman: One other comment regarding the glass, specifically. I enjoy the renderings that show the glass as being non-transparent, somewhat opaque. I do not know that I'm necessarily in agreement to have the glass as it's shown in this picture. So, I would agree with staff's recommendation at this point. So, if that is the tipping point, I want to respect your time.

Mr. Pendley: If the applicant is willing to show any alternatives before they get to Council, to have the planning commissioners' opinion on it, before it comes before City Council, they would appreciate seeing what the Planning Commission thought about other alternatives. "Well, we never got to see those." That's something to keep in mind. But, again, it's up to the applicant if they want to go through that exercise of showing any other alternatives. If they want to go forward as submitted, that is their choice.

Chairman Vakas: I think the applicant has stated that they are comfortable in going forward, and quite frankly, rather than delaying this, as I look forward to the February 13<sup>th</sup> Planning Commission meeting, it's a full agenda, and don't think there would be a good reason, quite frankly, to delay or continue this. Commissioners, is there someone here who would care to make a motion on this item?

*Motion by Commissioner Freeman, seconded by Commissioner Rinke, to recommend approval of RZ-16-018, for the following reasons:*

- (1) The proposed development complies with the Goals, Objectives and Policies of the *Comprehensive Plan*.

- (2) The rezoning to C-3 district meets the *Unified Development Ordinance (UDO)* criteria for considering zoning applications.
- (3) As stipulated, the proposed development complies with the development and performance standards for C-3 zoning classification.

*Commissioner Freeman's motion included recommending approval with the following stipulations to be included in the zoning ordinance, as amended:*

- (1) The proposed development shall comply with requirements for composite design standards for **Building Design Category C** (*UDO 18.15.035*).
- ~~(2) The building shall incorporate brick, in lieu of all stucco and split-faced CMU, on all elevations to comply with standards for façade expression and to be compatible with surrounding commercial buildings.~~
- (3) The East building elevation shall include a minimum of 80 percent Category 1 building materials, including brick.
- (4) The North and East building elevations shall include a minimum of 20 percent glass for primary facades.
- (5) The North and East elevations shall include vertical articulation every 50 feet of linear façade per Building Design Category C standards.
- (6) The windows on the South and West elevations shall include spandrel glass or the interior shall be revised so storage unit doors are not visible from outside the building.
- (7) Outdoor storage of materials or equipment is prohibited.

*Commissioner Freeman's motion included recommending approval with the following stipulations to be completed with the final site development plan, as amended:*

- (1) The final plat shall be recorded prior to building permit.
- (2) A final site development plan shall be approved in accordance with *UDO* requirements.
- (3) A parking lot lighting plan, in accordance with *UDO* requirements, shall be submitted and approved with the final site development plans.
- (4) Sign permits are required for wall and monument signs. The signs shall comply with *UDO* requirements for setbacks, height and area.
- (5) All on-site wiring and cables shall be placed underground.
- (6) As required by the *UDO*, all exterior ground or building mounted equipment, including but not limited to mechanical equipment, utility meter banks and coolers, shall be screened from public view with landscaping or an architectural treatment compatible with the building architecture.

Mr. Knopick: This is a motion for approval with the stipulations, except striking the references to the brick requirements.

Aye: Corcoran, Munoz, Rinke, Nelson, Freeman, Vakas (6)  
No: (0)

*Motion carried 6-0.*

**ORDINANCE NO. 17-12**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OLATHE, KANSAS, AS ADOPTED BY REFERENCE IN SECTION 18.20.030 OF THE OLATHE MUNICIPAL CODE; FURTHER AMENDING SAID SECTION 18.20.030 BY REINCORPORATING SUCH MAP AS AMENDED.**

**WHEREAS**, Rezoning Application No. RZ-16-018 requesting rezoning from CP-2 to C-3 was filed with the City of Olathe, Kansas, on the 23<sup>rd</sup> day of November 2016, and

**WHEREAS**, proper notice of such rezoning application was given pursuant to K.S.A. 12-757 and Chapter 18.40 of the Olathe Municipal Code; and

**WHEREAS**, public hearings on such application were held before the Planning Commission of the City of Olathe, Kansas, on the 23<sup>rd</sup> day of January 2017; and

**WHEREAS**, said Planning Commission has recommended that such rezoning application be approved.

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

**SECTION ONE:** That the Zoning Map of the City of Olathe, Kansas, is hereby ordered to be amended insofar as the same relates to certain parcels of land legally described as:

All that part of the of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter, and the South 660.39 feet of the West Half of the Southeast Quarter of the Southeast Quarter, all in Section 29, Township 13 South, Range 24 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast Corner of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter; thence S 88° 07' 03" W (basis of bearings is Kansas State Plane Coordinate System) along the North line of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter, 322.50 feet; thence S 02° 06' 15" E, 268.42 feet to the Northeast corner of Lot 1, Black Bob Square, Third Plat, a subdivision recorded in Book 125 at Page 13; thence along the North line of said Lot 1 the following five courses; course one, S 87° 53' 45" W, 28.24 feet; course two, thence along a curve to the left, tangent to the last described course, having a radius of 200.00 feet, a central angle of 17° 13' 13" and a length of 60.11 feet; course three, S 70° 40' 34" W, 202.94 feet; course four, thence along a curve to the right, tangent to the last described course, having a radius of 200.00 feet, a central angle of 17° 13' 13" and a length of 60.11 feet; course five, S 87° 53' 45" W, 42.00 feet to the Northwest corner thereof and the Northeast corner of Lot 1, Block 2, Black Bob Square, Second Plat, a subdivision recorded in Book 121 at Page 34 and the True Point of Beginning of the tract herein described;

Thence along the North line of said Lot 1, Block 2 the following four courses; course one, continuing S 87° 53' 45" W, 29.64 feet; course two, thence along a curve to the right, tangent to the last described course, having a radius of 500.00 feet, a central angle of 21° 59' 29" and a length of 191.90 feet; course three, thence along a curve to



the left, tangent to the last described course, having a radius of 500.00 feet, a central angle of  $21^{\circ} 44' 00''$  and a length of 189.65 feet; course four, S  $88^{\circ} 09' 11''$  W, 172.22 feet; thence N  $02^{\circ} 06' 32''$  West, 151.27 feet; thence N  $06^{\circ} 48' 34''$  W, 124.59 feet; thence N  $88^{\circ} 09' 11''$  E, 584.31 feet; thence S  $02^{\circ} 06' 15''$  E, 346.34 feet to the True Point of Beginning.

And

All that part of the of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter, and the South 660.39 feet of the West Half of the Southeast Quarter of the Southeast Quarter, all in Section 29, Township 13 South, Range 24 East, in the City of Olathe, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast Corner of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter; thence S  $88^{\circ} 07' 03''$  W (basis of bearings is Kansas State Plane Coordinate System) along the North line of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter, 322.50 feet to the True Point of Beginning of the tract here in described;

Thence S  $02^{\circ} 06' 15''$  E, 268.42 feet to the Northeast corner of Lot 1, Black Bob Square, Third Plat, a subdivision recorded in Book 125 at Page 13; thence along the North line of said Lot 1 the following five courses; course one, S  $87^{\circ} 53' 45''$  W, 28.24 feet; course two, thence along a curve to the left, tangent to the last described course, having a radius of 200.00 feet, a central angle of  $17^{\circ} 13' 13''$  and a length of 60.11 feet; course three, S  $70^{\circ} 40' 34''$  W, 202.94 feet; course four, thence along a curve to the right, tangent to the last described course, having a radius of 200.00 feet, a central angle of  $17^{\circ} 13' 13''$  and a length of 60.11 feet; course five, S  $87^{\circ} 53' 45''$  W, 42.00 feet to the Northwest corner thereof and the Northeast corner of Lot 1, Block 2, Black Bob Square, Second Plat, a subdivision recorded in Book 121 at Page 34; thence N  $02^{\circ} 06' 15''$  W along, 346.34 feet; thence N  $88^{\circ} 09' 11''$  E, 44.53 feet to a point on the West line of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter; thence N  $02^{\circ} 06' 23''$  W, 1.59 feet to the Northwest corner of said Southeast Quarter of the Southeast Quarter of the Southeast Quarter; thence N  $88^{\circ} 07' 02''$  E, 337.98 feet to the True Point of Beginning.

Said legally described property is hereby rezoned from a C-2 District to a C-3 District.

**SECTION TWO:** That this rezoning is approved subject to the following stipulation(s):

- (1) The North and East building elevations shall include a minimum of 20 percent glass for primary facades.
- (2) The windows on the South and West elevations shall include spandrel glass or the interior shall be revised so storage unit doors are not visible from outside the building.
- (3) Outdoor storage of materials or equipment is prohibited.

**SECTION THREE:** That Section 18.20.030 of the Unified Development Ordinance, which incorporates by reference the Olathe Zoning Map, is hereby amended by reincorporating by reference the said Zoning Map as it has been amended in Section One of the Ordinance.

**SECTION FOUR:** That this Ordinance shall take effect from and after its passage and publication as provided by law.

**PASSED** by the Governing Body this 21<sup>st</sup> day of February 2017.

**SIGNED** by the Mayor this 21<sup>st</sup> day of February 2017.

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Mayor

ATTEST:

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City Clerk

(Seal)

APPROVED AS TO FORM:

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City Attorney

## **Project Narrative – SurePoint Self-Storage**

SurePoint Self-Storage is a state of the art, climate-controlled self-storage facility with approximately 650 units ranging in size from 5x5 units to 10x30 units. The facility will be 100% indoor, climate controlled storage with no-exterior drive-up units. The property is located on 134<sup>th</sup> Street, in the vicinity of the northwest corner of 135<sup>th</sup> and Black Bob Road and is approximately 2.5 acres in size. The property is currently zoned C-2 and the use will require that the property be zoned to a CP-3 classification. There are development challenges to the subject property as there is a grade change of approximately 20 feet across the site. As a part of the overall development of the property, the owner/developer will be installing two private drive streets, on the west and north side of the subject property.

SurePoint Self-Storage offers premium storage units and services, including on-site professional managers, computerized individual access, and individually alarmed units with 24/7 digital video recording. The hours of operation for this facility will be between 9:00 a.m. and 6:00 p.m. Monday-Saturday and between 11:00 a.m. and 4:00 p.m. on Sundays. Self-Storage is a retail service use similar to banks, restaurants, etc. SurePoint facilities are designed to meet the unmet storage needs for the densely populated residential areas and commercial businesses in this quadrant of Olathe. Approximately 75% of SurePoint's customers are single and multi-family users and 20%-25% are business users, usually located within 2-3 miles of the facility.

SurePoint Self-Storage places great emphasis on quality locations, superior construction, attractive landscaping and professional management. SurePoint Self-Storage has received awards and accolades for the quality and attractiveness of their facilities. Self-Storage is a quiet, very low traffic generating use, with added landscaping vs. large parking lots seen at retail centers or office buildings.



Photograph of existing facility – architectural doors. Olathe facility will have beige doors.



## **SOUTH FACADE RENDERING**

**OLATHE SUREPOINT SELF STORAGE**

**02.14.2017**

**RSW CONSULTANTS**

**ARCHCON**

**NOT FOR CONSTRUCTION**



## MAIN ENTRY RENDERING

OLATHE SUREPOINT SELF STORAGE

02.14.2017

RSW CONSULTANTS

ARCHCON

NOT FOR CONSTRUCTION





## **SOUTHWEST FACADE RENDERING**

**OLATHE SUREPOINT SELF STORAGE**

**02.14.2017**

**RSW CONSULTANTS**

**ARCHCON**

**NOT FOR CONSTRUCTION**



## **SOUTHEAST FACADE RENDERING**

**OLATHE SUREPOINT SELF STORAGE**

**02.14.2017**

**RSW CONSULTANTS**

**ARCHCON**

**NOT FOR CONSTRUCTION**





## **NORTHEAST FACADE RENDERING**

**OLATHE SUREPOINT SELF STORAGE**

**02.14.2017**

**RSW CONSULTANTS**

**ARCHCON**

**NOT FOR CONSTRUCTION**



## **NORTH FACADE RENDERING**

**OLATHE SUREPOINT SELF STORAGE**

**02.14.2017**

**RSW CONSULTANTS**

**ARCHCON**

**NOT FOR CONSTRUCTION**



**NORTHWEST FACADE RENDERING**

**OLATHE SUREPOINT SELF STORAGE**

**02.14.2017**

**RSW CONSULTANTS**

**ARCHCON**

**NOT FOR CONSTRUCTION**





## **WEST FACADE RENDERING**

**OLATHE SUREPOINT SELF STORAGE**

**02.14.2017**

**RSW CONSULTANTS**

**ARCHCON**

**NOT FOR CONSTRUCTION**



**WEST ENTRY RENDERING**

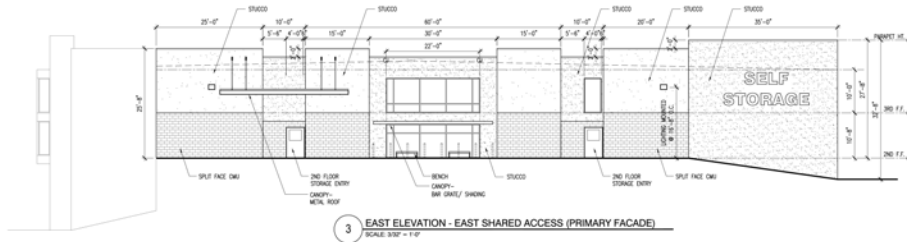
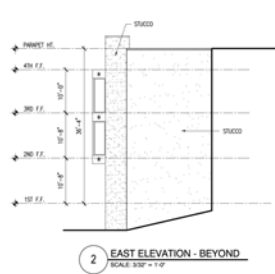
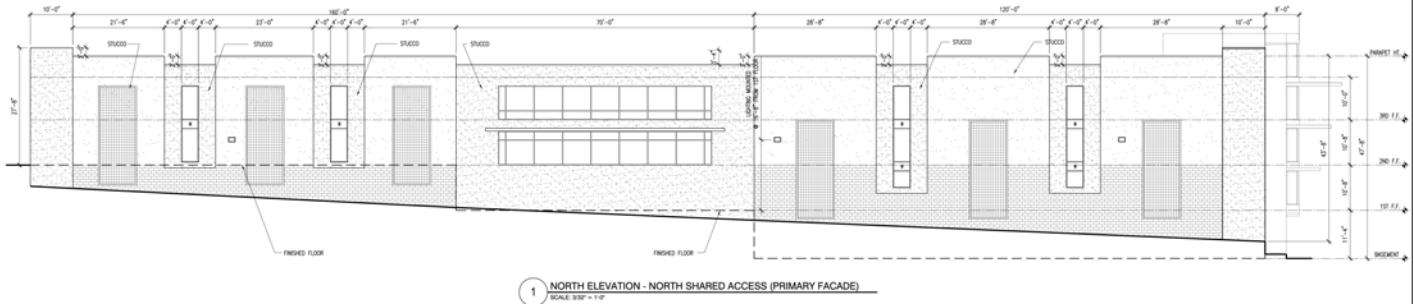
**OLATHE SUREPOINT SELF STORAGE**

**02.14.2017**

**RSW CONSULTANTS**

**ARCHCON**

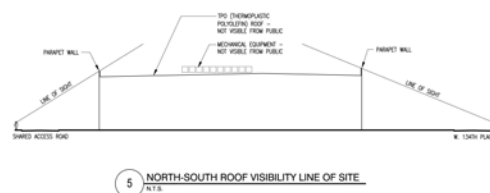
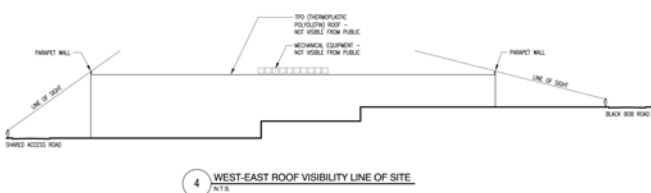
**NOT FOR CONSTRUCTION**



EXTERIOR BUILDING MATERIALS: PRIMARY FACADE -- EAST		
BUILDING MATERIALS ON SECONDARY FACADES	MATERIALS CATEGORY 1	MATERIALS CATEGORY 2
STRUCTED, 3-COAT SYSTEM	71%	--
GLASS GLAZES	9%	--
ARCHITECTURAL METALS	--	1%
SMALL SPILT FACED	--	20%
TOTAL	80% (20% MAX)	20% (20% MAX)

EXTERIOR BUILDING MATERIALS: PRIMARY FACADE -- NORTH		
BUILDING MATERIALS ON PRIMARY FACADES	MATERIALS CATEGORY 1	MATERIALS CATEGORY 2
STRUCTED, 3-COAT SYSTEM	77%	--
GLASS GLAZES	12%	--
ARCHITECTURAL METALS	--	<1%
SMALL SPILT FACED	--	11%
TOTAL	89% (20% MAX)	11% (20% MAX)



ELEVATION	LEGEND
	(STUCCO) FINISH SYSTEM G-1.6 HEART TEXTURE
	(STUCCO) FINISH SYSTEM G-2.0 FINE TEXTURE
	(ELECTRIC PAINT) OVER SPRUE ENL (ENL SP)-5
	(SHIMMER) SHIMMER DENSE #4 METAL PAINT, A PATTERNED IN G-8 ARCHITECTURAL METAL PAINT (SALV) COLOR MATCH BR-6822 BLOSSOMS GREEN
	G-9 BLOOMING CONCRETE GRAY TO LIGHT GRAY ST-10.5M&L & STRUCTURE
ELEVATIONS NOTES:	
1.	METAL COPING TRIM, FLASHING TO MATCH COLOR OF ADJACENT MATERIAL.
2.	REFER SHEET A-1 FOR EXTERIOR PAINT COLORS.
3.	FINISH TO BE COORDINATED BY OWNER AND PERFORMER.
4.	GRADE AS EXPRESSED CONCRETE AGGRAVATE TO GRADE, SAME COLOR AS WALL ABOVE.
5.	ROOF MATERIAL TO BE THE ROOF SYSTEM SLOPED AT 1/4" / 1' FT WITH INTERNAL ROOF DRAINS & EXTERNAL SCUPPERS.
6.	MECHANICAL CONNECTIONS UNITS ON ROOF TO BE SUBMITTED FOR PUBLIC REVIEW. REF SECTION C-4 & S.A.3.2.

**SUREPOINT  
SELF-STORAGE**

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WEST 134TH PLACE  
OLATHE, KANSAS 66062

PROJECT NO. 1600P  
DATE: 12.22.16

**DRAWN :**

## REVISIONS:

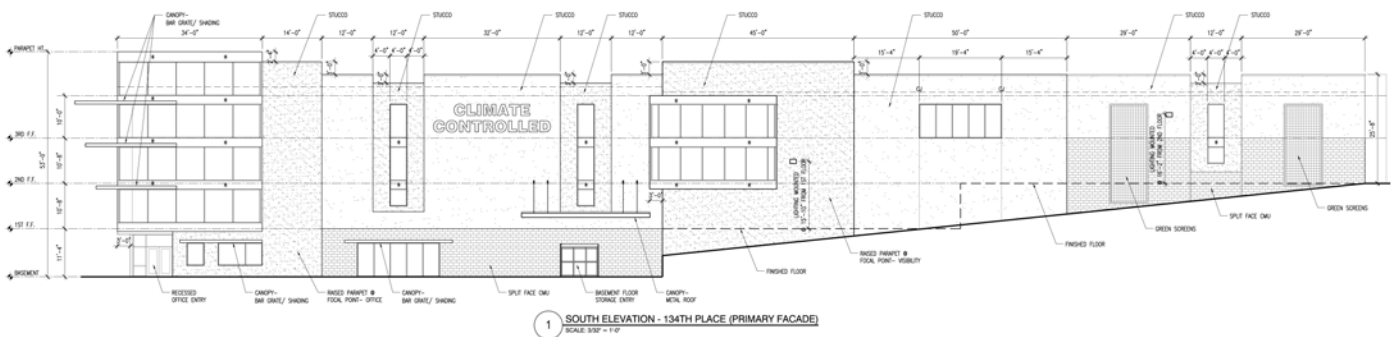
**PRE-DEVELOPMENT  
SUBMITTAL**

BUILDING

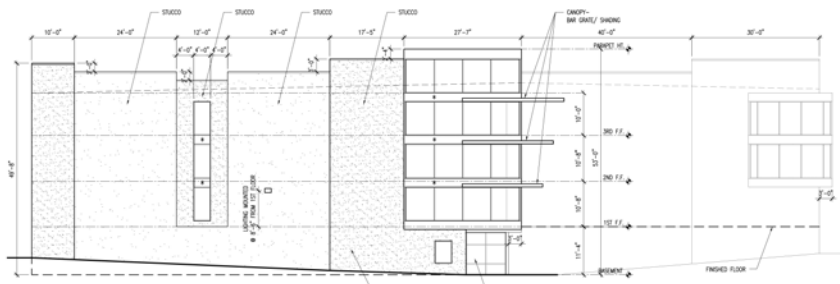
## ELEVATIONS

SHEET NO. \_\_\_\_\_

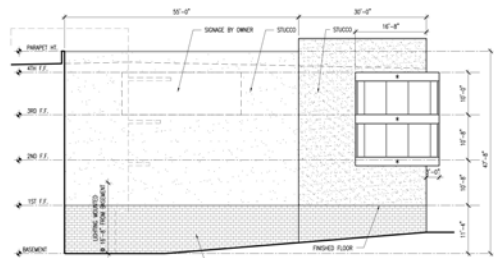
### A3.2



1 SOUTH ELEVATION - 134TH PLACE (PRIMARY FACADE)  
SCALE: 3/32" = 1'-0"



2 WEST ELEVATION - WEST SHARED ACCESS (PRIMARY FACADE)  
SCALE: 3/32" = 1'-0"



3 WEST ELEVATION - BEYOND  
SCALE: 3/32" = 1'-0"

EXTERIOR BUILDING MATERIALS: PRIMARY FACADE - SOUTH		
BUILDING MATERIALS ON PRIMARY FACADES	MATERIALS CATEGORY 1	MATERIALS CATEGORY 2
STUCCO, 3-COAT SYSTEM	636	-
CLEAR GLASS	208	-
ARCHITECTURAL METALS	-	58
OMAL SPILT FIBER	-	128
TOTAL	808 (80% MN)	176 (20% MN)

EXTERIOR BUILDING MATERIALS: PRIMARY FACADE - WEST		
BUILDING MATERIALS ON PRIMARY FACADES	MATERIALS CATEGORY 1	MATERIALS CATEGORY 2
STUCCO, 3-COAT SYSTEM	808	-
CLEAR GLASS	158	-
ARCHITECTURAL METALS	-	58
OMAL SPILT FIBER	-	0%
TOTAL	958 (90% MN)	58 (5% MN)

ELEVATION LEGEND	
	STUCCO FINISH SYSTEM (#1-1 HEAVY TEXTURE)
	STUCCO FINISH SYSTEM (#1-2 FINE TEXTURE)
	ELASTOMERIC PAINT OVER SOLID FACE CMU (#1-3)
	DOUGLASS SHEATHING OVER 4" METAL STUDS & FINISHED 18 GA
	ARCHITECTURAL METAL PANEL (SACK) COLOR TO MATCH SW 6802 "OUTRAGEOUS GREEN"
	INDICATES CONTROL JOINT LOCATIONS, REF. DET. 10.1/6.2 & STRUCTURAL

RELEVANT NOTES
1. METAL COATING, STAIN, FLASHING TO MATCH COLOR OF ADJACENT MATERIAL.
2. REFER SHEET A7.1 FOR EXTERIOR PAINT COLORS.
3. SIGNAGE TO BE COORDINATED BY OWNER AND PERMITTED SEPARATELY.
4. PAINT ALL EXPOSED CONCRETE ADJACENT TO GROUND, SAME COLOR AS WALL ABOVE.
5. ROOF MATERIAL TO BE TWO ROOF SYSTEM SLOPED AT 1/4" / FT WITH INTERNAL ROOF DRAINS & EXTERNAL SCUPPERS.
6. MECHANICAL CONDENSING UNITS ON ROOF TO BE SCREENED FROM PUBLIC VIEW. -REF SECTION 4 & 5/A3.2

**RSW CONSULTANTS**

ARCHCON

**SUREPOINT  
SELF-STORAGE**

WEST 134TH PLACE  
OLATHE, KANSAS 66062

PROJECT NO. 1600P

DATE : 12.22.16

DRAWN :

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## PRE-DEVELOPMENT

**PRE-DEVELOPMENT  
SUBMITTAL**

---

BUILDING

## REFERENCES

SHEET NO.

A 3 1

### A3.1

## COUNCIL AGENDA ITEM

**PW-D**

**Department:** Public Works, City Planning Division

**Council Meeting Date:** February 21, 2017

**Owner:** Stuart Krigel Family Trust

**Applicant:** Jeff Bailey, Bailey Commercial

**Engineer:** Matt Fogarty, Premier Civil Engineering

**Staff Contact:** Sean Pendley, Senior Planner

**Subject:** Acceptance of the dedication of land for public easements on a final plat, (P-16-056), for Sure Point Self Storage consisting of two lots and one tract on 6.92 ± acres; located in the vicinity of 134<sup>th</sup> Street and Blackfoot Drive.

**Focus/Perspective Area:** Economic Viability

**Executive Summary:** The *Unified Development Ordinance (UDO)* requires that the final plat shall be submitted to the Governing Body for review of land proposed to be dedicated for public purposes such as right-of-way, open space and easements.

This is a request for acceptance of the dedication of land for public easements on a final plat (P-16-056) for Sure Point Self Storage, consisting of two lots and one tract on 6.92 ± acres. The subject property is located on the north side of 134<sup>th</sup> Place and east of Blackfoot Road. An associated rezoning to C-3 district and a preliminary development plan (RZ-16-018) for Sure Point Self Storage is also on this agenda.

The plat includes two commercial lots and one tract. Lot 1 is available for a future commercial building and lot 2 is the self-storage property. Tract A is designed for a bio-retention basin for Lot 2. There is a notice on the plat as described in Title 17 of the Olathe Municipal Code section 17.16.080.

The site is located within the City of Olathe water and sewer service areas. Public water and sewer main extensions will be required to serve the proposed development and shall be approved by the Public Works Department.

The plat includes previously dedicated street right-of-way for Blackfoot Drive and easements for private drives. There are existing private streets located to the south and east of the site. New private access streets will be extended on the north property line (134<sup>th</sup> Terrace) and west side of the site.

The property is located within a benefit district for Blackfoot Drive; therefore the plat is exempt from street excise tax. The final plat is subject to traffic signal excise tax of \$17,382.24. The required excise fee shall be submitted to the City Planning Division prior to recording the final plat.

On January 23, 2017, the Planning Commission unanimously recommended approval of Sure Point Self Storage Plat as stipulated on page 2 of the Planning Commission minutes.

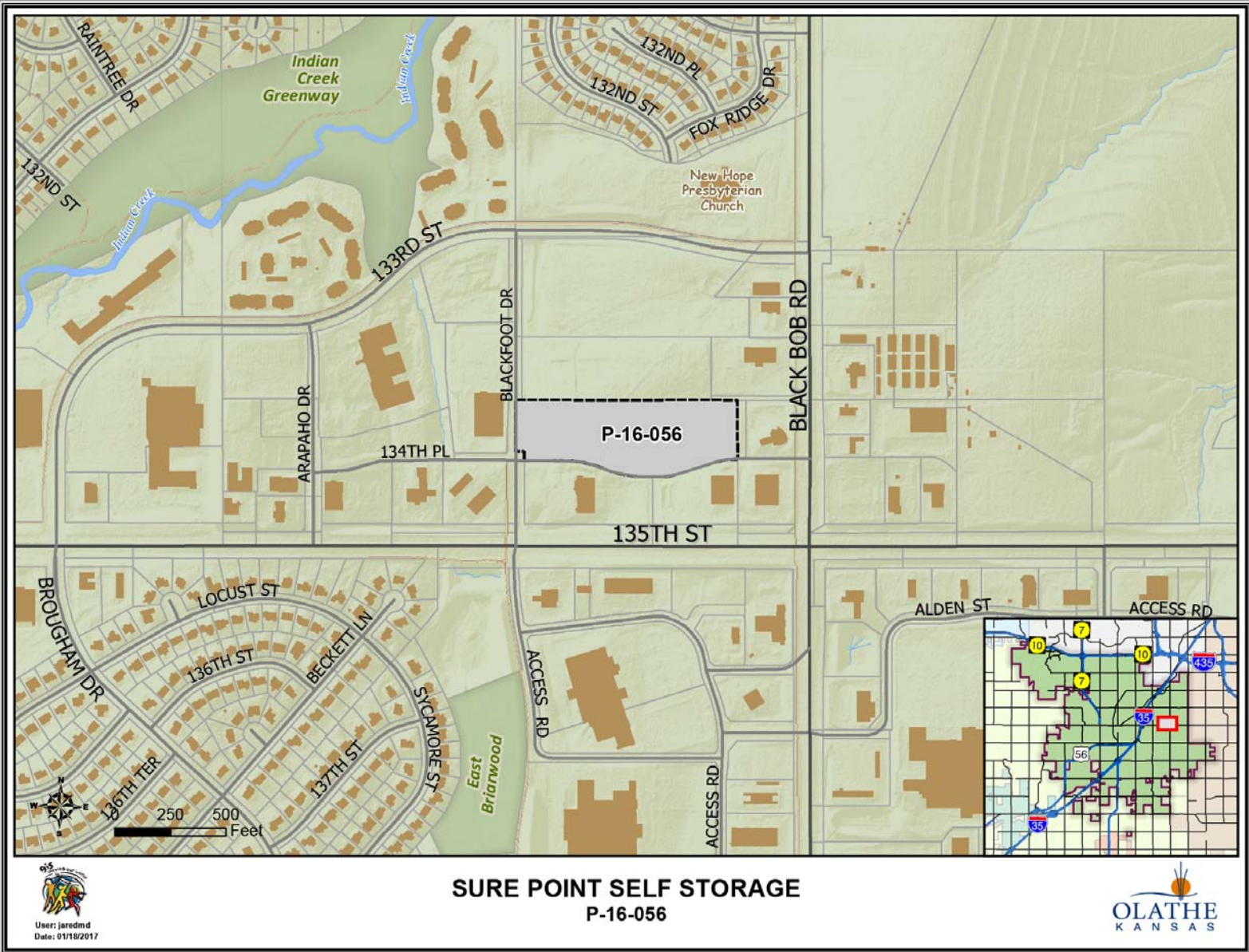
**Fiscal Impact:** None

**Recommendations/Options/Action Requested:**

1. Accept the public easements for the final plat as stipulated by the Planning Commission.
2. Reject the dedication of public easements for the final plat and return to the Planning Commission for further consideration, advising the Commission of the reasons for the rejection.

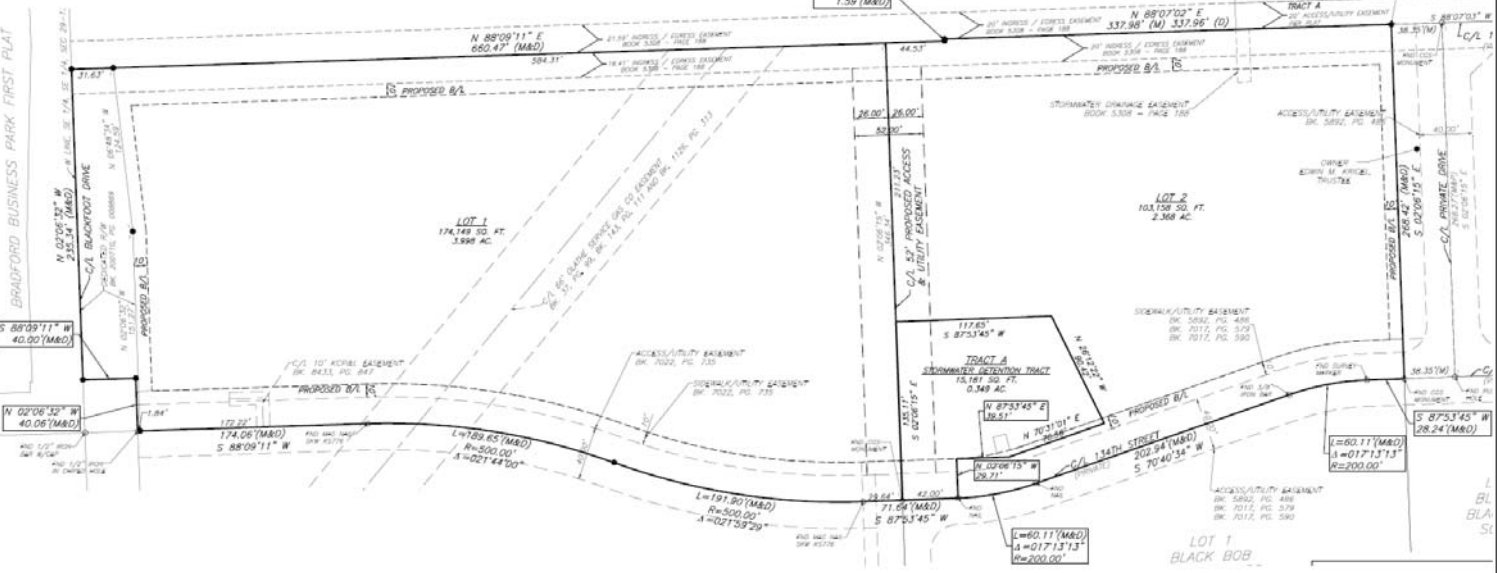
**Attachments:** A: Maps  
B: Planning Commission minutes





LOT 1

BRADFORD BUSINESS PARK FIRST PLAT



User: jarednd  
Date: 05/10/2017

SURE POINT SELF STORAGE  
FINAL PLAT  
LOCATED IN THE VICINITY OF 134TH  
STREET AND BLACK BOB ROAD

P-16-056

FINAL PLAT





City of Olathe  
City Planning Division

## MINUTES

### Planning Commission Meeting: January 23, 2017

<b>Application:</b>	<b><u>P-16-056</u> Final Plat for SurePoint Self Storage</b>		
<b>Location:</b>	Vicinity of 134 <sup>th</sup> Street and Blackfoot Drive		
<b>Owner:</b>	Stuart Krigel Family Trust		
<b>Applicant:</b>	Bailey Commercial, Jeff Bailey		
<b>Engineer:</b>	Premier Civil Engineering, Matt Fogarty		
<b>Staff Contact:</b>	Sean Pendley, Senior Planner		
<b>Acres:</b>	<u>6.92± acres</u>	<b>Proposed Use:</b>	<u>Commercial/ Self-storage</u>
<b>Lots:</b>	<u>2</u>	<b>Current Zoning:</b>	<u>C-2</u>
<b>Tracts:</b>	<u>1</u>	<b>Proposed Zoning:</b>	<u>C-3</u>
<b>Streets/ Right-of-way:</b>	<u>134<sup>th</sup> Street</u>	<u>Blackfoot Drive</u>	<u>Private streets</u>
<b>Existing</b>	<u>28' (private)</u>	<u>40' (½ street)</u>	<u>n/a</u>
<b>Required</b>	<u>28' (private)</u>	<u>40' (½ street)</u>	<u>28' (private)</u>
<b>Proposed</b>	<u>28' (private)</u>	<u>40' (½ street)</u>	<u>28' (private)</u>

#### 1. Comments:

This is a request for a final plat for SurePoint Self Storage. The subject property is located on the north side of 134<sup>th</sup> Place and east of Blackfoot Road.

An associated rezoning to C-3 district and preliminary development plan (RZ-16-018) for SurePoint Self Storage is also on this agenda.

#### 2. Plat Review:

- a. **Lots/Tracts** –The plat includes two commercial lots and one tract. Lot 1 is available for a future commercial building and Lot 2 is the self-storage property. Tract A is designed for a bio-retention basin for Lot 2.

- b. **Public Utilities** – The site is located within the City of Olathe water and sewer service areas. Public water and sewer main extensions will be required to serve the proposed development and shall be approved by the Public Works Department.
- c. **Streets/Right-of-Way** – The plat includes street right-of-way for Blackfoot Drive and easements for private drives. There are existing private streets located to the south and east of the site. New private access streets will be extended on the north property line (134<sup>th</sup> Terrace) and west side of the site.
- d. **Stormwater/Detention** – The final plat includes a separate tract for stormwater detention and stormwater quality features. There is a notice on the plat as described in Title 17 of the Olathe Municipal Code section 17.16.080.
- e. **Excise Taxes** – The property is located within a benefit district for Blackfoot Drive. Therefore the plat is exempt from street excise tax.

The final plat is subject to a traffic signal excise tax of \$0.0576 per square foot of land area for commercial districts. Based on the net plat area, 6.93± acres, the required **traffic signal excise fee** is **\$17,382.24**. The required excise fee shall be submitted to the City Planning Division prior to recording the final plat.

3. **Staff Recommendation:**

Staff recommends approval of P-16-056 with the following stipulations:

- a. The City Clerk signature line shall be revised to “Deputy City Clerk, David F. Bryant III, MMC”.
- b. The final plat is subject to a traffic signal excise tax of \$17,382.24. The excise fee shall be submitted to the City Planning Division prior to recording the final plat.
- c. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the City Planning Division.

*Please refer to RZ-16-018 for discussion of this application.*

**Mr. Pendley:** This is the final plat, the only difference being that it includes both this proposed site for SharePoint Self-Storage, as well as the lot to the west that extends out to Blackfoot.0

*Motion by Commissioner Nelson, seconded by Commissioner Freeman, to approve P-16-056, with the following stipulations:*

- a. The City Clerk signature line shall be revised to “Deputy City Clerk, David F. Bryant III, MMC”.
- b. The final plat is subject to a traffic signal excise tax of \$17,382.24. The excise fee shall be submitted to the City Planning Division prior to recording the final plat.
- c. Prior to recording the plat, a digital file of the final plat (pdf format) shall be submitted to the City Planning Division.

*Aye: Freeman, Nelson, Rinke, Munoz, Corcoran, Vakas (6)*

*No: (0)*

*Motion carried 6-0.*

## COUNCIL AGENDA ITEM

PW-E

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**Department:** Public Works, City Planning Division

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Sean Pendley, Senior Planner

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**Subject:** Consideration of Ordinance No. 17-13, RZ-16-021, requesting a zoning amendment for RP-1 district and revised preliminary development plan for Christ Community Church and School on 10.0± acres; located on the northeast corner of 119<sup>th</sup> Street and Iowa Street.

**Owner:** Christ Community Church, David Homer

**Applicant:** SFS Architects, Marsha Hoffman

**Focus/Perspective Area:** Economic Viability

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**Executive Summary:** The following is a request for a zoning amendment for RP-1 (Planned Single Family Residential) and revised preliminary site development plan for Christ Community Church. The subject property was rezoned to RP-1 district in 2010 when the first expansion was proposed for the church. The preliminary development plan identified various phases of development, including a separate free-standing sanctuary, student center and recreation center.

The proposed development consists of a 38,835 square foot addition for the church, including a new sanctuary. The original preliminary development plan for the church consisted of a campus with multiple phases. The proposed revision will allow a change for two phases of building additions as opposed to a campus with separate buildings. In addition, a zoning amendment is required for a proposed change in the building design that is different than the original plans approved with the rezoning.

There are existing access drives on 119<sup>th</sup> Street and Iowa Street. The new parking lots and drive aisles extend from the existing parking lot and there are no new drives on public streets. Traffic improvements are not required for the public streets due to the lower volume of traffic for the church.

The preliminary landscape plan identifies a variety of deciduous and evergreen trees around the perimeter and through the interior of the site. The site plan identifies 20-foot landscape buffers and parking/paving setbacks along adjacent residential property lines.

The existing church consists of two sections with 1-story and 2-story structures. The primary materials consist of brick veneer and pitched roofs with composition shingle roofing. The proposed building addition is a two-story structure with a flat roof. The building materials consist of brick veneer, precast panel with formliner and storefront glazing. The applicant has provided renderings showing the first and second phases of building additions. The original plans for the church addition called for a separate free-standing sanctuary with a pitched roof and composition shingles to match the existing church. The rezoning included the following stipulation *"The future sanctuary shall include composition shingles or metal shingles resembling asphalt, slate or tile shingles to be compatible with the existing church and surrounding homes."* Due to the proposed change for the church addition, this stipulation needs to be removed from the zoning ordinance.

On January 23, 2017, the Planning Commission held a public hearing for the rezoning. One resident spoke at the public hearing regarding flooding and stormwater concerns on her property which is adjacent to the church property. The applicant stated that the existing stormwater basin on the church site was designed to accommodate the required drainage for the proposed development. Staff reviewed the proposed stormwater plan and determined that the proposed design complies with City stormwater requirements but a stipulation was recommended for additional review of the stormwater requirements at the time of final site development. The applicant has provided a letter regarding the detention basin improvements.

The applicant held a neighborhood meeting on November 29, 2016 (minutes attached). The residents indicated that they supported the proposed revisions to the church. No protest petitions have been submitted for the revised preliminary development plan.

The Planning Commission recommended approval of the zoning amendment by a vote of 6-0, as stipulated on pages 10 and 11 of the minutes.

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**Fiscal Impact:**           None.

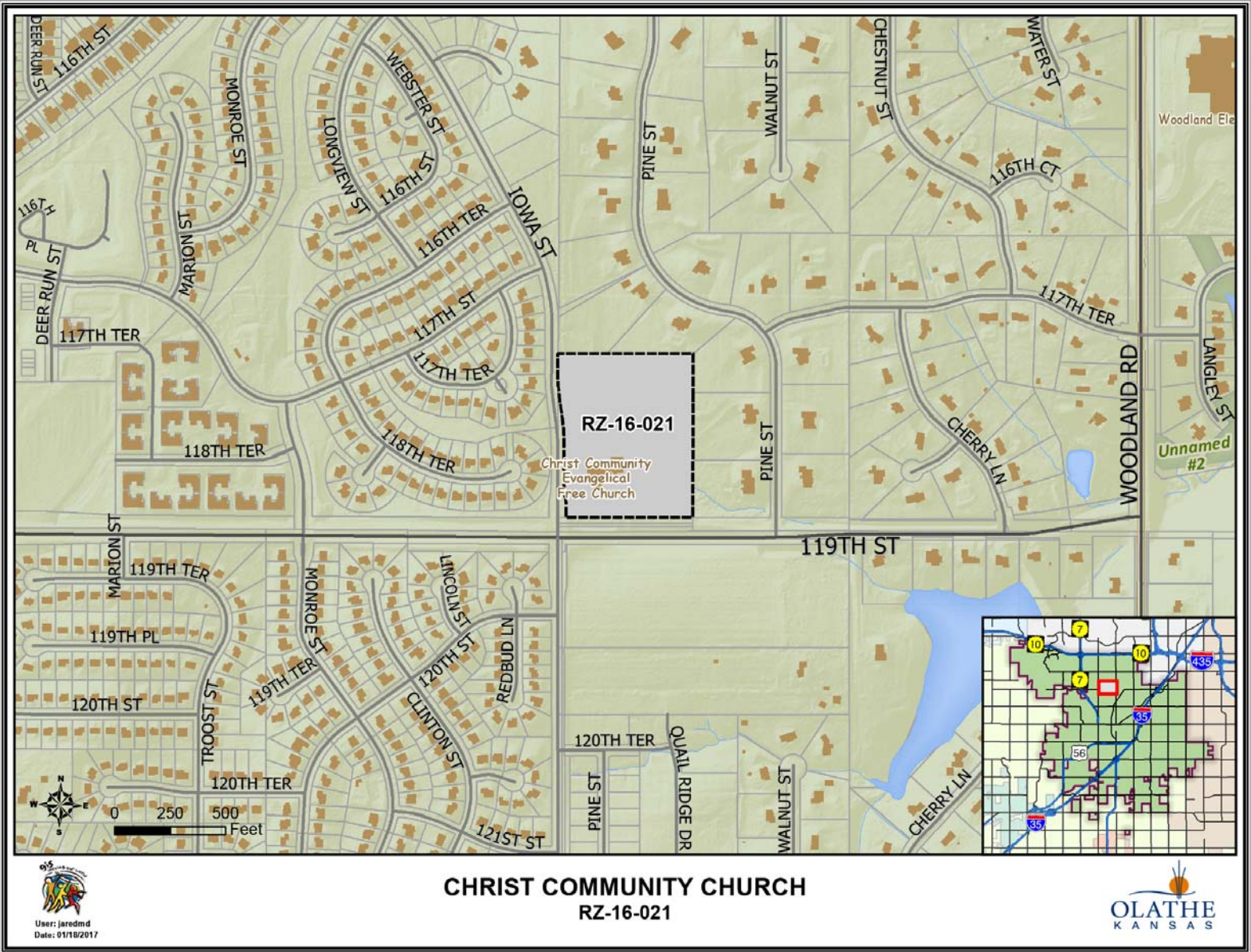
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**Recommendations/Options/Action Requested:**

1.     Approve Ordinance No. 17-13 for a zoning amendment for RP-1 district and revised preliminary development plan as recommended by the Planning Commission.
  2.     Deny Ordinance No. 17-13 for a zoning amendment for RP-1 district.
  3.     Return the zoning amendment application and revised preliminary development plan to the Planning Commission for further consideration with a statement specifying the basis for the Governing Body's failure to approve or disapprove.
- 

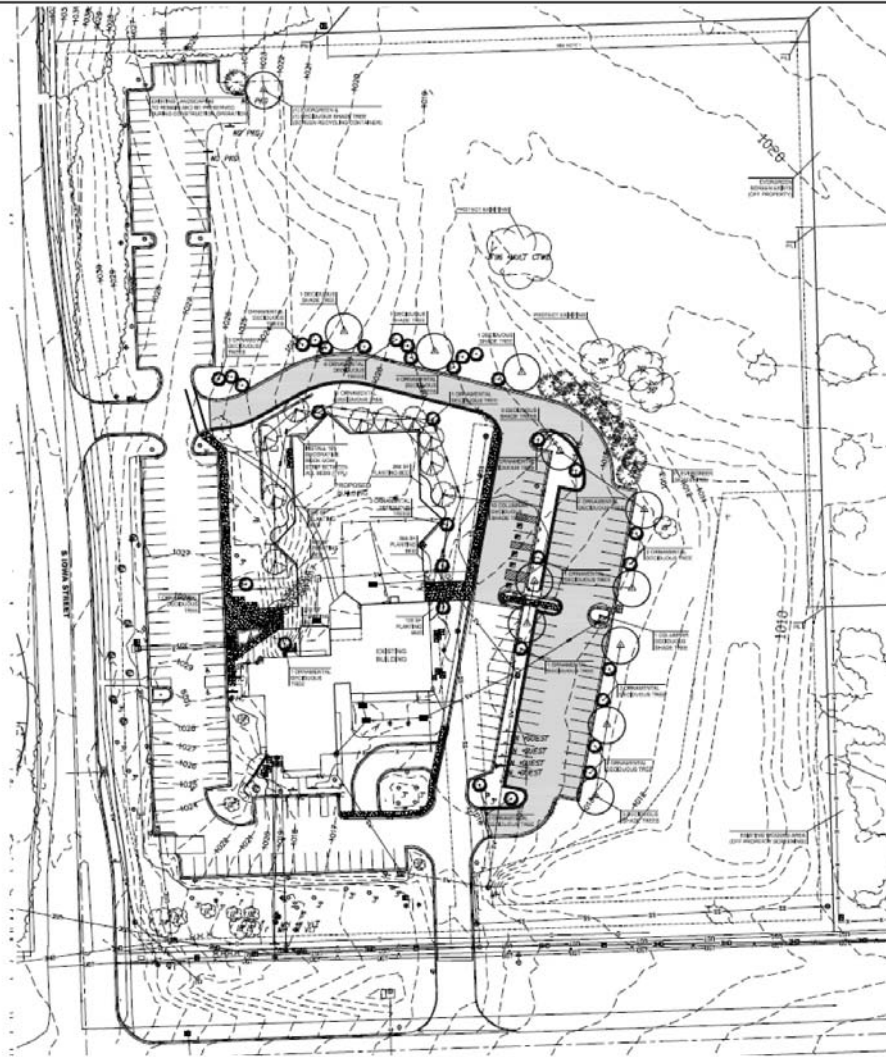
- Attachments:**
- A.    Maps.
  - B.    Planning Commission minutes.
  - C.    Ordinance No. 17-13.
  - D.    Neighborhood meeting minutes 11-29-16.
  - E.    Precast concrete detail 1-09-16.
  - F.    Detention Letter 02-16-17.











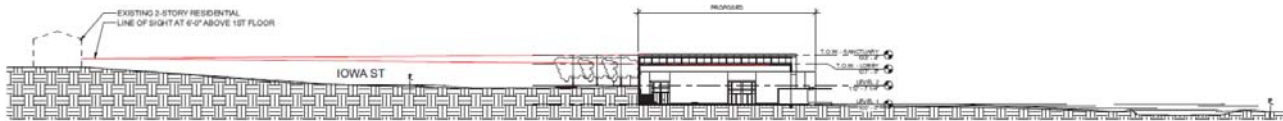
User: jaredm  
Date: 01/19/2017

CHRIST COMMUNITY CHURCH  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED AT 20600 WEST 119TH ST

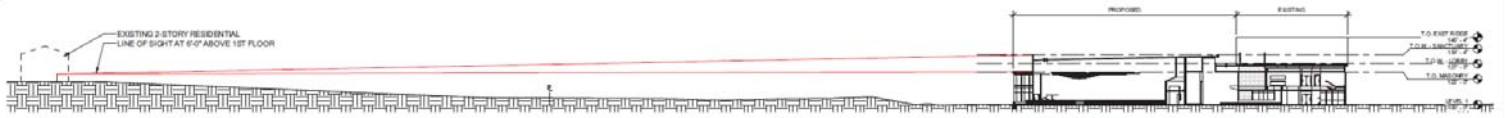
RZ-16-021

LANDSCAPE PLAN





2 SITE SECTION - E/W  
1" = 30'-0"



1 SITE SECTION - N/S  
1" = 30'-0"

CHRIST COMMUNITY CHURCH  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED AT 20600 WEST 119TH ST

RZ-16-021

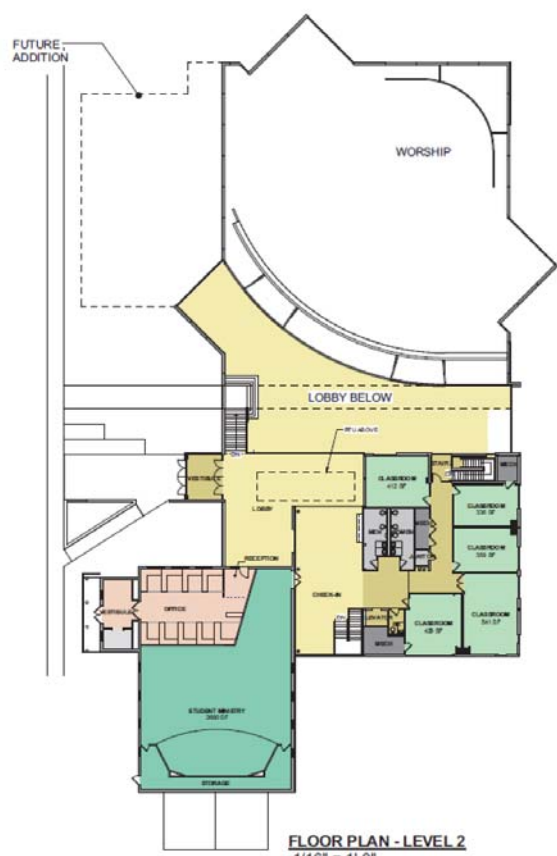
SITE SECTIONS

User: jaredmd  
Date: 05/15/2017





**FLOOR PLAN - LEVEL 1**  
1/16" = 1'-0"



**FLOOR PLAN - LEVEL 2**  
1/16" = 1'-0"

CONSTRUCTION TYPE	
EXISTING	VA
PROPOSED (INCL. EXST)	III B
OCCUPANCY	
EDUCATION	E
ASSEMBLY	A-3
BUILDING AREA	
ALLOWABLE PER FLOOR	35,625
$9500 + (9500 \times .75) + (9500 \times 2)$	
1ST FLOOR	
EXISTING - 01	10,170
NEW - 01	16,819
FUTURE - 01	3,750
SUBTOTAL	30,739
2ND FLOOR	
EXISTING - 02	10,162
NEW - 02	1,684
FUTURE - 02	3,750
SUBTOTAL	11,846
TOTAL	
EXISTING	20,332
NEW	18,503
FUTURE	7,500
TOTAL	46,335

Department Legend	
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<span style="display:inline-block; width:10px; height:10px; background-color: #90ee90; border:1px solid black;"></span>	CHILDRENS MINISTRY
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<span style="display:inline-block; width:10px; height:10px; background-color: #f08080; border:1px solid black;"></span>	ADMINISTRATION
<span style="display:inline-block; width:10px; height:10px; background-color: #f08080; border:1px solid black;"></span>	COMMON SPACE
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<span style="display:inline-block; width:10px; height:10px; background-color: #f08080; border:1px solid black;"></span>	AUXILIARY
<span style="display:inline-block; width:10px; height:10px; background-color: #f08080; border:1px solid black;"></span>	SUPPORT SPACES
<span style="display:inline-block; width:10px; height:10px; background-color: #f08080; border:1px solid black;"></span>	MECH

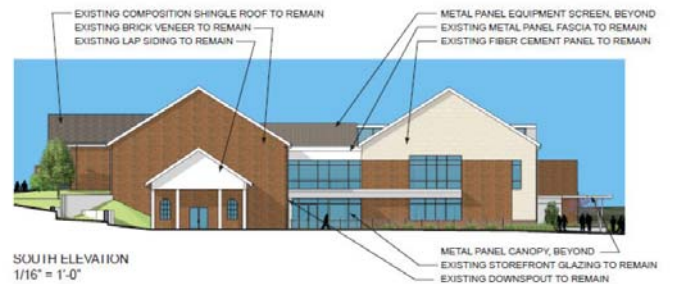
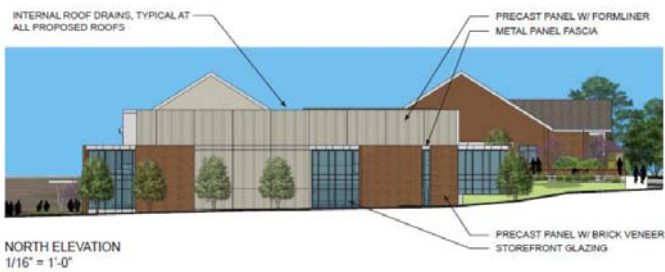
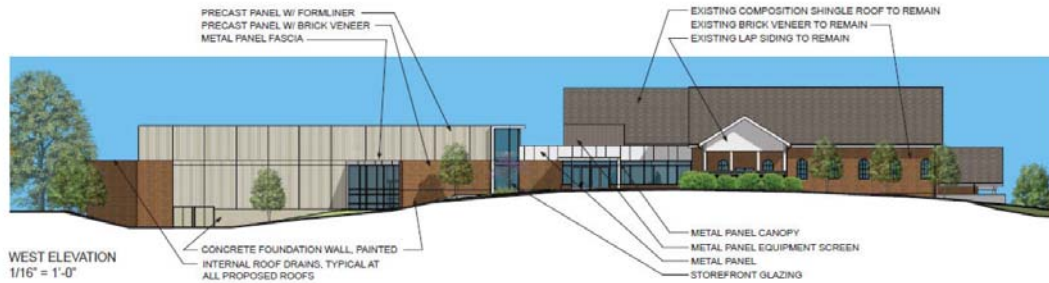


CHRIST COMMUNITY CHURCH  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED AT 20600 WEST 119TH ST

**RZ-16-021**

SITE SECTIONS





CHRIST COMMUNITY CHURCH  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED AT 20600 WEST 119TH ST

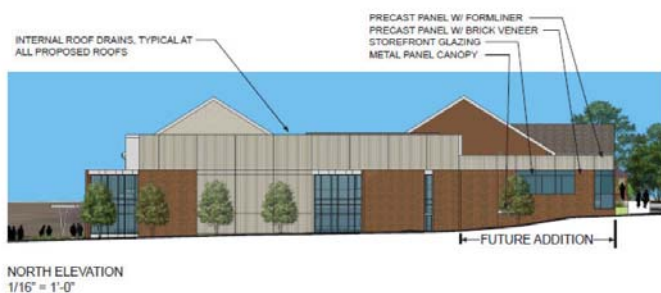
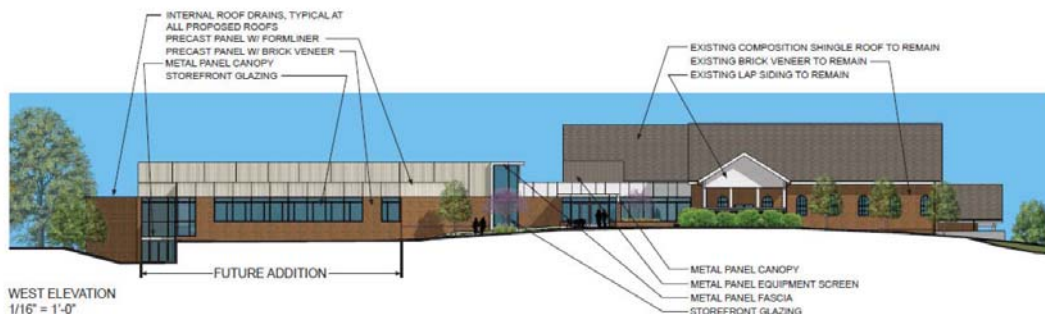
RZ-16-021

1ST PHASE - ELEVATIONS

User: jaredmd  
Date: 01/10/2017







CHRIST COMMUNITY CHURCH  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED AT 20600 WEST 119TH ST

RZ-16-021

FUTURE PHASE - ELEVATIONS

User: jaredmd  
Date: 01/19/2017





CHRIST COMMUNITY CHURCH  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED AT 20600 WEST 119TH ST

**RZ-16-021**

RENDERINGS

User: jaredmd  
Date: 01/19/2017





CHRIST COMMUNITY CHURCH  
PRELIMINARY DEVELOPMENT PLAN  
LOCATED AT 20600 WEST 119TH ST

**RZ-16-021**

RENDERINGS

User: jaredmd  
Date: 01/19/2017





City of Olathe  
City Planning Division

## MINUTES

### Planning Commission Meeting: January 23, 2017

<b>Application:</b>	<b><u>RZ-16-021</u> Zoning Amendment for RP-1 district, revised preliminary development plan for Christ Community Church</b>
<b>Location:</b>	Northeast corner of 119 <sup>th</sup> Street and Iowa Street
<b>Owner:</b>	Christ Community Church, David Homer
<b>Applicant/ Architect:</b>	SFS Architecture, Marsha Hoffman
<b>Staff Contact:</b>	Sean Pendley, Senior Planner

<b>Site Area:</b>	<u>10± acres</u>	<b>Proposed Use:</b>	<u>Church</u>
<b>Lots:</b>	<u>1</u>	<b>Plat:</b>	<u>Lot 1, Christ Community Church Olathe Campus</u>
<b>Building Area:</b>	<u>20,332 sq. ft. (existing)</u> <u>38,835 sq. ft. (addition)</u>	<b>Zoning:</b>	<u>RP-1</u>

	<b>Plan Olathe Land Use Category</b>	<b>Existing Use</b>	<b>Current Zoning</b>	<b>Site Design Category</b>	<b>Building Design Category</b>
<b>Site</b>	<b>Conventional Neighborhood</b>	<b>Church</b>	<b>RP-1</b>	<b>3</b>	<b>C</b>
<b>North</b>	Conventional Neighborhood	Single Family Residential ( <i>Mill Creek Grande</i> )	County PRN	-	-
<b>South</b>	Conventional Neighborhood	Undeveloped	County RN-1	-	-
<b>East</b>	Conventional Neighborhood	Single Family Residential ( <i>Mill Creek Grande</i> )	County PRN	-	-
<b>West</b>	Conventional Neighborhood	Single Family Residential ( <i>Foxfield Village</i> )	RP-1	-	-



**1. Proposal:**

The applicant is requesting a zoning amendment for RP-1 district and a revised preliminary development plan for Christ Community Church. The subject property is located on the northeast corner of 119<sup>th</sup> Street and Iowa Street.

The proposed development consists of a 38,835 square foot addition for the church, including a new sanctuary. The original preliminary development plan for the church consisted of a campus with multiple phases. The proposed revision will allow a change for two phases of building additions as opposed to a campus with separate buildings. In addition, a zoning amendment is required for a proposed change in the building design that is different than the original plans approved with the rezoning.

**2. History:**

The subject property was rezoned to RP-1 district in 2010 when the first expansion was proposed for the church. The preliminary development plan identified various phases of development, including a separate free-standing sanctuary, student center and recreation center. There were concerns from neighbors in Mill Creek Grande at that time due to the location and height of the sanctuary since the height of the church was between 55 feet and 75 feet and it was proposed approximately 50 feet from the nearest residential property. The revised plan includes a building addition in lieu of a separate building in this area.

**3. Public Notice/ Neighborhood Information:**

The applicant held a neighborhood meeting on November 29, 2016 (minutes attached). There were seven residents in attendance and there were questions regarding the proposed addition. Two of the residents requested changes to the proposed landscape buffer. The applicant indicated they could make changes to relocate some of the trees away from the perimeter to be closer to the parking lot and provide better maintenance around the edge of the church property.

The applicant mailed the required public notification letters to surrounding properties within 200 feet and posted signs on the subject property over 20 days prior to the public hearing per *UDO* requirements.

**4. Zoning Requirements:**

- a. **Setbacks** – The proposed development meets the required building setbacks for non-residential buildings in RP-1 districts. The existing and proposed parking lots comply with parking/paving setbacks from public streets and adjacent properties.
- b. **Building Height** – The maximum building height for non-residential buildings in R-1 districts is 75 feet from finished grade. The proposed addition for the church is 33 feet in height.

**5. Development Requirements:**

- a. **Access/Streets** – There are existing access drives on 119<sup>th</sup> Street and Iowa Street. The new parking lots and drive aisles extend from the existing parking lot and there

are no new drives on public streets. Traffic improvements are not required for the public streets due to the lower volume of traffic for the church. There is no daycare or school in the church so it will not generate an increase in peak hour traffic.

- b. **Parking** – The site plan identifies a total of 151 existing parking spaces and 216 parking spaces with the addition. The final site development plan shall identify accessible parking spaces.

Places of worship are required to have one (1) space for every four (4) seats in accordance with the *Unified Development Ordinance (UDO)*. The proposed sanctuary has a total of 700 seats so a minimum of 175 parking spaces are required.

A photometric plan for parking lot lighting shall be submitted with the final site development plan. The proposed light levels shall comply with *UDO* requirements for maximum foot-candles. In addition, fixtures shall consist of down lighting or include cut-off shields to prevent glare on surrounding properties.

- c. **Landscaping** – The preliminary landscape plan identifies a variety of deciduous and evergreen trees around the perimeter and through the interior of the site. The site plan identifies 20-foot landscape buffers and parking/paving setbacks along adjacent residential property lines. The proposed landscaping and buffers comply with *UDO* requirements and the design guidelines for non-residential developments.

The existing trees at the northwest and southwest corners of the site will be preserved during construction.

- d. **Stormwater/Detention** – There is an existing detention basin at the southeast corner of the property. This site was originally designed with stormwater detention and water quality facilities for future build out. The proposed church addition and parking lot expansion does not exceed the capacity of the existing stormwater facilities.
- e. **Public Utilities** – The site is located within the Water District No. 1 and Johnson County Wastewater area. The applicant will coordinate with the respective utility providers for any changes in service.
- f. **Pedestrian Connectivity** – There is an existing sidewalk along Iowa Street and an existing sidewalk connection to the parking lot.

## 6. **Building Design Standards:**

The existing church consists of two sections with 1-story and 2-story structures. The primary materials consist of brick veneer and pitched roofs with composition shingle roofing. The proposed building addition is a two-story structure with a flat roof. The building materials consist of brick veneer, precast panel with formliner and storefront glazing. The applicant has provided renderings showing the first and second phases of building additions.

Although the property is located in a Conventional Neighborhood, certain non-residential buildings, such as churches and schools, are permitted in these areas. The applicable design standards for these sites are **Building Design Category E** (*UDO 18.15.045*). The applicant has submitted a summary of the building design and material calculations. The following is an analysis of the building design standards.

- a. **Horizontal Articulation** – The proposed church includes multiple wall offsets on the North, East and West building elevations. The building projections extend up to 17 feet from the façade.
- b. **Vertical Articulation** – The building includes variation in height between the existing church and building addition. The applicant has provided the change in roof height in the design summary and the building meets the vertical articulation standards for Category E buildings.
- c. **Revised Building Design** – The original plans for the church addition called for a separate free-standing sanctuary with a pitched roof and composition shingles to match the existing church. The rezoning included the following stipulation “*The future sanctuary shall include composition shingles or metal shingles resembling asphalt, slate or tile shingles to be compatible with the existing church and surrounding homes.*” Due to the proposed change for the church addition, this stipulation needs to be removed from the zoning ordinance. Staff supports this change since the building addition meets *UDO* design requirements and the building is located further away from adjacent residential properties.
- d. **Focal Point Element** – The continuous clerestory/tower provides a cap element on the South January. The corners of the building include extensive glazing.
- e. **Façade Expression Tools** – The building includes changes in materials with brick wainscot on the lower level and precast panels with details on the upper facades. There is an increase in Category 1 materials.
- f. **Building Materials** – The exterior building materials consist of brick veneer, precast panels with formliner, storefront glazing and metal fascia. All sides of the exterior building are visible from streets and public areas so all the elevations are considered primary facades. Category E design standards require Category 1 materials on a minimum of 70 percent of primary facades. The building materials for the North, East and West facades range from 87-98 percent Category 1 materials which exceed the minimum standards.
- g. **Transparent Glass** – Category E design standards require transparent glass on a minimum of 20 percent of primary facades. The building addition for Phase 1 includes 20 percent glazing on the East elevation, 13 percent on the North elevation and 15 percent on the West elevation. The Phase 2 addition provides an increase in glass for the North (14 percent) and West elevation (22 percent). Staff supports the proposed reduction in glass on the Phase 1 building addition.
- h. **Mechanical Equipment** – All building mounted and ground mechanical equipment shall be screened by landscaping or architectural features per *UDO* requirements. The rooftop mechanical equipment will be located in the center of the building and additional screening will be provided with metal panels to match the building.
- i. **Line-of-Sight** – The applicant has provided two site section drawings showing views of the proposed building addition in relation to surrounding residential properties. The grade for the church site is lower than the average grades for surrounding residential properties.

## 7. Staff Recommendation:

- A. Staff recommends approval of RZ-16-021 for the following reasons:

- (1) The zoning amendment for RP-1 district meets the *Unified Development Ordinance (UDO)* development and performance standards.
  - (2) The proposed building addition complies with the Building Design Category E standards for non-residential buildings.
- B. Staff recommends approval of RZ-16-021 with the following stipulations to be included in the zoning ordinance:
- (1) The final site development plan shall conform to the general layout and design of the revised preliminary development plan dated January 6, 2017.
  - (2) A parking lot lighting plan, in accordance with *UDO* requirements, shall be submitted and approved with the final site development plan. Details shall be provided for the height and type of all wall mounted and ground mounted light fixtures.
  - (3) As required by the *UDO*, all exterior ground or building mounted equipment, including but not limited to mechanical equipment, utility meter banks and coolers, shall be screened from public view with landscaping or an architectural treatment compatible with the building architecture

*Sean Pendley, Senior Planner appeared before the Planning Commission and presented the staff report, as follows:*

Mr. Pendley: The following application is a request for a zoning amendment and a revised preliminary development plan for Christ Community Church. The subject property is located on the northeast corner of 119<sup>th</sup> Street and Iowa Street. There is an existing plan for Christ Community Church, and they are proposing an expansion to the church. The property is surrounded by single-family residential to the north, east and west, and to the south of 119<sup>th</sup> Street is undeveloped property.

History of this site. The church has been around for some time. There was a rezoning and a preliminary development plan approved in 2010 for the first phase and future phase expansion to the church. At that time, they considered a more campus-style development for the future, including a new sanctuary, education building, and other office space on the entire property, which is approximately 10 acres in size. At that time, they considered some options for the future sanctuary, something much larger and as a free-standing building, at the north end of the property. This development plan was approved through extensive public hearings and notifications to the surrounding residential development. At that time, the neighbors were very concerned about that development plan due to the size and height of the building. I believe the sanctuary was close to 70 feet in height, and had a pitched roof. So, a much taller building than what is proposed here for the expansion of the existing church. In addition, there were other buildings for the development in a campus style. Since then, the church has considered revision to their expansion plans. They're looking at more of a compact addition to the existing church.

The building addition is to the north side of the existing church. Phase 1 included an addition for the sanctuary and a lobby, connection to the existing church; additional parking on the east side of the site, with an access road around the site to allow emergency access and circulation requirements for the development, and for the church itself, to provide the required parking. This proposed sanctuary will be 700 seats, and the proposed parking would meet that requirement. Phase 1 will be 216 parking spaces, so they meet that with Phase 1.

In addition, they are proposing an additional future expansion, Phase 2, future phases for the church that are also included. There are renderings for the church. So, what they see as the ultimate build-out of the church will be more compact. The applicant did hold a new neighborhood meeting as required. Some good comments and questions came from those in attendance. They just had concerns regarding the perimeter landscaping. They recommended some changes to that, and the church was very receptive to that and made the necessary changes to the perimeter landscaping. They scaled some of that back, bringing the perimeter landscaping around their parking areas and preserving some existing trees along Iowa and some mature trees on the interior of the development, keeping the open space to the north, which is closer to the existing residential area. So, the church made the requested changes by the neighbors and offered to keep up the regular maintenance around the perimeter of the property where adjacent to residential.

The applicant provided line-of-sight drawings from an east-west view. This shows existing residential to the north, in Mill Creek Grande, looking south to the building. The existing grades for the church are at a lower elevation generally than the surrounding residential, especially going from north to south. With line-of-sight, you're looking at, you know, first floor of the residential, looking straight across, almost equal in height to the proposed height of the building addition, which is just under 30 feet in height. So, at this location, the building is much better in terms of the visual impact to the neighbors. So, again, they appreciated this addition, as opposed to the previous plan for a new sanctuary, and much closer to the residential properties. The bottom drawing shows, I believe this is the east-west sight section, looking from the properties to the east, and Mill Creek Grande looking west to the proposed addition. The existing church is well in excess of the minimum setbacks from property lines. That includes both Phase 1 and Phase 2 for the church.

The applicant has provided floor plans for Phase 1 showing the future expansion, and showing the first and second floors to the building. The existing church is a two-story building with a walk-out on the west side. It looks more like a one-story structure, but it is a two-story building. Again, the sanctuary at the far north end, showing all the seating.

The applicant has provided several renderings showing Phase 1 and Phase 2 buildings. The top drawing is the west elevation facing residential properties. This shows facing Iowa Street, looking east. This is the existing church, and they are showing the expansion. It is a flat roof design, so it is a little bit different than the existing church. However, this design element is something that is consistent with the precast panels that are on the east elevation of the existing church. So, they're incorporating some of those changes in building materials. They do include a brick wainscot and extensive glass on all elevations of the building, especially on the north and west sides of the building, which has the highest visibility. So, they are incorporating several elements on the existing building. This east elevation shows it a little bit better, tying in some of the materials. There are new precast panels with form liners, and those meet Category 1 materials. It's not a plain precast. It is with details, so it has architectural interest. The applicant provided a sample photo of that material, and extensive glass on all sides. They do meet all building material requirements for Phase 1 and Phase 2.

Part of the reason why the applicant is requesting the zoning amendment, staff had indicated that this would be required because of the change in design of the building. The original zoning ordinance from 2010 had stipulations for a pitched roof with composite shingles. The stipulation read, "*The future sanctuary shall include composition shingles or metal shingles resembling asphalt, slate or tile shingles, to be compatible with the existing church and surrounding homes.*" However, due to the change, going to an addition to the existing church as opposed to a freestanding sanctuary closer to the residential properties, staff would support removal of that stipulation, which is why we're proposing a zoning amendment along with a revised preliminary

plat. Again, the building does provide glass on all sides of the building. It meets all Category E requirements that we're applying here.

With that, staff does recommend approval of the zoning amendment as stipulated and revised development plan. The applicant is available for questions.

Chairman Vakas: Thank you, Mr. Pendley. The two phases, is there a timeline associated with those two phases?

Mr. Pendley: Not that I'm aware of. The applicant hasn't told us what that timeline would be.

Chairman Vakas: Commissioners, questions for Mr. Pendley? [None.] Thank you, sir. The public hearing is open. Would the applicant come forward, please?

*Mike Christianer, Principal, SFS Architecture, 2920 West 87<sup>th</sup> Terrace, appeared before the Planning Commission and made the following comments:*

Mr. Christianer: I think this has been well explained to you. Two of the biggest things that have happened since 2010 are kind of a thought and philosophy difference with the church that they changed. They currently have five campuses, and back in 2010, they were looking to have a larger facility. So, this one had a considerable amount of square footage. They now look at this as, rather than build this into a large facility, that they would start another satellite. That is the way their growth pattern is. The other big change was going from a campus to an integrated building because they realized that they didn't want to have the children and other people going outside when they needed to go from one building to the other. They loved the idea of that one community space. Even though it's a 700-seat worship space, that may seem large to some congregations, but they do believe in that, kind of 80-percent rule. Once it gets past 80 percent people in the facility, that's when they deem that it is crowded, and it is full. So, they're thinking of a 700-seat worship space as more of a 500 to 600 seat worship space. But, they want to keep that kind of comfort and small-church type of feel, even though it is a larger, growing congregation. They have a lot of children's programs that will be taking over the existing worship space, and they will be expanding into those when they build their new facility. This facility is going to give them, kind of a café space, as it is referred to many times, for fellowship before and after services. So, it's a growing congregation. They love the area, but they need some assistance to expand their facilities.

Chairman Vakas: Questions for the applicant? [None.] Thank you. I understand there's someone who signed in to speak. Come on up, please.

*Lori Wright, 11890 South Pine Street, appeared before the Planning Commission and made the following comments:*

We own the property that is directly east of the facility. We're the first house in Mill Creek Grande, so 119<sup>th</sup> Street is to the south of us. We've owned the property about 10 years, and we've had no flooding or water issues on our property until the first addition in 2010, when the addition and parking were added. There is a stormwater and retention pond there, as you saw in your materials. I believe that was designed to accommodate the original growth that the church had planned.

Since that point in time, we do have flooding on our property. It doesn't happen all the time when it storms, but when we have substantial rains, that retention pond, if it does release water, that water runs out to the south, goes along 119<sup>th</sup> Street, and hits that entrance to Pine Street, at which point it stops and blocks it up onto our property. So, I am not opposed, per se, to the expansion plan. However, I am very concerned that more rooftop, more concrete, is going to exacerbate the problem that's already there.

My husband contacted the church when we received the letter. They did send someone out to talk with him. We have not heard a response since then. So, that is our concern, is that something needs to be done so we don't exacerbate the water problem that we have received.

Chairman Vakas: Thank you for bringing that to our attention. Commissioners, any questions? [None.] Thank you. Could I ask the applicant to come back to the podium, please? Could you talk to us about your stormwater management plans in association with this expansion?

Mr. Christianer: I'll let Brian Hill address that.

*Brian Hill, MKEC Engineering, 11827 West 112<sup>th</sup> Street, Overland Park, appeared before the Planning Commission and made the following comments:*

Mr. Hill: The existing stormwater detention facility on site was designed for the previous master plan from 2010. That master plan had substantially more impervious area to it than what's being proposed with the revised preliminary plan tonight. The previous plan had over five acres of impervious area, where the current plan has 3.3 acres. The facility was designed for the entire master plan and will handle the increase in what's being proposed with our current preliminary plan. I did meet with the homeowner several weeks ago in response to his inquiry. The church detention facility does discharge onto their property, in addition to a fair amount of acreage from the Mill Creek Grande subdivision, as well. It's an existing natural creek in the area that runs along the south side of the property. So, they do have run-off from the church, as well as from the north. We did discuss their downspouts and some of the ways that they can handle the water on their site to help improve some of the conditions that they've expressed concern about. But, regarding the church, the detention facility is sized per City requirements and is sized for a substantial amount more impervious area than what we're proposing.

Chairman Vakas: So, what you suggested to the homeowner are some things that they could do to their property. But, is it your opinion that the existing stormwater management plan for the church is adequate?

Mr. Hill: Yes.

Chairman Vakas: Even though the homeowner is talking about overflow issues?

Mr. Hill: The concerns expressed to me in our meeting dealt with some downspout issues with the home, and some erosion around the house due to downspouts. With regard to the overall church drainage, it is our opinion that the detention facility will handle the improvements that are being proposed.

Chairman Vakas: Is there a timeline associated with the two phases? A timeline for construction?

Mr. Hill: There's no timeline at this point for Phase 2 that I'm aware of.

Chairman Vakas: It's a master plan, but it's not set to numbers at this stage? Not ready to pull the trigger?

Mr. Hill: Correct.

Chairman Vakas: Okay. Commissioners, questions? [None.] Thank you, sir. Commissioners, do I hear a motion to close the public hearing?

Comm. Nelson: Before we do, may I just inquire of something from staff? We have a community member saying there's a concern, and we've got a property that's being developed further, saying what we've got is adequate. So, what's the solution for that? Because we are adding more development, more impervious space, etc., but their engineer says this is adequate for what they are responsible for. So, is the next step for the resident who spoke to go to the City and say, "Hey, what's going on here? We've got a problem."? I guess I just want to say, we



know there's a problem, and an engineer is saying it's not their fault, it's just an issue that's greater than them. What's the next step here? What would be the next step for everyone involved?

Mr. Pendley: I would defer to our development review manager in Public Works, Chet Belcher. We were aware of this issue for this site for some time, and as the applicant indicated, the existing detention basin was designed for the ultimate build out, and as proposed, is actually less impervious area. However, I'm not as familiar with the existing drainage basin or drainage area. Chet would know much better.

*Chet Belcher, Development Review Manager, Public Works Department, City of Olathe, appeared before the Planning Commission and made the following comments:*

Mr. Belcher: To address this, I was going to give you my card after this. We'll meet with Rob Beifuss and his crew to come out and see exactly what those issues are. I'm hearing flooding in a ditch at Pine Street, and also downspouts. So, we need to get some boots on the ground out there and meet with you. I'll get you my card after this.

And then, the detention requirements back when this was done are different than they are now. We control more frequent storms now than we did back then. Sometimes those regular storms are going to seem a little bigger than they would otherwise with our new requirements.

Comm. Nelson: Thank you. And the reason I didn't want to close the public hearing yet is I wanted to find an answer to that. Could I impose on you to come back up for one second? That brings me to this point of clarification. You're not opposed to the development of the structure, but you are concerned about the implications of the water. So, you're not here opposing the church. You just want the issue address.

Ms. Wright: Correct.

Comm. Nelson: So, knowing that there's someone else involved in the conversation from the City, does that help you to say, Okay, let's have that conversation? I know you're still concerned about the overall dynamic, but I just want to make sure that you're hearing that we want to connect you with help.

Ms. Wright: Yes, that's correct. I understand what you're saying about the guttering, but the guttering was never a problem until the flooding came onto our property, such that our guttering doesn't work. So, what I'm hearing is that it is now my responsibility to fix the guttering because you're putting your water on my property and my guttering doesn't work. So, I appreciate you following up and hooking me up with someone that maybe can help us resolve this issue.

Comm. Nelson: Okay, thank you. And thank you, Mr. Belcher, for being here. Thanks for coming back up.

Comm. Corcoran: I have a question for Mr. Belcher. Chet, you mentioned that the new detention design standards are different than the old. Is this basin designed to new standards?

Mr. Belcher: It was designed to the previous standards in 2010. A thought that occurred to me, too, since we have less impervious area now than we did before, and there's some work that needs to be done on those BMPs anyway down in that area, we might be able to choke that down a little bit more to meet today's standards, with a minimal amount of effort.

Comm. Nelson: Who is the "we" you're referring to?

Mr. Belcher: The applicant.

Comm. Nelson: Okay. So, since we're rezoning, does that become a part of this conversation? Because it's new standards, it's not the same plan, it's a new plan.

Mr. Pendley: What I would recommend is that we address this with the final site development plan that will be required. The BMPs and any stormwater requirements can absolutely be addressed, and staff is already discussing it, talking with Rob, or whoever in Public Works, that we need to address this. We'll absolutely address this with the final development plan. We can make stipulations for any BMP improvements or anything else we need to address that issue.

Comm. Nelson: Thank you. So, just for clarification, I think what is being said here, we don't want to be a barrier to the development moving forward in any way, shape or form, but we also want to make sure that we're addressing all the issues that exist because some of the standards have changed.

Mr. Pendley: We can even put a note to that effect in the zoning ordinance. Now, since this will go on to City Council, and we know there will be discussion, they need to be aware of this. We can make that a stipulation, that we address stormwater at the final development plan, and that staff will work with the applicant to correct any stormwater issues with the final development plan.

Comm. Nelson: So, there will be one more phase. Our voting tonight, and the City Council, our making a recommendation and the City Council discussion, that's not the end of it. There's still one more phase that it will pass through in the process. So, I just want to make sure that we're all hearing the same thing.

With that being said, if there's not any objection from the rest of the Commission, I'd love to make a motion to close the public hearing.

*Motion by Commissioner Nelson, seconded by Commissioner Munoz, to close the public hearing.*

*Motion was approved unanimously.*

*Motion by Commissioner Nelson, seconded by Commissioner Munoz, to recommend approval of RZ-16-021, for the following reasons:*

- (1) The zoning amendment for RP-1 district meets the *Unified Development Ordinance (UDO)* development and performance standards.
- (2) The proposed building addition complies with the Building Design Category E standards for non-residential buildings.

*Commissioner Nelson's motion included recommending approval with the following stipulations to be included in the ordinance, as amended:*

- (1) The final site development plan shall conform to the general layout and design of the revised preliminary development plan dated January 6, 2017.
- (2) A parking lot lighting plan, in accordance with *UDO* requirements, shall be submitted and approved with the final site development plan. Details shall be provided for the height and type of all wall mounted and ground mounted light fixtures.
- (3) As required by the *UDO*, all exterior ground or building mounted equipment, including but not limited to mechanical equipment, utility meter banks and coolers, shall be screened from public view with landscaping or an architectural treatment compatible with the building architecture.

- (4) The final site development plan shall include improvements to the existing detention basin to address stormwater issues on adjacent residential properties.

*Aye: Freeman, Nelson, Rinke, Munoz, Corcoran, Vakas (6)*

*No: (0)*

*Motion carried 6-0.*

**ORDINANCE NO. 17-13**

**AN ORDINANCE AMENDING SECTION TWO OF ORDINANCE NO. 10-25 OF THE CITY OF OLATHE, KANSAS PERTAINING TO RZ-10-002.**

**WHEREAS**, Rezoning Application No. RZ-16-021 requesting an amendment to Ordinance 10-25, was filed with the City of Olathe, Kansas, on the 9<sup>th</sup> day of December 2016; and

**WHEREAS**, proper notice of such rezoning application was given pursuant to K.S.A. 12-757 and Chapter 18.40 of the Unified Development Ordinance; and

**WHEREAS**, a public hearing on such application was held before the Planning Commission of the City of Olathe, Kansas, on the 23<sup>rd</sup> day of January, 2017; and

**WHEREAS**, said Planning Commission has recommended that such rezoning application be approved.

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

**SECTION ONE:** That Section Two of Ordinance No. 10-25 is hereby amended to read as follows:

**"SECTION TWO:** That this rezoning is approved subject to the following stipulations:

- (1) The final site development plan shall conform to the general layout and design of the revised preliminary development plan dated January 6, 2017.
- (2) A parking lot lighting plan, in accordance with *UDO* requirements, shall be submitted and approved with the final site development plan. Details shall be provided for the height and type of all wall mounted and ground mounted light fixtures.
- (3) As required by the *UDO*, all exterior ground or building mounted equipment, including but not limited to mechanical equipment, utility meter banks and coolers, shall be screened from public view with landscaping or an architectural treatment compatible with the building architecture.
- (4) The final site development plan shall include improvements as necessary to the existing detention basin to address any stormwater issues on adjacent residential properties."

**SECTION THREE:** Existing Section Two of Ordinance No. 10-25 is hereby specifically repealed.

**SECTION FOUR:** That this Ordinance shall take effect from and after its passage and publication as provided by law.

**PASSED** by the Governing Body 21<sup>st</sup> day of February, 2017.

**SIGNED** by the Mayor this 21<sup>st</sup> day of February, 2017.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney



## MEETING NOTES

Christ Community – Olathe

Christ Community an Evangelical Free Church

MEETING PURPOSE: Neighborhood Meeting  
 LOCATION: Christ Community Church - Olathe  
 DATE/TIME: 11/29/2016 @ 6:00 pm

NOTES ISSUED ON: 12/05/2016  
 ISSUED BY: George Knipp

*These notes reflect our understanding of the issues discussed and conclusions reached during this meeting. We are proceeding on this basis. Please contact our office within 7 calendar days to request any clarification or amendment to these notes.*

### Attendees

	Name	Company	Phone	Email
<input checked="" type="checkbox"/>	Heather McCain Property backing up to the east			
<input checked="" type="checkbox"/>	Mark Bersted Property backing up to the north			
<input checked="" type="checkbox"/>	Nate and Liz Harding Building a home north off of Iowa			
<input checked="" type="checkbox"/>	Kevin and Angie Timken Property directly west across Iowa			
<input checked="" type="checkbox"/>	Mark Stubbolo Nearby neighbor.	CCC	913-488-9127	daveh@christcommunitykc.org
<input checked="" type="checkbox"/>	Ryan Dieker Church Elder and nearby neighbor			
<input checked="" type="checkbox"/>	Brian Hill Neighbor and CCC member	CCC	913-488-4105	bhill@emkec.com
<input checked="" type="checkbox"/>	Nathan Miller	CCC		nmiller@christcommunitykc.org
<input checked="" type="checkbox"/>	Patrick Largen	CCC	785-341-5960	patrickl@christcommunitykc.org
<input checked="" type="checkbox"/>	David Homer	CCC	913-488-9127	daveh@christcommunitykc.org
<input checked="" type="checkbox"/>	Mark Askins	CCC	913.685.1161	marka@christcommunitykc.org
<input checked="" type="checkbox"/>	Jennifer Krogmann	CCC	913-568-6527	jenniferk@christcommunitykc.org
<input checked="" type="checkbox"/>	Jonathan VanMaanen	CCC	515-290-9571	jonathanv@christcommunitykc.org
<input checked="" type="checkbox"/>	Marsha Hoffman	SFS	816-474-1397	mhoffman@sfsarch.com
<input checked="" type="checkbox"/>	Mike Christianer	SFS	816-474-1397	mchristianer@sfsarch.com
<input checked="" type="checkbox"/>	Kelly Stindt	SFS	816-474-1397	kstindt@sfsarch.com
<input checked="" type="checkbox"/>	George Knipp	SFS	816-474-1397	gknipp@sfsarch.com
<input checked="" type="checkbox"/>	Zach Bodine	SFS	816-474-1397	zbodine@sfsarch.com



## MEETING NOTES

Christ Community – Olathe

Christ Community an Evangelical Free Church

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### Notes and Action Items

#### 1. Mark Bersted (Property to the North)

- a. Suggests we look at alternative landscaping (verses a tree row at the property line) or possibly moving them 10' South to keep the mowing and weed maintenance down.
  - i. We (Mark Stubbolo) suggested perhaps instead, that the church do a better job weed eating and maintaining the grass around the trees. Perhaps this would mitigate his concerns.
- b. Requested a screening of some sort around the Recycling Bin at the north parking lot but also noted that this, "wasn't a big deal."
- c. Requested a better understanding of the esthetic of the precast concrete.
- d. Was supportive of the shift from the previously approved master plan and said, "I like having you all as neighbors, who could have better neighbors than a church?" He also said, "if you need me to go to the city in support of you all building, I will."

#### 2. Heather McCain (Property to the East)

- a. Desires to NOT have trees near her property line as to take away from the green space she sees out of her windows. She likes seeing people walking their dogs on our property and seeing kids playing. She requested trees or berms closer to our parking lot instead, to minimize headlights in her house in the morning. Landscaping will be used to accomplish this to address this and city requirements.
- b. Vocalized her appreciation of Christ Community as "good neighbors."

Attachments: Meeting Sign-in Sheet, Meeting Agenda, list other items attached....

Distributed to: Attendees; file.

END MEETING NOTES





316-12-09

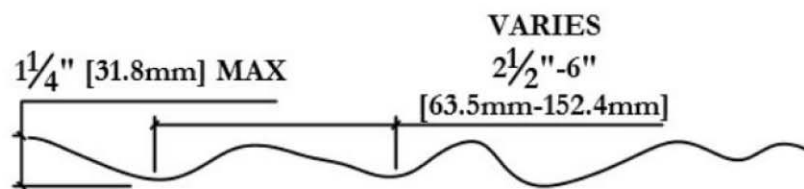
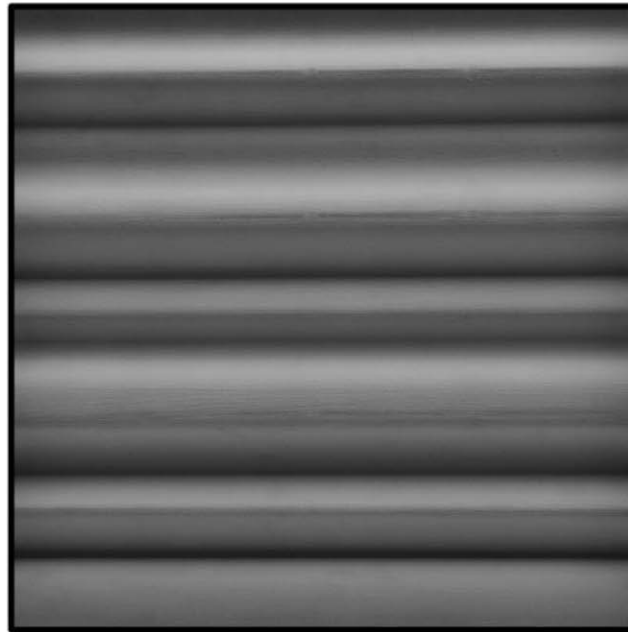
Zoning Amendment Application

**Christ Community Church**

20600 W 119<sup>th</sup> St

### **Proposed Precast Concrete Formliner Details**

Precast concrete is proposed as a category I material as “detailed concrete”. The following is the proposed specification for a formliner treatment of the precast panels. The panels would also be painted.



## #317 1.25" RANDOM PEAKS AND VALLEYS

Architectural concrete surface treatment shall be obtained with Architectural Polymers® elastomeric or thermoformed form liner as manufactured by Architectural Polymers®. Release agent shall be approved and applied as per Architectural Polymers® recommendation. Factory bonded 3/4" plywood is also available. No substitutions will be allowed without prior written approval from the architect or engineer.

### Short Form Specification #317 1.25" Random Peaks and Valleys

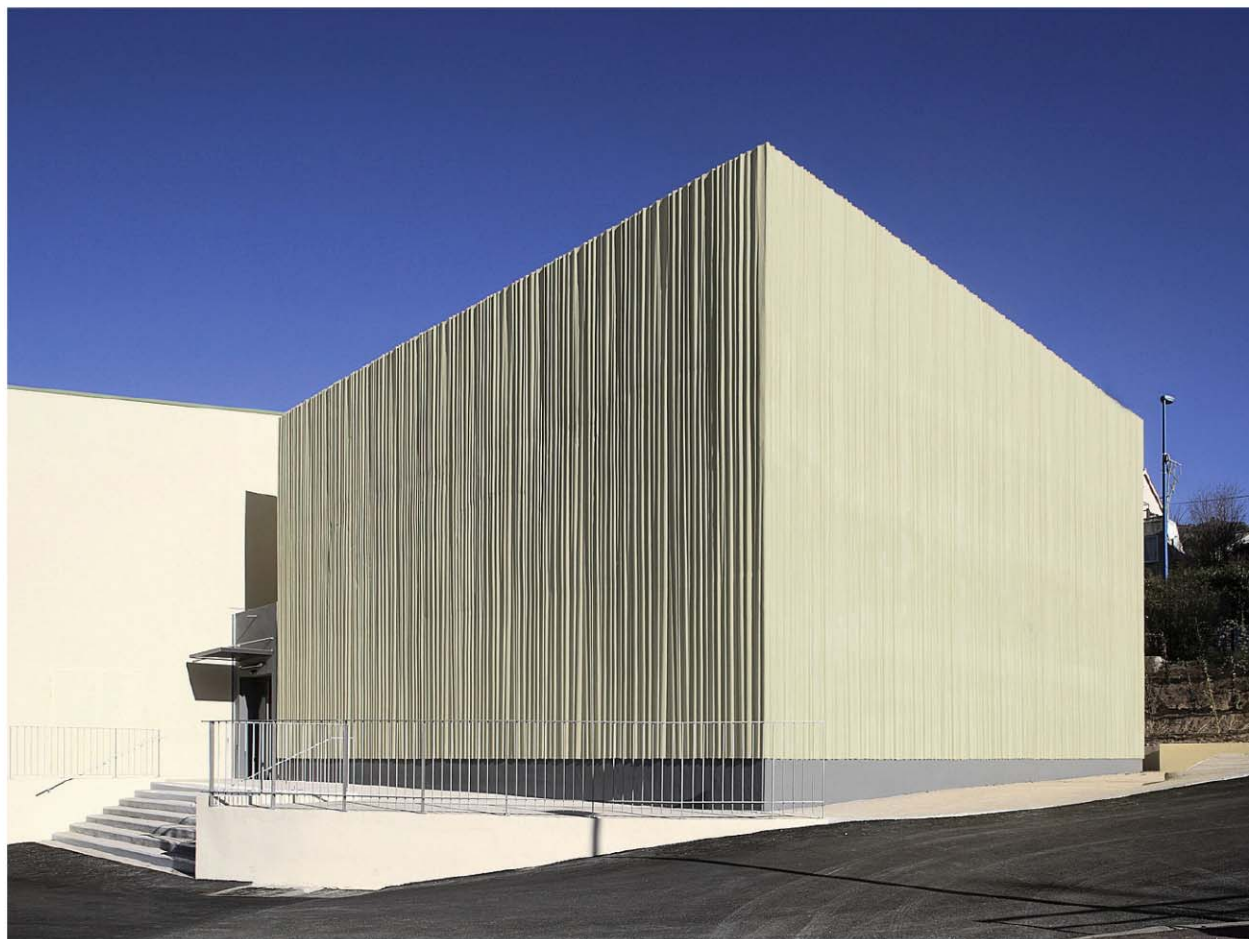
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1220 Little Gap Road • Palmerton, PA 18071 • PH: 610-824-3322 • FAX: 610-824-3777 • [www.apformliner.com](http://www.apformliner.com)



Example image of similar formliner pattern





February 16, 2017

Mr. Chet Belcher / Mr. Mike Sylvester  
City of Olathe  
Public Works Department – Stormwater Management Section  
1385 S. Robinson Street  
Olathe, KS 66061

RE: Christ Community Church Olathe Campus  
Detention Facility  
20600 W. 119<sup>th</sup> Street, Olathe, KS

Dear Mr. Belcher / Mr. Sylvester:

Christ Community Church's rezoning and preliminary development plan request were heard at the January 23, 2017 City of Olathe Planning Commission meeting. The improvements include a building addition and associated parking. As a result of Planning Commission meeting, a stipulation was placed on the project to evaluate the existing detention facility due to an adjacent homeowner's comments at the meeting.

The first addition to the original two story brick church occurred in 2010. This was the first phase of a larger Master Plan. The Master Plan was a full build out of the site and included multiple buildings and additional parking. A detention basin and storm water quality Best Management Practices (BMPs) were constructed with the 2010 Improvements. The detention basin was designed and constructed to accommodate the full build out of the Master Plan and reduced peak runoff from the church site relative to existing conditions in all storm events.

Christ Community Church has chosen to expand their building footprint, parking, and drives, but not follow the Master Plan from 2010. Since the detention basin was sized for more extensive improvements than are currently proposed, the facility has more storage capacity than is required for the existing and proposed improvements. The peak runoff released from the existing detention facility therefore is substantially below the allowable release rate per City code in all storm events. Therefore, no modifications are necessary to the existing detention facility because of the proposed 2017 building addition and site improvements. The existing detention facility will reduce the peak runoff relative to the existing 2010 existing conditions by 43% in a 1yr storm event, 24% in a 10yr storm event, and 22% in a 100yr storm event.

Although no improvements to the detention facility are required, in the spirit of being a good neighbor, Christ Community asked MKEC to evaluate options to further reduce the peak runoff from the existing detention facility. As a result of this evaluation, MKEC proposes to modify the existing detention outlet structure to further reduce the peak flow from the facility. The lower 18" orifice will be reduced to a 15" orifice and the top opening of the outlet structure will be reduced in size by one fifth.

With these proposed modifications, the detention facility will further reduce the peak runoff relative to the existing 2010 existing conditions (57% in a 1yr storm event and 35% in a 10yr storm event). This substantially exceeds City code requirements, which only require the proposed runoff to match existing peak runoff. These modifications will be reflected in the construction documents for the proposed improvements.

Please let me know if you have any questions.

Sincerely,

**MKEC Engineering, Inc.**

A handwritten signature in blue ink, appearing to read "B S Hill".

Brian S. Hill, P.E.  
Senior Project Manager

Cc: SFS Architecture  
11827 W. 112th St., Ste. 200 • Overland Park, KS 66210 • T 913.317.9390 • F 913.317.9385 • MKEC.COM

## COUNCIL AGENDA ITEM

**PW-F**

**Department:** Public Works/City Planning Division **Council Meeting Date:** February 21, 2017

**Staff Contact:** Dan Fernandez, Planner II

**Subject:** Consideration of Ordinance No. 17-14, VAC-16-008, for a vacation of alley at 435 North Kansas Avenue

**Owner:** Merit Properties, L.L.C.

**Applicant:** Phelps Engineering, Harold Phelps

**Key Result Area:** Economic Viability

**Executive Summary:** The following is a request to vacate an alley at 435 N. Kansas Avenue. The alleyway to be vacated is 15.5 feet in width and approximately 275 feet long. The reason for the vacation request is that the property at 435 N. Kansas Ave has an existing detached garage that is partially located in the alley. In order to sell the home, the garage has to be located entirely on the property.

The existing alleyway is partially located over a shared driveway that serves two existing homes (431 and 435 N. Kansas Ave.). The applicant shall record an access easement through Johnson County prior to publishing the ordinance for alley vacation. The access easement will guarantee that both homes have access to the driveway and the applicant has submitted a draft agreement to be recorded with the County

The applicant mailed the required public notification letters to surrounding properties within 200 feet per Unified Development Ordinance (UDO) requirements. Two residents have contacted staff for additional information regarding the proposed vacation. Neither resident indicated opposition or being in favor to the request.

The property is located in the City of Olathe water and sewer service areas. The Public Works Department has reviewed the exhibit for the right-of-way vacation and is recommending a utility easement for a sewer main located at this site. A utility easement shall be submitted and recorded prior publishing the ordinance for alley vacation. The applicant has provided the utility company sign-off sheets as required.

The Planning Commission held a public hearing on January 23, 2017. No one spoke in opposition to the application. The Commission recommended approval of the utility easement vacation by an 6-0 vote as shown on Page 3 of the Planning Commission minutes.

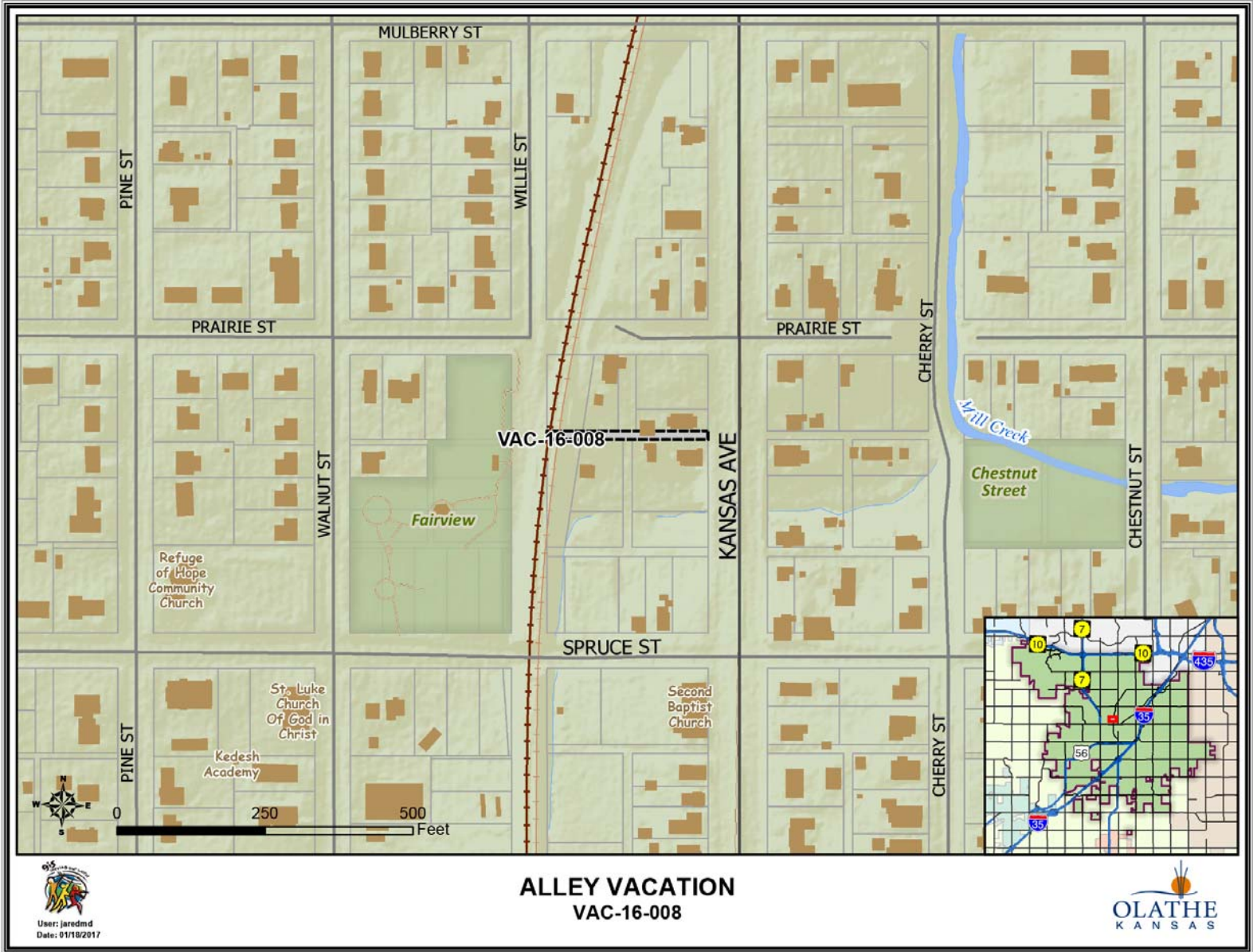
**Fiscal Impact:** None.

### **Recommendations/Options/Action Requested:**

1. Approve Ordinance No. 17- **14** to vacate an alley at 435 North Kansas Avenue
2. Deny (5 positive votes required) Ordinance 17- **14** to vacate an alley for reasons outlined by the City Council.
3. Return the request to vacate an alley to the Planning Commission in order for the Commission to address City Council directives.

**Attachments:** 1. Maps. 2. Planning Commission minutes. 3. Ordinance No. 17-14.



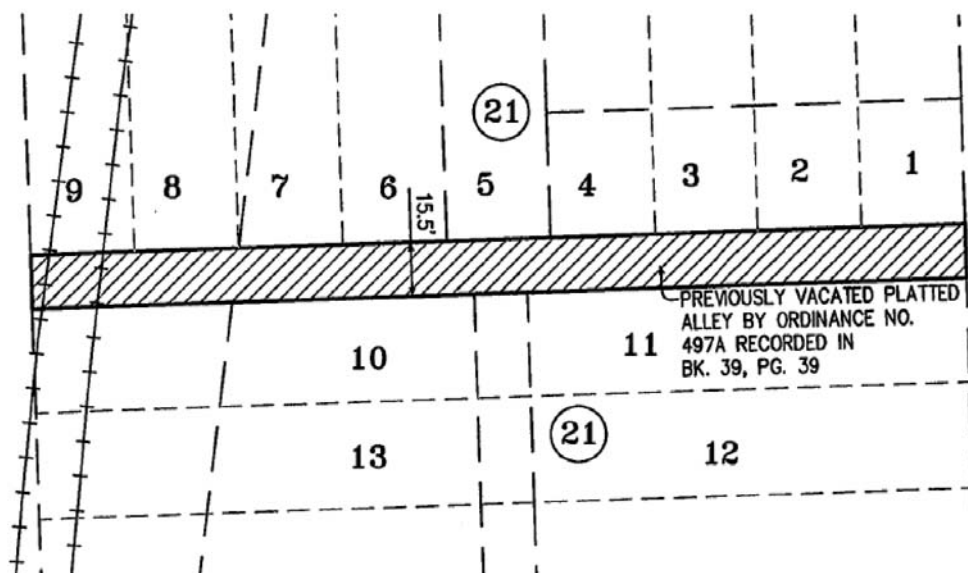




**EXHIBIT "A"**  
**VACATION OF ALLEY**  
**PLATTED 15.50 FOOT ALLEY LYING ADJACENT TO LOTS 1**  
**THRU 11, BLOCK 21, IN ORIGINAL TOWNSITE,**  
**IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS.**

**DESCRIPTION:**

THE NORTH ALLEY IN BLOCK TWENTY-ONE (21) IN THE ORIGINAL TOWNSITE, CITY OF OLATHE, KANSAS, LYING BETWEEN LOTS ONE (1) TO NINE (9) INCLUSIVE AND TEN (10) AND ELEVEN (11), INCLUSIVE, BLOCK TWENTY-ONE (21), ORIGINAL TOWNSITE, OLATHE, KANSAS.



User: jaredmd  
Date: 01/16/2017

ALLEY VACATION  
VACATION OF ALLEY  
LOCATED AT 435 NORTH KANSAS AVE

**VAC-16-008**

ALLEY VACATION EXHIBIT





City of Olathe  
City Planning Division

## MINUTES

### Planning Commission Meeting: January 23, 2017

<b>Application:</b>	<b><u>VAC-16-008:</u> Vacation of alley at 435 North Kansas Avenue</b>
<b>Location:</b>	435 N. Kansas Ave.
<b>Owner:</b>	Merit Properties, L.L.C.
<b>Applicant/ Engineer:</b>	Phelps Engineering, Harold Phelps
<b>Staff Contact:</b>	Dan Fernandez, Planner II

#### 1. Comments:

The following is a request to vacate an alley at 435 N. Kansas Avenue. The alleyway to be vacated is 15.5 feet in width and approximately 275 feet long.

The reason for the vacation request is that the property at 435 N. Kansas Ave has an existing detached garage that is partially located in the alley. In order to sell the home, the garage has to be located entirely on the property.

The existing alleyway is partially located over a shared driveway that serves two existing homes (431 and 435 N. Kansas Ave.). The applicant shall record an access easement through Johnson County prior to publishing the ordinance for alley vacation. The access easement will guarantee that both homes have access to the driveway and the applicant has submitted a draft agreement to be recorded with the County (see attachment).

Per *Section 18.30.160.J.3* of the *Unified Development Ordinance (UDO)*, single-family homes require paved driveways. The existing driveway is currently gravel or deteriorated concrete. The applicant is requesting an exception for new paved driveway since there is no new development proposed and the vacation is being submitted to execute a real estate transaction.

#### 2. Public Notice:

The applicant mailed the required public notification letters to surrounding properties within 200 feet per *Unified Development Ordinance (UDO)* requirements.

Two residents have contacted staff for additional information regarding the proposed vacation. Neither resident indicated opposition or being in favor to the request.

### **3. Utilities:**

The property is located in the City of Olathe water and sewer service areas. The Public Works Department has reviewed the exhibit for the right-of-way vacation and is recommending a utility easement for a sewer main located at this site. A utility easement shall be submitted and recorded prior publishing the ordinance for alley vacation.

The applicant has provided the utility company sign-off sheets as required.

### **4. Staff Recommendation:**

Staff recommends approval of the vacation of the right-of-way (VAC-16-008) as described and shown in the survey exhibit and with the following stipulation:

1. An access easement for the shared driveway shall be signed and recorded prior to publishing the ordinance for alley vacation.
2. A utility easement for sanitary sewer shall be recorded with Johnson County prior to publishing the ordinance for alley vacation.

*Dan Fernandez, Planner II, appeared before the Planning Commission and presented the staff report, as follows:*

Mr. Fernandez: The alleyway proposed to be vacated is 15.5 feet wide by approximately 275 feet long. It goes from Kansas Avenue to the railroad tracks. There is the exhibit; you can see it a little better on the aerial. Kansas is over here, and the railroad tracks. The reason for the vacation request, as you might be able to see, there is a garage located on 435 N. Kansas Avenue that encroaches into that alleyway. In order for a real estate transaction to take place, I believe a loan company is asking that that garage be located entirely on that 435 N. Avenue property.

The alleyway is located on an existing drive between 435 and 431 N. Kansas Avenue. It is being stipulated that an access easement be recorded with the County prior to the City Council meeting, to guarantee access to both of those properties. Also, staff is stipulating that a utility easement be recorded with the County due to a sewer main being located underneath the alleyway.

The applicant did mail the required notification to property owners within 200 feet by certified mail. Staff received a couple of phone calls, more for information. Neither spoke for or against it. Also, our Public Works staff reviewed it and is recommending approval as shown on the exhibit.

Staff is recommending approval of this vacation as stipulated in the staff report and shown on the exhibit. I'd be happy to answer any questions. The applicant is present, as well.

Chairman Vakas: Thank you. Questions for staff? [None.] Thank you. The public hearing is open. Could the applicant step forward?

*Harold Phelps, Phelps Engineering, 1270 North Winchester, appeared before the Planning Commission and made the following comments:*

Mr. Phelps: I am here this evening representing Mr. Tom Simons, the property owner of 435 N. Kansas Avenue. This is a pretty straightforward application. I will state for the record, in 1948, there was actually a vacation of this alley, but in that vacation, they reserved the right to re-open it if they wanted it, or needed to. So, in the last 70 years, that need has not occurred. I believe in the 1970s or 1980s, the garage was built in that "vacated" alley. So, we're asking for a permanent vacation of that alley. We are in agreement with the two stipulations, the dedication of an access easement that would provide access for both property owners at 431 and 435; and, a utility easement to the City of Olathe for a sanitary sewer easement. With that, I'd be happy to answer any questions.

Chairman Vakas: Questions for the applicant? [None.] Thank you, sir. May I have a motion to close the public hearing?

*Motion by Commissioner Corcoran, seconded by Commissioner Freeman, to close the public hearing.*

*Motion was approved unanimously.*

Chairman Vakas: The public hearing is closed. Do we need to discuss this further, commissioners?

Comm. Nelson: I would just like to put this out there. Alleyways are a dying breed in our culture. You don't get them anymore. If this were a thru alleyway, I would be pretty strong against this, because it's unique to the character of historical downtown Olathe. However, since this is an alleyway to nowhere, I think it makes sense to do what we're doing. I just wanted to go on record by saying that this is a unique situation that we're dealing with, and I think it's not necessarily reflecting our perspective on alleyways in the historic part of our city.

Chairman Vakas: I'm nostalgic for a good alley, for sure. That's a good comment. Absolutely.

Comm. Nelson: That being said, I'd be willing to make a motion.

*Motion by Commissioner Nelson, seconded by Commissioner Rinke, to approve VAC-16-008, with the following stipulations:*

1. An access easement for the shared driveway shall be signed and recorded prior to publishing the ordinance for alley vacation.
2. A utility easement for sanitary sewer shall be recorded with Johnson County prior to publishing the ordinance for alley vacation.

*The roll being called, the result was as follows:*

*Aye: Freeman, Nelson, Rinke, Munoz, Corcoran, Vakas (6)*

*No: (0)*

*Motion carried 6-0.*

**ORDINANCE NO. 17-14**

**AN ORDINANCE VACATING AN ALLEY LOCATED ADJACENT TO 435 N KANSAS AVENUE, ORIGINAL TOWNSITE, CITY OF OLATHE, JOHNSON COUNTY, KANSAS.**

**WHEREAS**, Merrit Properties, L.L.C. desires to vacate the alley described below:

The North Alley in Block Twenty-one (21) in the original townsite, City of Olathe, Kansas, lying between lots one (1) to nine (9) inclusive and ten (10) and eleven (11), inclusive, Block Twenty-one (21), original Townsite, Olathe, Kansas.

**WHEREAS**, request for Alley Vacation Application VAC-16-008 was filed with the City of Olathe, Kansas, on the 9<sup>th</sup> day of December 2017; and

**WHEREAS**, proper notice of such alley vacation application was given pursuant of K.S.A. 12-504 and Section 18.40.190 of the Olathe Municipal Code; and

**WHEREAS**, public hearings were held on the 23<sup>rd</sup> day of January 2017, before the Planning Commission of the City of Olathe, Kansas, and

**WHEREAS**, the Governing Body has determined that the alley is not needed by the City.

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

**SECTION ONE:** That the following described alley granted to the City of Olathe, Kansas, by plat of Original Townsite is hereby vacated:

The North Alley in Block Twenty-one (21) in the original townsite, City of Olathe, Kansas, lying between Lots one (1) to nine (9) inclusive and ten (10) and eleven (11), inclusive, Block Twenty-one (21), original Townsite, Olathe, Kansas.

**SECTION TWO:** That the City of Olathe, Kansas, hereby specifically retains and reserves an easement for all utility purposes over the entire portion of the vacated street.

**SECTION THREE:** That the City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk and the Register of Deeds of Johnson County, Kansas.

**SECTION FOUR:** Ownership of this right-of-way being vacated shall revert to the adjacent property owner(s) pursuant to state law.

**SECTION FIVE:** That this Ordinance shall take effect from and after its passage and publication as provided by law.

**PASSED** by the Governing Body this 21<sup>st</sup> day of February 2017.

**SIGNED** by the Mayor this 21<sup>st</sup> day of February 2017.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

## COUNCIL AGENDA ITEM

**PS-A1**

**Department:** Legal; Public Works (Planning)

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Ron Shaver; Aimee Nassif

**Subject:** Report on a request by 167<sup>th</sup> Street Land, L.L.C. for annexation of approximately 186.4± acres owned by the George and Wenzel families located on the west side of Lone Elm Road and the north side of 167<sup>th</sup> Street (ANX-16-003).

**Focus/Perspective Area:** Economic Viability

**Executive Summary:** The City has received a petition for annexation of approximately 186.4± acres located on the west side of Lone Elm Road and the north side of 167<sup>th</sup> Street (ANX-16-003) from 167<sup>th</sup> Street Land, L.L.C. ("167<sup>th</sup> Street Land"). The west parcel (43.7 acres) is owned by Frank H. Wenzel II et al., and the remaining acreage (approximately 142.7 acres) is owned by the Dale R. George and V. Delores George Revocable Trust (collectively, the "Properties"). A survey of the Properties is attached (Attachment A). The Properties are contiguous to the Olathe city limits on its north, south, and east sides.

Draft annexation agreements (Attachments B and C) have been drafted in accordance with K.S.A. 12-534 and the City's annexation policy. These agreements are substantively identical as they will relate to the same development contemplated by 167<sup>th</sup> Street Land on the Properties. The agreements set forth the terms for the voluntary annexation of the Properties. The key points in the draft agreement are as follows:

1. Within 60 days of annexation, 167<sup>th</sup> Street Land will file an application to rezone the Properties to M-2 (General Industrial District). The City will process the application in accordance with the City's zoning regulations and Kansas law.
2. Annexation of the Properties would not imply or grant approval or a recommendation of approval for the rezoning applications.
3. The Properties will be subject to all laws, codes, ordinances, fees, assessments, taxes, and regulations of the City upon annexation, except that a credit for payment of excise tax would be granted in consideration for 167<sup>th</sup> Street Land making required improvements to 167<sup>th</sup> Street.
4. Within 120 days of annexation 167<sup>th</sup> Street Land will submit an application for issuance of industrial revenue bonds and tax abatement in accordance with the City's IRB Policy (Policy F-5) and Kansas law.

The property to be annexed is within the City of Olathe Growth Area, and is shown on the Future Land Use Map as part of an Industrial and Employment Area and Secondary Greenway. The anticipated development project on the Properties would conform with the City's Comprehensive Land Use Plan.

**Fiscal Impact:** To be determined; however, future development of the property will result in an increase in the City's real property tax collections.

**Recommendations/Options/Action Requested:** Accept the report. Unless otherwise directed, staff will place the Ordinances for annexation on the March 7, 2017 City Council agenda for formal consideration.

**Attachments:**  
A: Survey  
B: 167<sup>th</sup> Street Land, L.L.C. and Wenzel Annexation Agreement  
C: 167<sup>th</sup> Street Land, L.L.C. and George Annexation Agreement





## ANNEXATION AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and among **167<sup>th</sup> Street Land, L.L.C.**, a Kansas limited liability company (hereinafter, "167th Street Land"), **Frank H. Wenzel II/William Wenzel** (hereinafter "Landowner"), and the **City of Olathe**, Johnson County, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (hereinafter, "City") (collectively, the "Parties", and each, individually, a "Party").

**WHEREAS**, Landowners is the owner of record of certain land situated in Johnson County, Kansas, being more particularly described on **Exhibit A**, which is attached hereto and made a part of this Agreement (the "Property"); and

**WHEREAS**, the Property is located adjacent to the city limits of the City and within the City's future annexation plan, but is not otherwise situated within the limits of any other municipality; and

**WHEREAS**, 167TH STREET LAND desires to acquire the Property from Landowners and further desires to develop the Property, which may include commercial, office, manufacturing, warehouse/distribution, business park, and other appropriate purposes approved by the City, and further desires to submit to the City applications for the issuance of industrial revenue bonds and real property tax abatement, rezoning, site plans and other documents for these purposes; and

**WHEREAS**, City desires to annex the Property and to ensure that the development of the Property and adjacent City land uses are compatible with surrounding land uses; and that, subject to the provisions of this Agreement, adequate public facilities exist concurrent with the impact of such development; and that development of the Property will be consistent with the City's Comprehensive Plan; and

**WHEREAS**, subject to and in accordance with the provisions of this Agreement, including all of the conditions herein contained, Landowners and 167TH STREET LAND consent to having the Property be annexed into the City and acknowledge that adequate public services must be available at the time the development is being constructed and occupied for use; and

**WHEREAS**, this annexation is anticipated to provide significant benefits to the City that might otherwise be unattainable, including contributions by 167TH STREET LAND toward the City's road, water, and sanitary sewer infrastructure network, providing a buffer between residential land uses and heavy commercial industrial uses, increasing the vitality of the City's economy, and expanding the local tax base; and

**WHEREAS**, the City, Landowners, and 167TH STREET LAND, pursuant to K.S.A. 12-534, desire to enter into an agreement to set the conditions of annexation of the Property prior to the act of annexation; and

**WHEREAS**, this Agreement sets forth the understandings and agreements of annexation between the Parties hereto, which are in accord with the annexation policy of the City; and

**NOW, THEREFORE**, the parties hereto agree to the annexation of the Property, subject to the following terms and conditions:

1. **Acknowledgement.** The above recitals are true and correct, are incorporated in this Agreement by reference thereto, and form a material part of this Agreement upon which the Parties have relied, including, but not limited to the assertions that the Landowners owns the Property, 167TH STREET LAND intends to acquire and develop the Property, and that the respective Parties are each empowered to enter into this Agreement and make binding commitments.
2. **Project Approvals.** The City understands that 167TH STREET LAND intends to submit application(s) for issuance of industrial revenue bonds and property tax abatement, rezoning, preliminary and final site development plan, re-platting, and related permits/applications for the Property, or a portion thereof, and any changes to the Comprehensive Plan, to be developed for commercial, office, manufacturing, warehouse/distribution, business park, and other appropriate purposes consistent with the City's adopted design guidelines, all subject to the terms and conditions to be agreed upon during the application process (collectively, "Project Approvals").
3. **City Authority.** Landowners and 167TH STREET LAND acknowledge that the annexation and zoning of the Property are subject to the plenary legislative and quasi-judicial discretion of the governing body of the City. No assurances of annexation or zoning have been made or relied upon by the Landowners or 167TH STREET LAND, and this Agreement shall in no way inhibit or affect the ability of the City or its officials from properly performing their legislative and quasi-judicial functions, including but not limited to, the outright denial of the annexation petition described in Paragraph 4, below, or the rezoning application described in Paragraph 7, below.
4. **Petition.** In accordance with K.S.A. 12-520 (a)(7), because the Property adjoins the City and Landowners desires to voluntarily annex the Property into the City, Landowners will file a written petition for annexation of the Property with the City, on a form substantially similar to **Exhibit B** (attached hereto and incorporated herein by reference). 167TH STREET LAND agrees to prepare, at 167TH STREET LAND's sole expense, all materials necessary for the annexation, including, without limitation, the annexation petition, associated legal description, and associated map for annexation.
5. **Annexation Procedure.** The City agrees to take any and all appropriate actions, at City's expense, as are required by the annexation laws of the state of Kansas applicable to annexing cities which are necessary with respect to the subject annexation petition, including, but not limited to, the publication of all required notices and the holding of all required hearings regarding the same.

6. **Zoning of the Property.** Within sixty (60) days after the effective date of annexation of the Property, 167TH STREET LAND shall submit an application for rezoning to M-2 (General Industrial District). The City agrees not to rezone any of the Property to a zoning district not described in this paragraph without the written permission of 167TH STREET LAND and Landowners during the term of this Agreement. Such rezoning application will include all necessary and proper documentation and support data and analysis and comply with all rezoning and platting procedures set forth in the City's land development regulations, including, but not limited to, the City's Unified Development Ordinance and applications for any and all other land use development approvals, orders and permits.

Landowners and 167TH STREET LAND acknowledge and agree that the City shall not be responsible for any fees, costs, or expenses of any kind whatsoever resulting to 167TH STREET LAND or Landowners if the zoning and land use applications are denied by the City in accordance with the provisions of the City's land development regulations and Kansas law.

7. **Comprehensive Plan & Development Standards.** The Landowners and 167TH STREET LAND acknowledge 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. Landowners and 167TH STREET LAND acknowledge that the proposed development 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. Landowners and 167TH STREET LAND further acknowledge 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, Landowners and 167TH STREET LAND acknowledge 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.
8. **City Services.** Upon annexation, the Property shall utilize all applicable City services except as otherwise provided herein, unless de-annexed. The owner of the Property shall strongly consider use of City solid waste and recycling services to serve the Property but shall not be required to use such City services (at such owner's sole discretion).
9. **Applicable City Laws & Regulations.** Upon annexation (unless de-annexed) the Property shall be subject to all laws, codes, ordinances, fees, assessments, taxes, usage

charges, rules, policies and regulations of the City, now existing or as may hereinafter be amended, enacted, and/or enforced, as applicable to all other property presently situated within the corporate limits of the City, and nothing herein shall be interpreted to limit the enforceability or application of such, except as provided herein. The anticipated fees, assessments and taxes applicable to the Property are specified as follows:

- A. Park Excise Tax of \$0.07 per square foot of gross floor area – payable upon building permit issuance.
  - B. Intermediate Traffic Signal Excise Tax of \$0.0098 per square foot of platted land – payable upon plat recording.
  - C. Transportation Improvement (Street Excise) Tax of \$0.215 per square foot of platted land - payable upon plat recording.
  - D. Sanitary Sewer System Development Fee of \$\_\_\_\_\_ (determined by water meter size), payable upon building permit issuance.
  - E. Building Permit fees of \$0.24 per square foot of building area.
  - F. Plan Review fees – 30% of building permit fees per building.
  - G. Stormwater Permit fee - \$170.00 per acre of disturbed land.
10. **Stormwater Management.** The Parties agree and acknowledge that upon annexation (unless de-annexed) the Property shall be subject to the provisions of Title 17 of the Olathe Municipal Code, any amendments thereto, relating to stormwater management and the development or improvement of lands within a designated stream or stream corridor but only to the extent the Property would be subject thereto by the terms of said Title 17.
11. **Off-Site Improvements.** 167TH STREET LAND will be responsible for construction of or contribution to the construction of off-site improvements required for the Property. Construction of improvements or contribution responsibility (including dedication of right-of-way for street purposes) is to be determined during the Project Approvals process. Specific Off-Site Improvements are addressed as follows:
- A. 167<sup>th</sup> Street Improvements. Any improvements required on 167th Street west of Lone Elm Road, will comply with the requirements of Section 18.30.220 of the Olathe Unified Development Ordinance and all applicable technical specifications as determined during the Project Approvals process.
  - B. Sanitary Sewer Improvements. Any improvements required to extend sanitary sewers to the Property, including acquisition of any necessary easements related to such improvements, will be extended by 167TH STREET LAND (and dedicated to the City), the scope and route of which to be determined during the Project Approvals process.
  - C. Water Improvements. The Parties acknowledge that the Property is within the water service territory of Johnson County Water District No. 1 (“WaterOne”), and that 167TH STREET LAND will coordinate extension of water service to the Property with WaterOne.



D. Off – Site Improvements. If 167TH STREET LAND should be required by the City to construct or contribute to the construction of off-site (off-Property) improvements (including, but not limited to, the aforementioned 167<sup>th</sup> Street Improvements), the costs of such construction or contribution shall be credited against the tax, fee or assessment applicable to the Property or to a project developed on the Property so long as such improvements are eligible for a credit in accordance with Section 3.35.060 (c) of the Olathe Municipal Code. The Parties acknowledge that the City has designated 167<sup>th</sup> Street as a Main Trafficway in Section 10.10.010 of the Olathe Municipal Code.

**12. Industrial Revenue Bonds & Tax Abatement.** Within one hundred twenty (120) days of the effective date of annexation of the Property, 167TH STREET LAND may submit, and the City agrees to consider upon submission, an application for issuance of industrial revenue bonds and tax abatement, in one or more series, to finance a qualifying project or projects on the Property in accordance with Kansas law and the City's Industrial Revenue Bond and Tax Abatement Policy, Policy F-5. 167TH STREET LAND 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 by issuance of the City's industrial revenue bonds, and agrees further to pay any and all applicable fees related to the issuance of the City's industrial revenue bonds, including but not limited to, the City's application, issuance, and reasonable bond counsel fees.

Adoption of a Resolution of Intent by the Governing Body of the City which expresses the City's intent to issue industrial revenue bonds and grant a real property tax abatement for the project to be constructed on the Property in accordance with 167TH STREET LAND's development plan for the Property shall be deemed a "Project Approval" for the purposes of Paragraph 2 (Project Approvals).

The Parties hereby acknowledge that as of the effective date of this Agreement the proposed land use for the Property is eligible for property tax abatement under Kansas law, and, under Council Policy F-5, the Property is within the primary location in which the City will consider providing property tax abatements for qualifying warehouse distribution and logistics-type development projects.

**13. Annexation Ordinance.** This Agreement is expressly contingent on the passage of annexation ordinances covering all of the Property by the City's governing body and conformance with Kansas annexation laws. The City will not undertake annexation of only a portion of the Property. If for any reason annexation ordinances covering the Property are not passed by the City's governing body within forty-five (45) days following the filing of the petition for annexation pursuant to Paragraph 4 above, any annexation application for the Property shall be considered withdrawn and this Agreement shall be terminated and shall be of no force and effect thereafter except for those provisions which by their terms survive termination. If the City does not annex all

of the Property, no party will be liable to any other for any costs that the other party has incurred in the negotiation of this Agreement, or in any other matter related to the potential annexation of the Property and this provision shall survive termination of this Agreement. This Agreement is intended to be recorded, by the City, in the land records of Johnson County, Kansas at 167TH STREET LAND's expense, but not until after the passage of the annexation ordinance and the acquisition by 167TH STREET LAND of the Property.

14. **Automatic Termination.** The parties acknowledge that this Agreement is being entered into by Landowners and 167TH STREET LAND with the expectation that the Landowners will sell and 167TH STREET LAND will purchase the Property pursuant to their separate Contract. Except for those provisions which by their terms survive termination of this Agreement, in the event that anticipated transaction does not close for any reason, then this Agreement shall be deemed to automatically terminate and shall be of no further force or effect.
15. **Cooperation.** The Parties agree that the development of the Property is in the best interests of all Parties and requires their ongoing cooperation. 167TH STREET LAND hereby states and agrees to fully comply with all City requirements and to assist the City to the fullest extent possible. The City hereby states its intent to cooperate with the Landowners and 167TH STREET LAND in the resolution of mutual problems and its willingness to facilitate the development of the Property as contemplated by the provisions of this 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 Landowner's or 167TH STREET LAND's requests and/or desires pertaining to any of the Project Approvals.
16. **Entire Agreement.** This Agreement reflects an understanding between the Parties concerning the major points of development of the Property after annexation (unless de-annexed). Any prior negotiations, comments, plans or understandings not expressly set forth herein are of no further force and effect to the extent they may be inconsistent with the terms hereof. However, it is intended and expected that additional details will be addressed from time to time as part of the ordinary development review and permitting processes. This Agreement is not intended to modify, limit or restrict the ordinary review authority of the City and its staff, commissions, committees, and/or governing body to impose conditions on, or deny, certain aspects of the proposed development of the Property as deemed appropriate in the City's sole discretion.
17. **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 designates, representatives, successors and/or assigns.



18. **Authority; Successors & Assigns.** Each Party hereby stipulates that it is duly authorized to enter into this Agreement and be bound by the terms and conditions set forth herein. The terms of this Agreement shall be binding upon the successors and assigns and legal representatives of the Parties hereto. However, neither Landowners nor 167TH STREET LAND may assign this Agreement to an entity not a party hereto without the prior written consent of the City, which consent shall not be unreasonably withheld; provided no consent shall be necessary if such assignee is an affiliate of Landowners or 167TH STREET LAND in which Landowners or 167TH STREET LAND or its principals own or control at least 50% of such assignee.
19. **Exhibits.** The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement.
20. **Breach & Enforcement.** The Parties agree and hereby stipulate that any Party may, by civil action, mandamus, injunction, specific performance, or other proceedings, enforce and compel performance of this Agreement, or declare this Agreement null and void, in addition to other remedies available. Upon breach by Landowners or 167TH STREET LAND, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the Property.
21. **Applicable Law.** The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement. In any action to enforce or interpret the terms of this Agreement, venue shall be in Johnson County, Kansas.
22. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party to the Agreement or substantially increase the burden of any Party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.
23. **Compliance with Applicable Laws.** If State or Federal laws 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 shall 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.
24. **Mutual Assent.** This Agreement is the result of bona fide arms' length negotiations between the Parties and the Parties contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one Party than against any other Party.

25. **Waivers.** No waiver by either Party of any term or condition of this Agreement shall be deemed to be or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.
26. **Amendments.** This Agreement may not be amended, changed or modified, and material provisions hereunder may not be waived, except by a written document approved and executed by all Parties.
27. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the above parties have signed as of the date written above.

**CITY OF OLATHE, KANSAS**

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

\_\_\_\_\_  
David F. Bryant, III, City Clerk

(SEAL)

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF JOHNSON    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **MICHAEL E. COPELAND**, Mayor of the City of Olathe, Kansas, and **DAVID F. BRYANT, III**, Deputy City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

**LANDOWNER**

Frank H. Wenzel II / William Wenzel

By: _____	By: _____
Name: <u>Frank H. Wenzel II</u>	Name: <u>William Wenzel</u>
Title: _____	Title: _____

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF JOHNSON    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Frank H. Wenzel, II and William Wenzel, who are personally known to me to be the same persons who executed the foregoing instrument of writing on behalf of the Landowner of the aforementioned Property and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

**167<sup>TH</sup> STREET LAND**

167<sup>th</sup> Street Land, LLC a Kansas Limited Liability Company

By: \_\_\_\_\_

Name: Kasey Graham

Title: Manager

**ACKNOWLEDGMENT**

STATE OF KANSAS)

) ss:

COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 before me, the undersigned, a Notary Public in the jurisdiction aforesaid, came Kasey Graham, Manager of 167th Street Land 167, L.L.C., a Missouri limited liability company, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

**EXHIBIT A**

**Property Legal Description & Map**

**EXHIBIT B**  
**PETITION FOR ANNEXATION**  
**(FORM)**

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

Frank H. Wenzel II and William Wenzel the undersigned, respectfully states:

1. That I am the record owner(s) of the following described land located in Johnson County, Kansas:  
See attached Exhibit 1
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 I respectfully request that such land be annexed and incorporated to the City of Olathe, Kansas, and do hereby consent to such annexation.

\_\_\_\_\_  
Name: Frank H. Wenzel II  
6569 High Drive  
Mission Hills, KS 66208  
913-488-4811

\_\_\_\_\_  
Name: William Wenzel

**CERTIFICATION**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

SS.

\_\_\_\_\_ 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.

\_\_\_\_\_  
\_\_\_\_\_  
Subscribed to and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Appointment expires:



## ANNEXATION AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and among **167<sup>th</sup> Street Land, LLC**, a Kansas limited liability company (hereinafter, "167<sup>TH</sup> STREET LAND"), **Dale R. George and Vereta Delores George, Trustees of the Dale R. George Revocable Trust dated June 18, 1999 and Vereta Delores George and Dale R. George, Trustees of the Vereta Delores George Revocable Trust dated June 18, 1999** (hereinafter "LANDOWNER"), and the **City of Olathe**, Johnson County, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (hereinafter, "City") (collectively, the "Parties", and each, individually, a "Party").

**WHEREAS**, LANDOWNER is the owner of record of certain land situated in Johnson County, Kansas, being more particularly described on **Exhibit A**, which is attached hereto and made a part of this Agreement (the "Property"); and

**WHEREAS**, the Property is located adjacent to the city limits of the City and within the City's future annexation plan, but is not otherwise situated within the limits of any other municipality; and

**WHEREAS**, 167TH STREET LAND desires to acquire the Property from LANDOWNER and further desires to develop the Property, which may include commercial, office, manufacturing, warehouse/distribution, business park, and other appropriate purposes approved by the City, and further desires to submit to the City applications for the issuance of industrial revenue bonds and real property tax abatement, rezoning, site plans and other documents for these purposes; and

**WHEREAS**, City desires to annex the Property and to ensure that the development of the Property and adjacent City land uses are compatible with surrounding land uses; and that, subject to the provisions of this Agreement, adequate public facilities exist concurrent with the impact of such development; and that development of the Property will be consistent with the City's Comprehensive Plan; and

**WHEREAS**, subject to and in accordance with the provisions of this Agreement, including all of the conditions herein contained, LANDOWNER and 167TH STREET LAND consent to having the Property be annexed into the City and acknowledge that adequate public services must be available at the time the development is being constructed and occupied for use; and

**WHEREAS**, this annexation is anticipated to provide significant benefits to the City that might otherwise be unattainable, including contributions by 167TH STREET LAND toward the City's road, water, and sanitary sewer infrastructure network, providing a buffer between residential land uses and heavy commercial industrial uses, increasing the vitality of the City's economy, and expanding the local tax base; and

**WHEREAS**, the City, LANDOWNER, and 167TH STREET LAND, pursuant to K.S.A. 12-534, desire to enter into an agreement to set the conditions of annexation of the Property prior to the act of annexation; and

**WHEREAS**, this Agreement sets forth the understandings and agreements of annexation between the Parties hereto, which are in accord with the annexation policy of the City; and

**NOW, THEREFORE**, the parties hereto agree to the annexation of the Property, subject to the following terms and conditions:

1. **Acknowledgement.** The above recitals are true and correct, are incorporated in this Agreement by reference thereto, and form a material part of this Agreement upon which the Parties have relied, including, but not limited to the assertions that the LANDOWNER owns the Property, 167TH STREET LAND intends to acquire and develop the Property, and that the respective Parties are each empowered to enter into this Agreement and make binding commitments.
2. **Project Approvals.** The City understands that 167TH STREET LAND intends to submit application(s) for issuance of industrial revenue bonds and property tax abatement, rezoning, preliminary and final site development plan, re-platting, and related permits/applications for the Property, or a portion thereof, and any changes to the Comprehensive Plan, to be developed for commercial, office, manufacturing, warehouse/distribution, business park, and other appropriate purposes consistent with the City's adopted design guidelines, all subject to the terms and conditions to be agreed upon during the application process (collectively, "Project Approvals").
3. **City Authority.** LANDOWNER and 167TH STREET LAND acknowledge that the annexation and zoning of the Property are subject to the plenary legislative and quasi-judicial discretion of the governing body of the City. No assurances of annexation or zoning have been made or relied upon by the LANDOWNER or 167TH STREET LAND, and this Agreement shall in no way inhibit or affect the ability of the City or its officials from properly performing their legislative and quasi-judicial functions, including but not limited to, the outright denial of the annexation petition described in Paragraph 4, below, or the rezoning application described in Paragraph 7, below.
4. **Petition.** In accordance with K.S.A. 12-520 (a)(7), because the Property adjoins the City and LANDOWNER desires to voluntarily annex the Property into the City, LANDOWNER will file a written petition for annexation of the Property with the City, on a form substantially similar to **Exhibit B** (attached hereto and incorporated herein by reference). 167TH STREET LAND agrees to prepare, at 167TH STREET LAND's sole expense, all materials necessary for the annexation, including, without limitation, the annexation petition, associated legal description, and associated map for annexation.
5. **Annexation Procedure.** The City agrees to take any and all appropriate actions, at City's expense, as are required by the annexation laws of the state of Kansas applicable to annexing cities which are necessary with respect to the subject annexation petition,

including, but not limited to, the publication of all required notices and the holding of all required hearings regarding the same.

6. **Zoning of the Property.** Within sixty (60) days after the effective date of annexation of the Property, 167TH STREET LAND shall submit an application for rezoning to M-2 (General Industrial District). The City agrees not to rezone any of the Property to a zoning district not described in this paragraph without the written permission of 167TH STREET LAND and LANDOWNER during the term of this Agreement. Such rezoning application will include all necessary and proper documentation and support data and analysis and comply with all rezoning and platting procedures set forth in the City's land development regulations, including, but not limited to, the City's Unified Development Ordinance and applications for any and all other land use development approvals, orders and permits.

LANDOWNER and 167TH STREET LAND acknowledge and agree that the City shall not be responsible for any fees, costs, or expenses of any kind whatsoever resulting to 167TH STREET LAND or LANDOWNER if the zoning and land use applications are denied by the City in accordance with the provisions of the City's land development regulations and Kansas law.

7. **Comprehensive Plan & Development Standards.** The LANDOWNER and 167TH STREET LAND acknowledge 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. LANDOWNER and 167TH STREET LAND acknowledge that the proposed development 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. LANDOWNER and 167TH STREET LAND further acknowledge 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, LANDOWNER and 167TH STREET LAND acknowledge 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.
8. **City Services.** Upon annexation, the Property shall utilize all applicable City services except as otherwise provided herein, unless de-annexed. The owner of the Property shall strongly consider use of City solid waste and recycling services to serve the Property but shall not be required to use such City services (at such owner's sole discretion).

9. **Applicable City Laws & Regulations.** Upon annexation (unless de-annexed) the Property shall be subject to all laws, codes, ordinances, fees, assessments, taxes, usage charges, rules, policies and regulations of the City, now existing or as may hereinafter be amended, enacted, and/or enforced, as applicable to all other property presently situated within the corporate limits of the City, and nothing herein shall be interpreted to limit the enforceability or application of such, except as provided herein. The anticipated fees, assessments and taxes applicable to the Property are specified as follows:
- A. Park Excise Tax of \$0.07 per square foot of gross floor area – payable upon building permit issuance.
  - B. Intermediate Traffic Signal Excise Tax of \$0.0098 per square foot of platted land – payable upon plat recording.
  - C. Transportation Improvement (Street Excise) Tax of \$0.215 per square foot of platted land - payable upon plat recording.
  - D. Sanitary Sewer System Development Fee of \$\_\_\_\_\_ (determined by water meter size), payable upon building permit issuance.
  - E. Building Permit fees of \$0.24 per square foot of building area.
  - F. Plan Review fees – 30% of building permit fees per building.
  - G. Stormwater Permit fee - \$170.00 per acre of disturbed land.
10. **Stormwater Management.** The Parties agree and acknowledge that upon annexation (unless de-annexed) the Property shall be subject to the provisions of Title 17 of the Olathe Municipal Code, any amendments thereto, relating to stormwater management and the development or improvement of lands within a designated stream or stream corridor but only to the extent the Property would be subject thereto by the terms of said Title 17.
11. **Off-Site Improvements.** 167TH STREET LAND will be responsible for construction of or contribution to the construction of off-site improvements required for the Property. Construction of improvements or contribution responsibility (including dedication of right-of-way for street purposes) is to be determined during the Project Approvals process. Specific Off-Site Improvements are addressed as follows:
- A. 167<sup>th</sup> Street Improvements. Any improvements required on 167th Street west of Lone Elm Road, will comply with the requirements of Section 18.30.220 of the Olathe Unified Development Ordinance and all applicable technical specifications as determined during the Project Approvals process.
  - B. Sanitary Sewer Improvements. Any improvements required to extend sanitary sewers to the Property, including acquisition of any necessary easements related to such improvements, will be extended by 167TH STREET LAND (and dedicated to the City), the scope and route of which to be determined during the Project Approvals process.
  - C. Water Improvements. The Parties acknowledge that the Property is within the water service territory of Johnson County Water District No. 1 (“WaterOne”), and

that 167TH STREET LAND will coordinate extension of water service to the Property with WaterOne.

- D. Off – Site Improvements. If 167TH STREET LAND should be required by the City to construct or contribute to the construction of off-site (off-Property) improvements (including, but not limited to, the aforementioned 167<sup>th</sup> Street Improvements), the costs of such construction or contribution shall be credited against the tax, fee or assessment applicable to the Property or to a project developed on the Property so long as such improvements are eligible for a credit in accordance with Section 3.35.060 (c) of the Olathe Municipal Code. The Parties acknowledge that the City has designated 167<sup>th</sup> Street as a Main Trafficway in Section 10.10.010 of the Olathe Municipal Code.

12. **Industrial Revenue Bonds & Tax Abatement.** Within one hundred twenty (120) days of the effective date of annexation of the Property, 167TH STREET LAND may submit, and the City agrees to consider upon submission, an application for issuance of industrial revenue bonds and tax abatement, in one or more series, to finance a qualifying project or projects on the Property in accordance with Kansas law and the City's Industrial Revenue Bond and Tax Abatement Policy, Policy F-5. 167TH STREET LAND 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 by issuance of the City's industrial revenue bonds, and agrees further to pay any and all applicable fees related to the issuance of the City's industrial revenue bonds, including but not limited to, the City's application, issuance, and reasonable bond counsel fees.

Adoption of a Resolution of Intent by the Governing Body of the City which expresses the City's intent to issue industrial revenue bonds and grant a real property tax abatement for the project to be constructed on the Property in accordance with 167TH STREET LAND's development plan for the Property shall be deemed a "Project Approval" for the purposes of Paragraph 2 (Project Approvals).

The Parties hereby acknowledge that as of the effective date of this Agreement the proposed land use for the Property is eligible for property tax abatement under Kansas law, and, under Council Policy F-5, the Property is within the primary location in which the City will consider providing property tax abatements for qualifying warehouse distribution and logistics-type development projects.

13. **Annexation Ordinance.** This Agreement is expressly contingent on the passage of annexation ordinances covering all of the Property by the City's governing body and conformance with Kansas annexation laws. The City will not undertake annexation of only a portion of the Property. If for any reason annexation ordinances covering the Property are not passed by the City's governing body within forty-five (45) days following the filing of the petition for annexation pursuant to Paragraph 4 above, any annexation application for the Property shall be considered withdrawn and this Agreement shall be terminated and shall be of no force and effect thereafter except for those provisions which by their terms survive termination. If the City does not annex all

of the Property, no party will be liable to any other for any costs that the other party has incurred in the negotiation of this Agreement, or in any other matter related to the potential annexation of the Property and this provision shall survive termination of this Agreement. This Agreement is intended to be recorded, by the City, in the land records of Johnson County, Kansas at 167TH STREET LAND's expense, but not until after the passage of the annexation ordinance and the acquisition by 167TH STREET LAND of the Property.

14. **Automatic Termination.** The parties acknowledge that this Agreement is being entered into by LANDOWNER and 167TH STREET LAND with the expectation that the LANDOWNER will sell and 167TH STREET LAND will purchase the Property pursuant to their separate Contract. Except for those provisions which by their terms survive termination of this Agreement, in the event that anticipated transaction does not close for any reason, then this Agreement shall be deemed to automatically terminate and shall be of no further force or effect.
15. **Cooperation.** The Parties agree that the development of the Property is in the best interests of all Parties and requires their ongoing cooperation. 167TH STREET LAND hereby states and agrees to fully comply with all City requirements and to assist the City to the fullest extent possible. The City hereby states its intent to cooperate with the LANDOWNER and 167TH STREET LAND in the resolution of mutual problems and its willingness to facilitate the development of the Property as contemplated by the provisions of this 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 LANDOWNER's or 167TH STREET LAND's requests and/or desires pertaining to any of the Project Approvals.
16. **Entire Agreement.** This Agreement reflects an understanding between the Parties concerning the major points of development of the Property after annexation (unless de-annexed). Any prior negotiations, comments, plans or understandings not expressly set forth herein are of no further force and effect to the extent they may be inconsistent with the terms hereof. However, it is intended and expected that additional details will be addressed from time to time as part of the ordinary development review and permitting processes. This Agreement is not intended to modify, limit or restrict the ordinary review authority of the City and its staff, commissions, committees, and/or governing body to impose conditions on, or deny, certain aspects of the proposed development of the Property as deemed appropriate in the City's sole discretion.
17. **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 designates, representatives, successors and/or assigns.

18. **Authority; Successors & Assigns.** Each Party hereby stipulates that it is duly authorized to enter into this Agreement and be bound by the terms and conditions set forth herein. The terms of this Agreement shall be binding upon the successors and assigns and legal representatives of the Parties hereto. However, neither LANDOWNER nor 167TH STREET LAND may assign this Agreement to an entity not a party hereto without the prior written consent of the City, which consent shall not be unreasonably withheld; provided no consent shall be necessary if such assignee is an affiliate of LANDOWNER or 167TH STREET LAND in which LANDOWNER or 167TH STREET LAND or its principals own or control at least 50% of such assignee.
19. **Exhibits.** The exhibits to this Agreement are hereby incorporated into this Agreement and are an integral part of this Agreement.
20. **Breach & Enforcement.** The Parties agree and hereby stipulate that any Party may, by civil action, mandamus, injunction, specific performance, or other proceedings, enforce and compel performance of this Agreement, or declare this Agreement null and void, in addition to other remedies available. Upon breach by LANDOWNER or 167TH STREET LAND, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the Property.
21. **Applicable Law.** The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement. In any action to enforce or interpret the terms of this Agreement, venue shall be in Johnson County, Kansas.
22. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party to the Agreement or substantially increase the burden of any Party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.
23. **Compliance with Applicable Laws.** If State or Federal laws 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 shall 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.
24. **Mutual Assent.** This Agreement is the result of bona fide arms' length negotiations between the Parties and the Parties contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one Party than against any other Party.



25. **Waivers.** No waiver by either Party of any term or condition of this Agreement shall be deemed to be or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.
26. **Amendments.** This Agreement may not be amended, changed or modified, and material provisions hereunder may not be waived, except by a written document approved and executed by all Parties.
27. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the above parties have signed as of the date written above.

**CITY OF OLATHE, KANSAS**

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

\_\_\_\_\_  
David F. Bryant, III, Deputy City Clerk

(SEAL)

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **MICHAEL E. COPELAND**, Mayor of the City of Olathe, Kansas, and **DAVID F. BRYANT, III**, Deputy City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

**LANDOWNER**

Dale R. George and Vereta Delores George, Trustees of the Dale R. George Revocable Trust dated June 18, 1999

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: Dale R. George	Name: Vereta Delores George
Title: Trustee of Dale R. George	Title: Trustee of Dale R. George
Revocable Trust dated June 18, 1999	Revocable Trust dated June 18, 1999

Vereta Delores George and Dale R. George, Trustees of the Vereta Delores George Revocable Trust dated June 18, 1999

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: Vereta Delores George	Name: Dale R. George
Title: Trustee of Vereta Delores George	Title: Trustee of Vereta Delores George
Revocable Trust dated June 18, 1999	Revocable Trust dated June 18, 1999

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dale R. George and Vereta Delores George, personally known to me to be the same persons who executed the foregoing instrument of writing on behalf of the Landowner of the aforementioned Property and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

**167TH STREET LAND**

167th Street Land, LLC,  
a Kansas Limited Liability Company

By: \_\_\_\_\_  
Name: Kasey Graham  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF JOHNSON    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 before me, the undersigned, a Notary Public in the jurisdiction aforesaid, came Kasey Graham, Manager of 167th Street Land, LLC, a Kansas limited liability company, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

## **EXHIBIT A**

### **Property Legal Description & Map**

#### **Johnson County Parcel IDs:**

**6F231415-2007**

**6F231415-3001**

**6F231415-3006**

**EXHIBIT B**  
**PETITION FOR ANNEXATION**  
**(FORM)**

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

Dale R George, Revocable Trust and Delores V. George, Revocable Trust, the undersigned, respectfully states:

1. That I am the record owner(s) of the following described land located in Johnson County, Kansas:  
See attached Exhibit 1
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 I respectfully request that such land be annexed and incorporated to the City of Olathe, Kansas, and do hereby consent to such annexation.

\_\_\_\_\_  
Name: Dale R. George  
15990 S. Lone Elm Road  
Olathe, KS 66062  
913-782-3800

\_\_\_\_\_  
Name: Delores V. George

**CERTIFICATION**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

SS.

\_\_\_\_\_ 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.

\_\_\_\_\_  
\_\_\_\_\_  
Subscribed to and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Appointment expires:

## COUNCIL AGENDA ITEM

**PS-A2**

**Department:** Public Works

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Mary Jaeger/Celia Duran

**Subject:** Report on proposed improvements for the 159<sup>th</sup> Street and Black Bob Road Improvements Project, PN 3-C-006-16.

**Focus/Perspective Area:** Transportation

**Executive Summary:**

The 159<sup>th</sup> Street and Black Bob Road Improvements Project is in place to evaluate various geometric options for the intersection of 159<sup>th</sup> Street and Black Bob Road.

The City of Olathe retained Affinis Corp to obtain traffic counts, evaluate options, and provide costs for improvements at this intersection. Improvements evaluated included a traffic signal, a roundabout, as well as widening of 159<sup>th</sup> St. west of the intersection and Black Bob Road north of the intersection to 153<sup>rd</sup> Street.

The preferred option for this intersection is a single lane roundabout, which would taper back to existing 2-lane conditions in each direction. This option is recommended based on the following:

- The roundabout is suitable for continuous traffic flow;
- The roundabout creates gaps since there is similar traffic volumes on each leg during the week;
- The roundabout is adaptive to changing peak demands due to heavy traffic volumes during the weekend from Heritage Park;
- A roundabout at this intersection is consistent with Overland Park's proposed roundabout at 159<sup>th</sup> St. and Pflumm Road.

The existing and anticipated future traffic volumes indicate that improvements to 159<sup>th</sup> Street and Black Bob Road will be needed in the future. Staff will continue to monitor these segments and recommend improvements in the Capital Improvement Plan (CIP) when necessary.

The estimated cost for the roundabout is approximately \$6,800,000 and the preliminary schedule is for construction in late 2018. The schedule is contingent upon utility relocation and land acquisition. Additional negotiation and documentation will be necessary from Federal Highway Administration (FHWA) for land acquisition on the southeast corner (Heritage Park) since it was purchased using federal funds.

**Fiscal Impact:** The 159<sup>th</sup> Street and Black Bob Road Improvements Project is currently funded from the following sources:

GO Bonds

\$500,000

**Recommendations/Options/Action Requested:** Review the report. This project is recommended for incorporation into the 2018 Capital Improvement Plan, which will be presented to the City Council at the February 21, 2017 City Council meeting.



## COUNCIL AGENDA ITEM

**PS-B1**

**Department:** C&CS

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Tim Danneberg

**Subject:** 2017 Federal Legislative Priorities

**Key Result Area:** All

**Executive Summary:**

The draft 2017 Federal Legislative Priority statement again provides a policy level filter for assessing and advocating for/against federal legislative initiatives. The approach is similar to previous years, recognizing the need for federal spending cuts but advocating doing so in a fair and responsible way.

It focuses on proportionality of cuts to local programs compared to other federal spending, and it supports reducing federal mandates commensurate to reduction in federal funding.

Again, this year we ask our federal delegation to remain vigilant in monitoring the reasonableness of federal environmental issues, including water quality issues. Other key standing issues include forcing local governments to recognize collective bargaining, federal mandates and preserving local control. Two new issues of importance have been added under public safety. All changes are outlined in red.

The City has developed an exceptional working relationship with our federal delegation for a number of reasons, but none more important than our ability to show tangible return on federal funding secured with their assistance. The draft platform proposes seeking federal assistance in expanding the 119<sup>th</sup>/I-35 interchange to not only address traffic concerns but continue the area's growth and economic development.

**Fiscal Impact:** None

**Recommendations/Options/Action Requested:** Review the proposed platform and provide direction for any changes or additions.

**Attachments:** Draft 2017 Federal Legislative Platform



**DRAFT  
FEDERAL ISSUES OF INTEREST TO  
THE CITY OF OLATHE, KANSAS  
February 21, 2017**

**Overview:**

The City of Olathe truly values the strong working relationship and open lines of communication with our Congressional delegation. We recognize our successful partnership serving Olathe taxpayers and we are committed to their best interest.

The city applauds our delegation's understanding of our priorities and efforts to support them. Again this year, they are based on fundamental themes.

The first is ensuring that any funding cuts, including grants that support a federally mandated program or project, include elimination of the accompanying mandate. If not, they are not spending cuts but a cost pass-through to local taxpayers.

The second tenet applies to truly defining a spending cut or federal revenue enhancement. Hijacking other revenue or accounts such as the Asset Forfeiture Program to address the deficit is not a cut. It is simply a transfer of monies established and collected for one important program to fill a gap in another. The same concern applies to enhancing federal revenue by **taxing to local bonds**. Ultimately, taxpayers will bear the brunt of the cost at a different level.

The newly added issue regarding funding of the **Asset Forfeiture Program** is an example of both.

The city believes local voter and local taxpayer voices should not be muted by taking local decisions out of their control. Concerns about adding environmental regulation with no measureable return and significant costs are a key example.

The city has effectively invested federal infrastructure dollars to generate economic development, job creation and investment in Kansas. This federal assistance along with significant local investment has directly led to thousands of jobs and hundreds of millions of dollars in investment. Once such project, the I-35 and 119<sup>th</sup> Street interchange has had enormous return. However, additional growth in Olathe and surrounding area has led to that interchange exceeding capacity. The city is seeking federal assistance to enlarge the interchange to accommodate and allow for additional growth in Kansas.

**Transportation**

- The City applauds Congress's efforts to fund our national transportation system and recognizes this is a prudent and wise investment. The City has concerns, however, about funding for an interchange within local jurisdictions. These infrastructure projects are not only essential for traffic management, but also for economic development and growth in Kansas. Moving forward, the City hopes a sustainable and stable funding source will be identified and implemented.
- The City supports continued funding of the Fixing America's Surface Transportation Act, of FAST
- The City supports retaining funding for FTA 5310. The City uses this funding to support the Olathe Taxi Coupon Program.

#### *Project Funding Request:*

- *119<sup>th</sup>/I-35 Expansion (See Attached)*

#### **Labor and Employment**

- Believing that the state and federal governments should not intervene in local government employee relations, **the City strongly opposes legislation granting special employment rights to public safety personnel, namely collective bargaining.**
- **The City opposes extension of OSHA regulations** to local government. The City already has federal, insurance industry, and self-imposed regulations and oversight of workplace safety.
- **The City supports legislation that would repeal the Davis-Bacon Act** applicable to construction projects assisted with federal funds. This Act raises construction costs on public projects and adds administrative burden. As an alternative, the City would support legislation that increases the \$2,000 threshold for the Act.

#### **Federal Budget & Tax Legislation**

- The City recognizes the unique economic situation facing our nation. Within this environment, **the City supports a federal budget plan that does not disproportionately target municipal assistance programs** for reduction, including community development block grants. If municipal assistance funding is cut, the City asks the Delegation to support reduction in federal mandates and their associated costs that are equal to or greater than the funding cut.
- Tax exempt status for municipal bonds saves taxpayers millions of dollars in Kansas, and any effort to change that status will directly cost them. **The City opposes efforts to increase taxpayer costs of bond issuance with little to no real cost savings for taxpayers.**

- Nearly 60% of the City's operations fund is supported by sales taxes. With the passage of a destination sourcing program in Kansas, outlying economic centers such as Olathe are being adversely impacted. The point-of-sale legislation was passed by the state legislature with an eye toward capturing sales of remote goods and services over the Internet. Though the City has opposed the implementation of point-of-sale taxation, it does increase the need for the City to capture remote internet sales to offset our current losses. With that in mind, **the City continues to support efforts to treat remote sales similar to on-sight sales in terms of applying sales tax.**

### **Takings Legislation**

- **The City opposes the passage of takings legislation** that would restrict local government's ability to exercise zoning and land use authority in the public interest. Takings legislation directly attacks the primacy of local officials in land use matters. The City believes current federal constitutional limitations on the regulatory powers of state and local governments are sufficient to protect private property interests.

### **Public Safety**

- The City of Olathe's police and fire departments are responsible for administering and/or assisting in a multitude of federal programs. In addition, each department is tasked to enforce a number of federal laws and regulations. To fulfill those charges as well as their many traditional public safety duties, the departments take advantage of a number of federal programs and initiatives.
  - **FIRE ACT** programs provide direct funding to local fire and EMS departments for training, education, and specialized equipment.
  - **Staffing for Adequate Fire and Emergency Response Act (SAFER)** assists local fire departments in meeting adequate staffing levels.
  - **Local Law Enforcement Block Grant (LLEBG)** enables cities to improve public safety services under the previous allocation formulas.
  - **BJA Edward Byrne Grant** provides for police equipment that cannot be obtained through local revenues.
  - **BJA Ballistic Vest Program (BVP)** supports replacement of police vests.
  - **Community Oriented Policing Services (COPS)** program supports community policing efforts and additional transitional funding to help communities absorb the long term cost of COPS funded officers and programs.

**The City supports re-evaluating new formulas that that have redirected money to other areas.**

- **The City believes the federal government should honor its commitment to the Asset Forfeiture Program.** The program uses a portion of seized assets to reimburse local law enforcement agencies costs from partnering with federal agencies. As part of the 2015 budget, revenue in that fund was hijacked, and the city is unaware of any plan to restore that funding. The City of Olathe currently has \$871, 858.76 in reimbursement pending. The City believes this partnership is critical to federal law enforcement. However, local governments cannot afford to participate without financial reimbursement.
- **The City has concerns about federal immigration enforcement initiatives that require additional local enforcement without corresponding financial assistance.** The City supports meaningful immigration reform with strong consideration and inclusion of local interests and impacts.
- The City calls on the federal government to recognize local governments as key players in homeland security. **The City supports the First Responder initiative that would provide direct homeland security funding to local governments.** The City supports efforts to ensure funds directed to states are filtered down to first responders and efforts to ensure funds for regional public safety interoperability, especially with regard to communications and information sharing.
- **The City supports maintaining smaller metropolitan areas such as Kansas City inclusion in the Urban Area Security Initiative.**

### **Housing and Community Development**

- The City has a long history of participation in CDBG, HOME, Section 8, Public Housing, and homeless programs that have a significant impact on our qualifying residents locally as well as those throughout the state. The majority of participants in the City's program are senior and/or disabled persons who cannot support themselves without assistance. In addition, the City funds its Taxi Coupon Program for seniors and/or the disabled using CDBG funds. The program is the only means available for transportation to employment, as well as necessary medical and other trips. The City partners with the federal government to maintain 130 housing units, and the City is not in a financial position to assume the costs for this federal program. **The City urges Congress to avoid elimination or disproportionate funding reduction for housing and community development programs.** The City supports responsible and reasonable funding levels of the CDBG program. With inflation and the increasing number of entitlement jurisdictions, CDBG set asides have resulted in smaller block grants.

- **The City is opposed to federal government disproportionate funding reductions for the Section 8 Voucher Program administration fees, the HOME program, public housing operating funds, and capital improvement funding under public housing. Given previous funding reduction, inspection and certification requirements should be reduced for fixed income program participants.**
- The City has concerns about creating operating cost block grants for federal housing authorities. Those concerns are based on creating an additional level of bureaucracy and the associated cost.
- The City supports FY 2017 funding of at least \$19.3 million for the 49 authorized National Heritage Areas, including Freedom's Frontier. For more than thirty years, National Heritage Areas have developed unique private-public partnerships to protect, preserve and promote unique landscapes and American stories. This funding has been invaluable to sites in Kansas, including Olathe's Mahaffie Stagecoach stop and farm.

## **Environment**

- The City applauds our Congressional delegations for its assistance in addressing the recent EPA interpretation of the Clean Water Act regarding secondary treatment of influent. As originally proposed, local water and sewer utilities would be required to treat water that already meets or exceeds EPA guidelines, and the cost for Olathe will run in the millions of dollars. The City truly appreciates the delegation's willingness to remain engaged in this critical issue.
- **The City opposes any EPA mandates and/or actions impacting local governments that result in significant cost with little to no measurable return on the investment and/or true positive environmental impact.**
- In order for governments at all levels to be sustainable, they must invest in the enhancement and upkeep of water and wastewater infrastructure. Doing otherwise will create an incredibly dangerous financial situation. To address a significant gap between public funding and capital needs to meet environmental standards, **the City supports efforts to ensure the federal financial commitment to water and wastewater infrastructure.** These funds are allocated to states to capitalize state administered grants and revolving loan programs.
- As a municipality with an integrated solid waste management system with strong interest in waste diversion through recycling, **the City would support recycling market development for e-waste;** however, the City opposes legislation to ban landfill disposal of e-waste as an additional unfunded mandate.

- **The City supports the practice of wet-weather blending** as a sound, effective and reasonable method of managing peak effluent flows during extreme wet weathers. The City supports legislative efforts to ensure this practice of blending primary treated wastewater effluent with wastewater effluent that has received biological treatment continues to be available to wastewater treatment utilities.
- To address the source water protection challenges facing drinking water suppliers, **the City opposes the elimination of programs that provide federal financial assistance to afford urban and urbanizing communities the resources to engage in source water protection efforts** for drinking water supplies.

### **Telecommunications**

- **The City supports the widespread deployment of high speed, or broadband information services** in a manner that does not preempt existing local government authority to regulate cable television or telecommunications entities.
- **The City opposes any efforts under E-911 that would preempt local zoning authority over the siting of wireless facilities.**



## **OLATHE CITY COUNCIL**

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Mary Jaeger Director, Public Works	(913) 971-9029
Steve Menke Police Chief	(913) 971-6710
Jeff DeGraffenreid Fire Chief	(913) 971-7910
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To: Olathe Congressional Delegation  
From: City of Olathe  
Subject: 119<sup>th</sup> and I-35 Interchange

Date: March, 2017

The 119<sup>th</sup> and I-35 interchange area is a key growth area for economic development for the City of Olathe. Interstate 35 is a major north-south, two-way link to job opportunities for Olathe residents and regional workers. The 119<sup>th</sup> St. corridor has been identified as a priority corridor in the city's comprehensive master plan, and it is the spine for the Gateway District, which is adjacent to I-35 and 119<sup>th</sup> St. at one of the highest traffic volume intersections in the region. The focus of this District now and in the future is to continue helping attract residents and businesses to Olathe for its high-quality business and residential amenities and services. This will help further strengthen the area's workforce and its distribution efficiencies created by its convenient location in relation to regional retail, employment and educational centers.

This interchange was built in the early 1990s and is approaching the end of its design life, which is being accelerated by the current and projected traffic demand being placed on it. This project will correct issues with the existing standard diamond interchange, including safety and congestion. This interchange has a crash rate 2.75 times higher than the Kansas statewide average crash rate for similar roadways. The interchange experiences nearly 16 million vehicle miles traveled through the facility, with daily vehicle miles traveled expected to grow nearly 64 percent by 2040. Traffic volumes and conflicting turning movements exceed the ability of the interchange to effectively and safely discharge traffic.

The City of Olathe has retained HNTB Corporation (HNTB) to evaluate interchange improvement options and perform preliminary engineering for the preferred alternative. These improvements may include retaining the existing diamond interchange and widening the bridge and ramps, a single-point urban interchange (SPUI), or a diverging diamond interchange (DDI). Improvements will also include interchange ramp improvements, multi-modal improvements across the bridge and corridor, and additional lanes on 119<sup>th</sup> St. to accommodate increased traffic volumes.

The estimated preliminary project cost is up to \$25 to \$35 million dollars and the City of Olathe is

seeking additional federal funding and any other available funding in order to construct these improvements for this vital corridor. This project is an important driver for improvements in the City of Olathe, and it retains significant potential for sustainable growth in economic development and quality of life for the regional area.

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## COUNCIL AGENDA ITEM

PS-B2

**Department:** Parks and Recreation

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Renee Rush/Michael Meadors

**Subject:** Discussion of the 2017 Downtown Outdoor Sculpture Exhibit Selection

**Key Result Area:** Active Lifestyles

**Executive Summary:** In its 13<sup>th</sup> year, the Downtown Outdoor Sculpture Exhibit (DOSE) program provides the community a unique outdoor sculpture display which exhibits a collection of works, introducing a variety of artistic approaches.

20 artists submitted a total of 47 pieces for consideration. The entries were juried by James Martin, Independent art consultant, curator, educator, and writer. Then a committee including Council Member Bacon, Carisa McMullen, Valerie Bentley, and city staff reviewed the pieces and provided recommendations in regards to site selection, considering size, traffic and public safety concerns.

The nine works and alternate pieces recommended to be featured in the exhibit, which will be available for viewing at the Council meeting are:

	<u>Artist</u>	<u>Title</u>
1.	Mike Sneller	Queen Anne's Array
2.	Craig Gray	Slices of Heaven
3.	Won Choi	Water Talk
4.	Mary Angers	Twisted Botanical Wave
5.	Jacob Burmood	Crumple and Flow
6.	V. Skip Willits	Nomad
7.	Maria Ogedengbe	Fancy This
8.	Jim Gallucci	Oak Leaf Arch
9.	Jim Gallucci	Oak Leaf Horizon III
Alternates:	Will Vannerson	Borbor 9
	Donald Horstman	Juggler

The works will be located throughout the Original Town Core area of Olathe for a period of one year. The site selection review is an ongoing process, with the city having veto power. It is necessary for the site selection process to be flexible, as adjustments may be required after the pieces actually arrive.

**Fiscal Impact:** The total budget for the Downtown Outdoor Sculpture Exhibit is \$15,000.00 which covers all expenses associated with the program.

**Recommendations/Options/Action Requested:** Staff requests Council discuss the proposal and provide any additional direction regarding the 2017 Downtown Outdoor Sculpture Exhibit. The authorization for the approval of sculpture location will appear on the March 7, 2017 agenda.

**Attachments:** 2017 Downtown Outdoor Sculpture Exhibit – City Council

# 2017 Downtown Outdoor Sculpture Exhibit

# Queen Anne's Array

by: Mike Sneller  
Cedar Rapids, IA

Stainless Steel

3' x 3' x 10', 80 lbs





Location: Inside City Hall



# Oak Leaf Horizon III

by: Jim Gallucci  
Greensboro, NC

Galvanized Steel

12' x 17' x 6', 1500 lbs





Location: Between Calamity Line Park & CVS

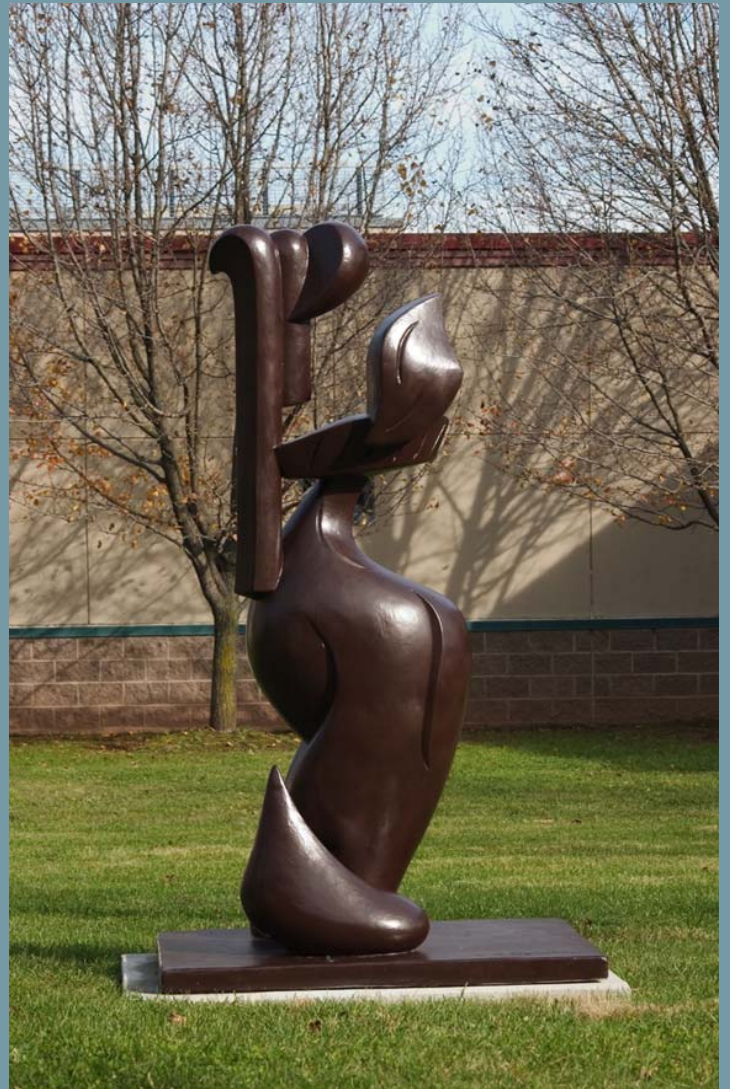


# Water Talk

by: Won Choi  
Philadelphia, PA

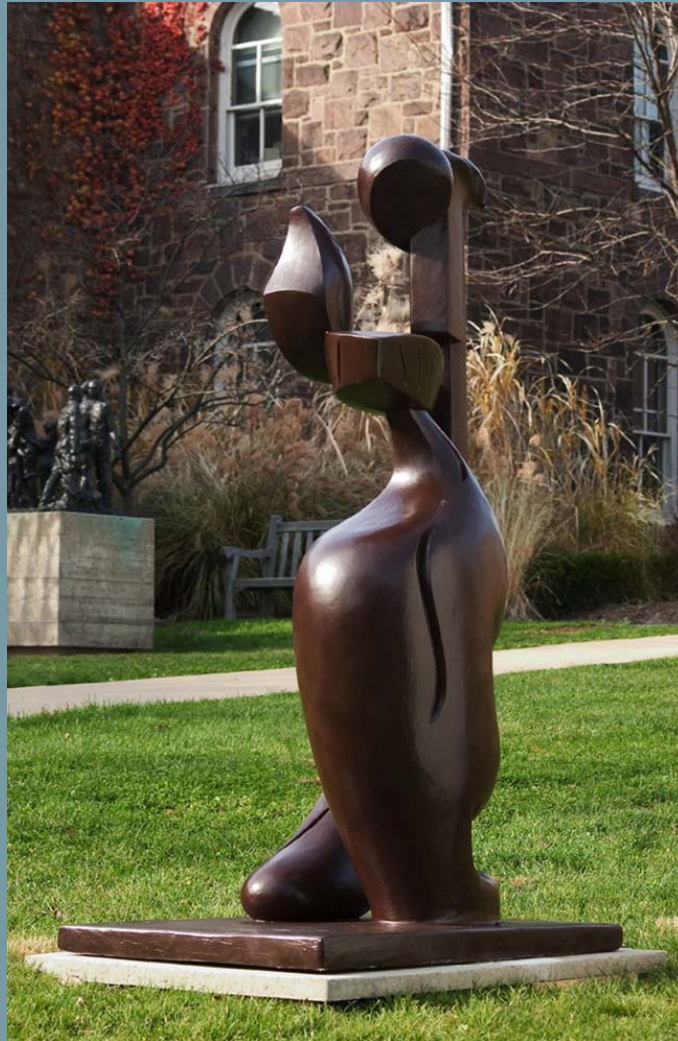
Steel, Foam, Fiberglass, Epoxy

6.25' x 3.5' x 2.5', 300 lbs





Location: Civic Center Park



# Slices of Heaven

by: Craig Gray  
Key West, FL

Stucco, Fiberglass, Steel

9' x 5' x 5', 700 lbs



Location: Civic Center Park





## Twisted Botanical Wave

by: Mary Angers  
Long Branch, NJ

Enameled Aluminum

6' x 3.5' x 6", 50 lbs



Location: Corner of Chestnut & Poplar (Parkview Manor)



# **Crumple and Flow**

**by: Jacob Burmood**

**Cold-cast Aluminum**

**9' x 4' x 3', 250 lbs**





Location: Corner of Kansas Ave & Santa Fe



# Nomad

by: V. Skip Willits  
Camanche, IA

Corrugated Steel, Steel Square,  
Round Stock

10.4' x 2.9' x 2.9', 175 lbs



Location: West side of Northgate- North of Mulberry



# Fancy This

by: Maria Ogedengbe  
Kansas City, MO

Painted Canvas and Foam  
Boat

Exact Size TBD



Photo is a **SAMPLE**, not actual sculpture



Location: Calamity Line Park



# Oak Leaf Arch

by: Jim Gallucci  
Greensboro, NC

Corten Steel and Concrete

10' x 12' x 2', 1500 lbs

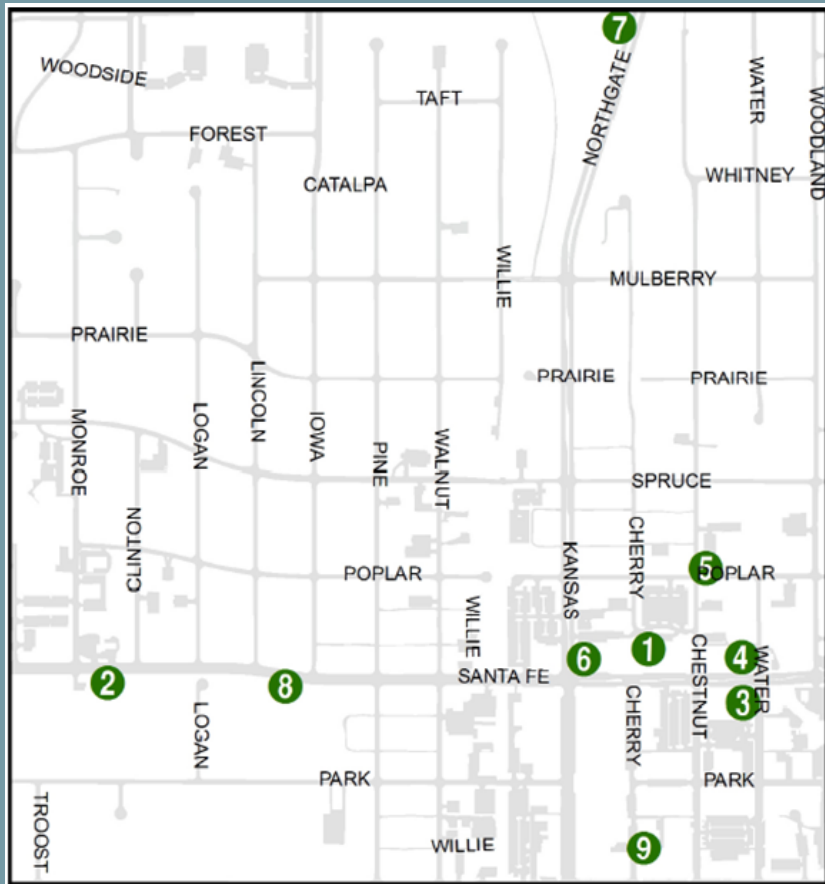


Location: Walkway between Municipal Bldg. and City Parking Garage





# • Sculpture Locations



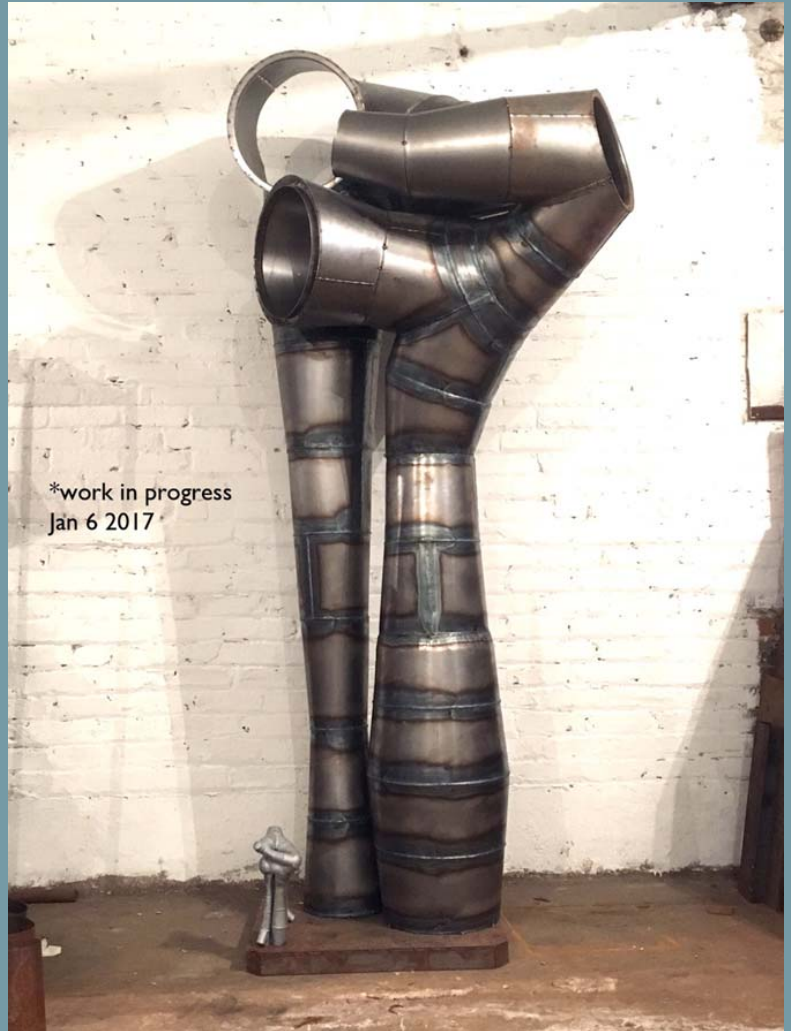
- Queen Anne's Array– Inside City Hall, 100 E. Santa Fe
- Oak Leaf Horizon III– CVS
- Water Talk– Civic Center Park, southeast side
- Slices of Heaven– Civic Center Park, southwest side
- Twisted Botanical Wave– NE corner of Chestnut and Poplar
- Crumple and Flow– Corner of Kansas Ave & Santa Fe
- 7. Nomad– West side of Northgate-north of Mulberry
- Fancy This– Santa Fe at Calamity Line Park, 901 W. Santa Fe
- Oak Leaf Arch– Pedestrian walkway between Municipal Bldg & City Parking Garage

**Alternates**

**BorBor 9**

**Galvanized Steel**

**8.75' x 4' x 3', 200 lbs**







# Juggler

Powder Coated Steel &  
Stainless Steel

8.25' x 2' x 2', 175 lbs







## COUNCIL AGENDA ITEM

**PS-B3**

**Department:** Parks and Recreation; Legal

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Michael Meadors; Ron Shaver

**Subject:** Consideration of Ordinance No. 17-05 amending Chapter 2.82 of the Olathe Municipal Code pertaining to the Public Art and Culture Commission and establishing the Public Art Committee and Public Art Fund.

**Key Result Area:** Active Lifestyles

**Executive Summary:** This item was presented as a report on the March 15, 2016 and November 1, 2016 City Council agenda. On December 15, 2015, Meridith McKinley of Via Partnership presented the final draft of the Public Art Master Plan to the City Council. The Public Art Master Plan provides recommendations to guide the City in planning, funding, and the commissioning or acquiring of new public artwork, and establishes a vision and mission for Public Art in Olathe. In addition, the plan asks the City of Olathe to formally establish the City of Olathe Public Art Program by ordinance.

At the conclusion of the presentation provided at the December 15 meeting, the City Council directed staff to proceed with preparing the ordinance which would formally establish the Public Art Program.

The attached ordinance (Attachment A) amends Chapter 2.82 of the Olathe Municipal Code pertaining to the Public Art and Culture Commission by eliminating the Commission (which has no appointees and no longer meets) and establishing the Public Art Committee and Public Art Fund.

The Committee's purpose would be to support the mission of the Public Art Program and to execute the vision of the Program. The Ordinance also substantively revises the size, appointment, term, organization, and powers and duties provisions which would pertain to the Committee when compared with the existing ordinance language.

The Public Art Fund would consist of 1) up to 2% of the construction cost of eligible city projects with a project budget over \$1 million, not to exceed \$500,000 to the Fund (see table illustrating 1% and 2% calculations), 2) all funds donated to the City by private developers/owners or by others; and 3) other funds allocated by the Governing Body.

City projects would include projects involving parks, trails, buildings, prominent transportation improvements, and/or utility infrastructure which provide an opportunity to enhance or educate about the City's water resources. City projects would include projects that are accessible or viewable by the public and would not include underground utilities, lane additions or geometric improvements at intersections, street or sidewalk repair or reconstruction, property acquisition, equipment or vehicles, streetlight replacement or conversions, or traffic signals.

Private developer/owner funds would be generated primarily by developers/owners requesting development incentives (e.g., IRBs, TDD, TIF, or CID). Those developers/owners would be required to commit ~~\$0.50~~ \$0.10 per square foot for all buildings and \$15.00 per parking space for above or below-ground parking structures (not to exceed \$500,000) toward either public art as part of their project or toward the City's Public Art Fund. If the developer chooses to contribute toward the City's Public Art Fund, the contribution will be 75% of the required on-site investment amount.

**Fiscal Impact:** TBD

**Recommendations/Options/Action Requested:** Approval of Ordinance No. 17-05 amending Chapter 2.82 of the Olathe Municipal Code pertaining to the Public Art and Culture Commission and establishing the Public Art Committee and Public Art Fund.

**Attachments:** A: Public Art Committee & Public Art Fund Draft Ordinance



**ORDINANCE NO. 17-05**

**AN ORDINANCE REPEALING OLATHE MUNICIPAL CODE CHAPTER 2.82 PERTAINING TO OLATHE PUBLIC ART AND CULTURE COMMISSION; AND ADDING A NEW CHAPTER 2.82 PERTAINING TO OLATHE PUBLIC ART COMMITTEE AND PUBLIC ART FUND.**

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

**SECTION ONE:** Existing Chapter 2.82 of the Olathe Municipal Code is hereby repealed.

**SECTION TWO:** A new Chapter 2.82 is hereby added to the Olathe Municipal Code and shall read as follows:

**“CHAPTER 2.82**

**OLATHE PUBLIC ART COMMITTEE AND PUBLIC ART FUND**

**Sections:**

2.82.010	Definitions
2.82.020	Public Art Committee - Creation
2.82.030	Public Art Committee - Purpose
2.82.040	Public Art Committee - Size
2.82.050	Appointment to Public Art Committee
2.82.060	Term of Office
2.82.070	Filling of Vacancies
2.82.080	Removal
2.82.090	Compensation
2.82.100	Organization
2.82.110	Powers and Duties
2.82.120	Public Art Fund
2.82.130	Public Art Associated With Development Incentives

**2.82.010 Definitions.** The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**City** means the City of Olathe, Kansas.

**Development Incentives** means:

A. The issuance of industrial revenue bonds and real property tax abatement under City Council Policy F-5 when the City issues such bonds;

B. The creation of a transportation development district (“TDD”) under City Council Policy F-6 when the Governing Body authorizes the reimbursement of TDD-eligible expenditures within such TDD;

C. The creation of a tax increment financing (“TIF”) district under City Council Policy F-7 when the Governing Body adopts a TIF project plan related to such district; or

D. The creation of a community improvement district (“CID”) under City Council Policy F-9 when the Governing Body authorizes the reimbursement of CID-eligible expenditures within such CID.

**Governing Body** means the Governing Body of the City.

**City Project** means any capital improvement project of the City with a project budget over \$1,000,000 (including architectural and engineering fees, site work and contingency allowances, but excluding land acquisition costs) which is bid, constructed, and accepted as complete by the City which meets the following criteria:

A. The project is for a new or a major renovation of a City park or park facility.

B. The project is for new City trail construction. Trail funds may be pooled to commission public art at key locations along the trail system.

C. The project is a City building, facility or other vertical construction that:

1. is purpose-built for community use, or
2. is in a highly-visible location.

D. The project is for transportation infrastructure that:

1. is pedestrian-oriented,
2. is at a gateway location to the City,
3. is at a gateway location to downtown Olathe,
4. includes a significant median or roundabout intended for traffic-calming or beautification purposes, or
5. provides an opportunity to partner with Kansas Department of Transportation (KDOT), Johnson County, private developers, businesses or other institutions to commission a project of great community interest.

E. The project is for utility infrastructure that provides an opportunity to enhance or educate about the City's water resources.

A City Project does not include:

A. Construction of or repair to underground utilities (e.g., water or sewer lines);

B. The addition of traffic lanes or geometric improvements at intersections;

C. Street or sidewalk repair or reconstruction;

D. Property acquisition;

E. Equipment or vehicles;

F. Streetlight replacement or conversions; or

G. Traffic signals.

**Public Art** means Artwork on property owned by the City freely available to view by the general public. Public Art includes elements of a public place that are designed by a professional artist or artist team. Public Art can be permanent, temporary or functional. Public Art can be stand-alone or integrated into the architecture, landscape or infrastructure such as public buildings, bridges and parks. Public Art can be the sole creation of the artist or it may result from a design team approach in which artists work on project teams with architects, engineers, landscape architects and others to design and create public places.

**Public Art Program** means the program approved by the Governing Body of the City designed to foster the commissioning, acquisition presentation and preservation of permanent and temporary Public Art; act as a steward of the City's Public Art collection; and engage the public in the collection.

**Reconstruction** means alterations or repairs made to a commercial or municipal structure within any twelve-month period, which alterations or repairs exceed fifty (50) percent of the value of the existing structure.

**Work of Art or Artwork** means an aesthetic creation of permanent or temporary medium or combination of media resulting from the skill and creativity of an artist or artists.

**2.82.020 Public Art Committee – Creation.** There is hereby created and established an Olathe Public Art Committee for the City.



**2.82.030 Public Art Committee – Purpose.** The purpose of the Olathe Public Art Committee is to support the mission of the Olathe Public Art Program, which is “to foster the commissioning, acquisition presentation and preservation of permanent and temporary public art, act as a steward of the City’s public art collection, and engage the public in the collection.” The Committee’s purpose also includes execution of the vision of the Olathe Public Art Program, which states, “Public art in Olathe is an amenity that helps build the overall identity of the city, activates public spaces, and connects people to the community.” This vision builds upon three fundamental ideas:

A. *Identity.* Public art will make Olathe a more memorable place, distinct from anywhere else in the region. Public art will signal that Olathe is a place where culture is appreciated and enjoyed.

B. *Activate.* As the City is developing and, in some cases, re-envisioning Olathe’s main gathering places, public art can be a tool to make these distinctive environments that people want to inhabit.

C. *Connect.* Public art can help tell Olathe’s stories, engage people in meaningful ways and provide valuable, interactive experiences.

**2.82.040 Public Art Committee – Size.** The Olathe Public Art Committee shall consist of between 7 and 15 members.

**2.82.050 Appointment to Public Art Committee.** The members of the Committee shall be appointed by the Mayor with the consent and approval of the remainder of the Governing Body.

**2.82.060 Term of Office.**

A. The term of office for the members of the Committee shall be for three years, except those members of the Committee first selected. Two shall serve one year, three shall serve two years, two or more shall serve three years. Each member shall serve until a successor is appointed.

B. Members of the Committee shall not serve more than three (3) complete successive terms.

**2.82.070 Filling of Vacancies.** Vacancies occurring before the expiration of term shall be filled by appointment by the Mayor with the consent of the remaining members of the Governing Body in the same manner as such member received the original appointment.

**2.82.080 Removal.** The Mayor, with the consent of the remaining members of the Governing Body, may remove any appointed member to

the Committee at any time for good and sufficient cause. Cause shall include, but be not limited to, violations of the conflict of interest laws, any violation of any applicable law, regulation or policy, neglect of duty, and failure to comply with the City's attendance policy as set forth in City Council Policy CC-5.

**2.82.090 Compensation.** Members of the Committee shall serve without pay. The City may pay the cost of travel on official business, City staff time, and storage space for documents and Works of Art, along with paper and office supplies for the Committee.

**2.82.100 Organization.**

A. A majority of the members of the Committee shall constitute a quorum for the transaction of business.

B. The Committee may meet as often as necessary to deal with its business, but shall meet no less than two (2) times a year.

C. The officers of the Committee shall be selected by the Committee members as set forth in City Council Policy CC-5. The staff liaison is a non-voting member of the Committee. No officer shall serve in the same capacity for more than two (2) consecutive one-year terms.

D. The meetings of the Committee shall be subject to the Kansas Open Meetings Law; its records subject to the Kansas Open Records Law; its members bound by the City's Code of Ethics and the State of Kansas Conflict of Interest Statutes; and any financial or property transactions or records subject to review by the City's auditors.

**2.82.110 Powers and Duties.** The Committee shall have the following powers and duties:

A. To assist and advise the Governing Body in the establishment of essential policies, rules and regulations relating to public art in Olathe. In addition, the Committee may recommend policies related to the presentation, acquisition, disposition, maintenance, use, care and promotion of public arts within the City.

B. To accept, on behalf of the City, gifts, contributions, donations and gratuities to the Committee. Such gifts, contributions, donations and gratuities shall be set aside in a special fund known as the Public Art Fund and shall be distributed only upon approval of the Governing Body. Such gifts, contributions, donations and gratuities shall be used solely for purposes consistent with this Chapter and the regulations established herein.

C. To submit to the City Manager by October 30<sup>th</sup> of each year a written work plan, a report on activities for the preceding year, and a

report on attendance of members in accordance with City Council Policy CC-5.

## **2.82.120 Public Art Fund.**

A. **Creation.** There is hereby created a Public Art Fund of the City to receive monies appropriated for the City's Public Art Program. The Public Art Fund will consist of the following:

1. Up to two (2) percent of the construction cost of a City Project (not to exceed \$500,000 to the Public Art Fund from any one City Project);
2. All funds donated to the City by private developers/owners or by others; and
3. Other funds allocated by the Governing Body.

B. **Use.** The Public Art Fund may be used solely for the costs of or associated with:

1. Artist fees and artist travel and expenses that are related to the City's commissioning of a Work of Art as stipulated in a contract with the artist.
2. Artwork fabrication, storage and installation per contract.
3. Site work necessary for the installation of Artwork, including landscape and hardscape improvements not covered by the base budget of a related Capital Project.
4. Acquisition of existing Works of Art.
5. Required permits and insurance during the fabrication and installation of the Artwork per contract.
6. Project consultants and contracted services if related to the commissioning, acquisition or conservation of Artwork.
7. Artist selection costs, such as artist travel and honoraria.
8. Education and outreach, including collateral materials, symposia and special events.
9. Publicity for Public Art projects.
10. Curatorial and appraisal services.
11. Conservation and maintenance.
12. Public Art planning.
13. Plaques and interpretative signage related to the Artwork.
14. Other purposes recommended by the Public Art Committee and approved by Governing Body for the successful implementation of the Public Art Program.

C. **Appropriation of Funds.**

1. All appropriations of funds for City Projects will be made in accordance with the City's applicable procurement policies as set forth in Chapter 3.50 of the Olathe Municipal Code, and may include an amount of up to two (2) percent of the cost of a City Project, but not to exceed the sum of Five Hundred Thousand Dollars (\$500,000) for any single City Project; provided that the Public Art Committee may recommend to the Governing Body an increased expenditure for those projects of exceptional size, unique function, or community-wide benefit.

2. The Public Art Committee may recommend to the Governing Body the amount of monies to be allocated for selection, commissioning, acquisition and installation of individual Works of Art to be incorporated as a part of a City Project for which the monies were appropriated.

3. Monies appropriated pursuant to this Section as part of a particular Public Art project but not spent in connection with such project may be utilized to supplement other appropriations for the acquisition of Works of Art or to place Works of Art in, on or near City-owned property and/or City facilities which have already been constructed.

4. Unexpended monies in the Public Art Fund may be used for Works of Art at existing City-owned properties and facilities as deemed appropriate by the Governing Body based on the recommendation of the Public Art Committee.

**D. Expenditure of Funds.** The Committee shall have no authority to expend funds from the Public Art Fund or any other fund of the City unless and until the Governing Body has given specific advance authorization for such expenditures.

#### **2.82.130 Public Art Associated With Development Incentives.**

A. Any private developer/owner who requests and obtains Development Incentives for a commercial development project must commit ~~fifty cents (\$0.50)~~ ten cents (\$0.10) per square foot for all buildings and fifteen dollars (\$15.00) per parking space for above or below-ground parking structures (whether self-standing or integrated) not to exceed Five Hundred Thousand Dollars (\$500,000) to the provision of fine art in conjunction with such project.

B. If the private developer/owner receiving Development Incentives does not wish to have fine art in conjunction with its commercial development project, such developer/owner must pay to the City an amount equal to seventy-five percent (75%) of the cost it would have otherwise been required to pay for the provision of fine art in as part of their of the commercial development project under subsection A. of this Section. Such payment will be deposited into the City's Public Art Fund."

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

**PASSED** by the Governing Body this 21 day of February, 2017.

**SIGNED** by the Mayor this 21 day of February, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

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

Publish one time and return one Proof of Publication to the City Clerk and one to the City Attorney.



# CITY OF OLATHE

PUBLIC ART MASTER PLAN





# CITY OF OLATHE

PUBLIC ART MASTER PLAN

Prepared by Meridith McKinley, Via Partnership  
and James Martin



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# EXECUTIVE SUMMARY

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The City of Olathe Parks and Recreation Master Plan, adopted by City Council in 2014, called for the creation of a master plan for public art. In the fall of 2014, the City of Olathe issued a Request for Proposals for consultants to work with the City to develop this plan. Through this search, the City selected Meridith McKinley of Via Partnership and independent curator and consultant James Martin.

Beginning in early 2015, McKinley and Martin worked closely with City staff, and a citizen Advisory Committee to develop the recommendations in this plan. They also gathered input through a community-wide survey and a community workshop.

## ADMINISTRATIVE GUIDELINES

Public Art Master Plan makes the following recommendations regarding administrative guidelines for the Public Art Program:

1. The City should formally establish the City of Olathe Public Art Program by ordinance. This program should be managed by the City of Olathe Parks and Recreation Department, and advised by a citizen-based Public Art Committee.
2. The efforts of the City of Olathe Public Art Program should support the following vision:  
*Public art in Olathe helps build the overall identity of the City, activates public spaces, and connects people to the community.*
3. The Public Art Program should be funded through a variety of mechanisms:
  - General Fund: The Parks and Recreation annual budget plan should include costs such as staffing and administrative support; collection management, communications, and the annual Downtown Outdoor Sculpture Exhibition.
  - Percent for Art: In future capital budgets, the City of Olathe should set aside 2% for art for individual Active Lifestyles, Downtown, Economic Viability, Public Safety, Transportation, and Utility Service Capital Projects where the cumulative project budget is greater than \$1,000,000, and the project meets additional carefully defined criteria.
  - Grants: The City should pursue grants to specifically support the Public Art Program, and when the City applies for grants to support capital projects, public art should be a component of the grant.
  - Private fundraising: The City should develop mechanisms to encourage donations.

4. Decisions should be informed through citizen-input. A Council-appointed, Public Art Committee should be formed to advise on public art policies, plans, commissions, acquisitions, gifts and loans and removal of a work from the City's public art collection. City Council retains oversight over public art budgets, Work Plans, Project Plans, as well as approval of policies and removal of work from the City collection. Once a project has been identified, an Art Selection Panel should be formed to review artist qualifications and artist concept proposals and make recommendations regarding artist selection.
5. The day to day work of implementing the Public Art Program should be the responsibility of City staff. A Parks and Recreation Department staff person should be the primary contact for all Public Art Program matters, develop and manage an annual Public Art Work Plan, manage projects and staff the Public Art Committee. This position should be referred to as the Arts Program Coordinator. Public art responsibilities may be a part of an existing Parks and Recreation Department employee's workload, or could be hired out to a qualified contractor, or grow to be a part or full-time position.
6. The City should work with developers to commission public art. Many of the private development projects in Olathe will offer opportunities to further the City's vision for public art. These opportunities should be pursued as the City negotiates development approvals and financial incentives for development projects. Development projects that are receiving City incentives and are at least 75,000 square feet in size will be considered candidates for public art. If a development is not a good site for art, the developer will contribute to the Public Art Fund.

## ART + PLACE: PUBLIC ART OPPORTUNITIES FOR OLATHE

In addition, the plan outlines a series of permanent and temporary public art opportunities for the next five to ten years. Some of these projects will be related to City capital projects, and others should be pursued as funding or partnerships are available. Specific recommendations include:

1. Develop public art projects as part of community parks, trails and facilities. As the City renovates major community-scale parks, expands its trail system, and builds or renovates community facilities with major capital projects, the City should incorporate public art projects that enhance these facilities.
2. Commission public art as part of select transportation infrastructure capital projects. These projects can be opportunities for the City of Olathe to create new gateways and to enhance the experience of driving or walking through the community.
3. Execute two to three High Impact Projects. These works will contribute a strong visual image or icon for Olathe and help create a sense of place at their particular site. Such projects would put Olathe on the public art map, and make it distinct from anywhere else in the region. Candidate sites could include community parks, facilities and infrastructure projects, but with more ambitious goals and a higher budget. Other sites may emerge in future capital planning. Artists selected for these projects would be nationally or internationally acclaimed and the scale of the work would grab regional and national attention.
4. Refine the Downtown Outdoor Sculpture Exhibition. As this program enters its 12th year, it should look for ways to increase awareness and visibility of the art, and showcase a broader variety of work that supports the vision for public art outlined in this plan to build the identity of Olathe, activate public spaces, and connect people to the community.
5. In the near future, kick off projects featuring "Community Stories." These are special opportunity public art projects that illuminate aspects of Olathe's unique culture and history. Not necessarily tied to city capital projects, Community Stories projects would be in collaboration with organizations or community groups. Examples of Community Stories might include a collaborative project with the Kansas School for the Deaf to highlight the deaf culture and community in Olathe, or a project that marks the place or tells the history of Lincoln High School, and the Santa Fe, Oregon Trail, and California Trail crossings.





The Public Art Master Plan Advisory Committee and City of Olathe staff toured public art in Overland Park, KS and Kansas City, MO to learn about public art programs in the region.



# INTRODUCTION

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Olathe, Kansas has become known as one of the best places to live in the country. With its excellent schools, outstanding parks and greenways, and strong neighborhoods, Olathe attracts residents and businesses from throughout the nation.

Olathe, like many communities across the country, is recognizing the value that arts bring in elevating quality of life and creating a sense of place, thus providing a more desirable place to live, work and play.

The City has already undertaken several public art projects and initiatives that have begun to build an identity for Olathe as a place that appreciates art, culture and creativity. The Downtown Outdoor Sculpture Exhibit, a juried sculpture competition, has annually brought a rotating display of sculpture from regional and national artists since 2004. In 2014, as part of the Civic Center Park and Downtown Streetscape project, the City installed new permanent artwork that celebrates the community's love for the arts. And later the same year, the City of Olathe opened its first community center, which includes a unique and sophisticated art collection of world-class works by artists from the Kansas City metro area and state of Kansas.

With the success of the Downtown Outdoor Sculpture Exhibition, and the new art commissions and acquisitions for the Olathe Community Center and downtown, the time seemed right to take a fresh look at the role of public art in Olathe and how it can be further supported. The City of Olathe Parks and Recreation Master Plan, adopted by City Council in 2014, called for the creation of a master plan for public art. In the fall of 2014, the City of Olathe issued a Request for Proposals for

consultants to work with the City to develop a Public Art Master Plan. Through this search, the City selected Meridith McKinley of Via Partnership and independent curator and consultant James Martin.

Beginning in early 2015, McKinley and Martin worked closely with City staff, and a citizen Advisory Committee to develop the recommendations in this plan. A survey was launched in May 2015, designed to gather input regarding people's awareness of public art currently on view in Olathe, to learn more about people's perceptions of the city, and to gather input on a broad set of possible directions for public art. The survey received 161 responses. This was followed by a community workshop held on June 3, 2015, at which more than 40 citizens of Olathe gathered to help shape a public art vision for Olathe and provide critical input into identifying locations for and approaches to public art throughout the community. Via has worked closely with the City to ensure that the recommended administrative guidelines reflect best practices and fit within existing City policies and procedures.

# ADMINISTRATIVE GUIDELINES

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The Administrative Guidelines provide recommendations that will guide the method that the City of Olathe uses to plan for, fund and commission or acquire new public artwork. It also recommends how the City will work with developers to implement public art projects that support the overall vision for public art and the opportunities outlined in this plan. Finally, the guidelines address activities necessary to the success and longevity of Olathe's public art collection, such as the maintenance and conservation of artworks.

## CREATION OF THE CITY OF OLATHE PUBLIC ART PROGRAM

The City of Olathe should formally establish the City of Olathe Public Art Program by ordinance. This ordinance should outline the basic policies and procedures of the Program. The program should be the responsibility of the City of Olathe Parks and Recreation Department, and all current and future public art initiatives should fall under the auspices of the program. City Council should appoint a citizen Public Art Committee (PAC) to advise council and staff regarding decisions related to the Program.

### VISION FOR PUBLIC ART

The foundation of the Public Art Master Plan is the Vision for Public Art. It sets out the City's aspirations for the imprint that art will make on the community.

*Public art in Olathe helps build the overall identity of the City, activates public spaces, and connects people to the community.*

This vision builds upon three fundamental ideas:

- Identity. Public art will make Olathe a more memorable place, distinct from neighbors. Public art will signal that Olathe is a place where culture is appreciated and enjoyed.
- Activate. As the City is developing and, in some cases, re-envisioning Olathe's main gathering places, public art can be a tool to make these distinctive environments that people want to inhabit.
- Connect. Public art can help tell Olathe's stories, engage people in meaningful ways and provide valuable, interactive experiences.

### PUBLIC ART PROGRAM MISSION

The mission of the City of Olathe Public Art Program is to foster the commissioning, acquisition presentation and preservation of permanent and temporary public art, act as a steward of the City's public art collection, and engage the public in the collection.

### DEFINITIONS

Accession – The act of adding or acquiring a work of art to the City of Olathe Public Art Collection through commission, purchase or gift.

Acquisition – An artwork that is added to the Olathe Public Art Collection through purchase. Acquisitions are one-of-a-kind, not mass-produced or off-the-shelf, unless it is part of a limited edition.

Annual Public Art Work Plan – Plan developed by the Arts Program Coordinator, in collaboration with the Public Art Committee, that outlines public art activities and the use of the Public Art Fund for the coming fiscal year. Approved by City Council.

Artist – An individual generally recognized by critics and peers as a professional practitioner of the visual, performing or language arts, based on his or her body of work, educational background, experience, exhibition history, publication and/or creation of artworks. For commissioning and acquisition purposes, an artist cannot be a City employee, a member of the Public Art Committee or the relevant Art Selection Panel. If part of a Capital Project, the artist cannot be a member of the Prime Consultant's firm or team.

Art Selection Panel – An ad-hoc committee of the Public Art Committee charged with reviewing artists' qualifications and artist Concept Proposals and making recommendations back to the PAC.

Arts Program Coordinator – The primary staff liaison for the Public Art Program. Position resides in the Parks and Recreation Department.

Artwork – An aesthetic creation of permanent or temporary medium or combination of media resulting from the skill and creativity of an artist or artists.

Call to Artists – General term for a request for artists to apply for a public art commission.

Capital Improvement Plan – A City budget document that outlines City Capital Projects for the coming fiscal year and projects upcoming Capital Projects for the coming five years.

Capital Projects – Building projects outlined in the Capital Improvement Plan.

Commission – An artwork, permanent or temporary, that is created by an artist specifically for a site / community.

Concept Proposal – The phase of a public art project in which an artist creates an initial proposal, including diagrams or a maquette, and conducts a preliminary cost estimate.

Conservation – The regularly scheduled examination, documentation, treatment and preventative care of an artwork conducted by a professional art conservator.

De-accessioning – The permanent removal of a work from the Olathe's Public Art Collection by selling, donating or destroying it.

Donations of Artworks – Artworks that are proposed to be donated to the City by a Donor. They are only proposals until reviewed and accepted by the City for inclusion in Olathe's Public Art Collection.

Donor – An individual or entity that proposes to donate an artwork to the City or make a monetary contribution to the Public Art Fund.

Final Design and Construction Documents – The phase of a public art project in which the artist finalizes the design, placement, installation specifications and cost estimate, and has relevant components prepared and stamped by a licensed engineer.

Gift – Art donated to the City of Olathe from a private individual, institution or other outside source.

Loan – Artworks provided to the City of Olathe for its use for a period of time and to be returned to the owner after the loan period expires.

Maintenance – The routine care and repair of works of public art that does not require specialized expertise (i.e.: dusting, washing, changing light bulbs, lubrication of moving parts, etc.).

Olathe Public Art Collection – Public art owned or commissioned by the City.

Project Plan – A document developed by the Arts Program Coordinator with input from the Public Art Committee which outlines the work that must be done to undertake a specific public art commission or acquisition and establishes the goals against which the project will be reviewed. The Project Plan is endorsed by the Public Art Committee and approved by City Council before a project begins.

Public Art – Elements of a public place that are designed by a professional artist or artist team. Public art can be permanent, temporary or functional. Public art can be stand-alone or integrated into the architecture, landscape or infrastructure such as public buildings, bridges and parks. Public art can be the sole creation of the artist or it may result from a design team approach in which artists work on project teams with architects, engineers, landscape architects and others to design and create public places. Public Art, for the purposes of this Master Plan, does not include mass produced work, with the exception of limited editions controlled by the artist.



Public Art Fund – A separate fund established by the City to hold funds allocated for public art from percent for art, grants, private fundraising and developer contributions.

Qualifications – Materials sent by an artist upon request of the City of Olathe that demonstrate the capabilities of the artist. Qualifications generally include images of the artist's relevant previous artwork with a corresponding image list, a resume, cover letter or statement of interest, and references.

Request for Qualifications (RFQ) – Term for a document soliciting qualifications from artists for a specific public art project or for an artist roster.

Request for Proposals (RFP) – Term for a document soliciting Concept Proposals from artists for a specific public art project

Site-Specific Artworks – Artworks that are inspired by and created to fit the context of a particular place.

Temporary Public Art – Works of art that are created to be in a public place for a limited period of time, generally less than five years.



Civic Center Park

## FUNDING

The City should develop multiple sources of funds to ensure the stability of the program, so as to not overly rely on any one source, and to compensate for restrictions placed by any one source. All funding allocated for public art projects, regardless of the source, should be allocated to a newly created "Public Art Fund." The use of Public Art Fund should also be clearly defined to ensure that it is being used to support the presentation of public art and the conservation of the collection.

### SOURCES OF FUNDS TO SUPPORT THE PUBLIC ART PROGRAM

#### General Fund

As a part of the City's annual budgeting process, City staff should request funds to support the following elements of the City's Public Art Program. These funds would not necessarily be moved over to the Public Art Fund, but would be identified in the General Fund budget to support these activities.

- *Staffing and administrative support.* The General Fund should cover staffing from the Parks and Recreation Department, including any future dedicated staff. The General Fund can also be used to hire consultants to manage or curate specific public art projects.
- *Temporary.* The General Fund should continue to fund the Downtown Outdoor Sculpture Exhibition. Grant funds or sponsorships should also be sought to support the program.
- *Collection management.* The General Fund should support keeping good documentation of the City's collection, as outlined below, as well as a regular collection assessment, and professional conservation when needed.

- *Communications.* The General Fund should cover communications materials and engagement related to works in the collection, as well as the commissioning or acquisition of new work.
- *Other.* Requests can be made of support from the General Fund for other expenses related to the successful implementation of the Public Art Program.

#### Percent for Art

Percent for art is a common funding mechanism for public art that allocates a portion of a City's capital budget, or the budget for a specific capital project, for the commissioning or acquisition of public art.

In future capital budgets, the City of Olathe should set aside 2% for art for individual Active Lifestyles (Libraries and Parks), Downtown, Economic Viability, Public Safety, Transportation, and Utility Service capital projects where the ~~cumulative project~~ budget is greater than \$1,000,000 and the project meets one or more of the following criteria:

- The capital project is for a new or a major renovation of a park or park facility.
- The capital project is for new trail construction. Trail funds should be pooled to commission public art at key locations along the trail system.
- The capital project is a City facility or other vertical construction that:
  - + is purpose-built for community use, or
  - + is in a highly-visible location.
- The capital project is for transportation infrastructure that:
  - + is pedestrian-oriented,
  - + is at a gateway location to the City of Olathe,
  - + is at a gateway location to Downtown,



- + includes a significant median or roundabout intended for traffic-calming or beautification purposes, or
- + provides an opportunity to partner with KDOT, private developers, businesses or other institutions to commission a project.

The capital project is for utility infrastructure that provides an opportunity to enhance or educate about Olathe's water resources.

The 2% for Art will not be applied to Capital Projects that are:

- Construction of or repair to underground utilities.
- The addition of traffic lanes or geometric improvements at intersections.
- Street or sidewalk repair or reconstruction.
- Property acquisition.
- Equipment or vehicles.
- Streetlight replacement or conversions.
- Traffic signals.

These funds would reside in a separate Public Art Fund, managed by the Parks and Recreation Department.

#### **Grants**

The City of Olathe can seek grants to help support the activities of the Public Art Program. Any funds raised through grants would be held in the Public Art Fund. In addition, when the City writes a grant request to an outside funding source for capital funding and there is an interest in including public art in the capital project, then the request will include provisions for public art to the extent allowable by the grant source.

#### **Private Fundraising**

The City should consider seeking support from individuals, corporations and foundations and other granting organizations to support the commissioning

and acquisition of public art, as well as activities necessary to the success of the Public Art Program, such as education, community engagement, maintenance and conservation. Any funds raised through private fundraising would be held in the Public Art Fund.

#### **Partnerships**

The City should look for opportunities to partner with developers, companies, schools and others to realize public art projects utilizing resources from each partner.

#### **USES OF THE PUBLIC ART FUND**

Funds allocated for public art from any of the above sources should be in accordance with rules guiding the funding source and should be reserved for the following uses:

- Artist fees and artist travel and expenses that are related to the City's commissioning of a work of art as stipulated in a contract with the artist.
- Artwork fabrication, storage and installation per contract.
- Site work necessary for the installation of artwork, including landscape and hardscape improvements not covered by the base budget of a related Capital Project.
- Acquisition of existing works of art.
- Required permits and insurance during the fabrication and installation of the artwork per contract.
- Project consultants and contracted services if related to the commissioning, acquisition or conservation of artwork.
- Artist selection costs, such as artist travel and honoraria.
- Education and outreach, including collateral materials, symposia and special events.
- Publicity for public art projects.

- Curatorial and appraisal services.
- Conservation and maintenance.
- Public art planning.
- Plaques and interpretative signage related to the artwork.
- Other purposes recommended by the Public Art Committee and approved by City Council for the successful implementation of the Public Art Program.

Funds allocated to support the Public Art Program should not be used for:

- Mass produced work, with the exception of limited editions controlled by the artist.
- Artwork not recommended by the Cultural Arts Commission.
- Decorative, ornamental or functional elements that are designed by an architect or landscape architect that has been hired by the City to design related capital projects, if applicable.
- Purchase of existing works of art outside of the selection process.

#### **DONATIONS TO THE CITY**

Donations to the City are tax deductible. However, if a grantmaker or donor prefers to donate to a nonprofit, 501c (3) organization, the City should consider utilizing the Parks and Recreation Foundation to accept donations.

#### **ROLES AND RESPONSIBILITIES**

This section outlines the roles that various players, such as the City Council, the Public Art Committee and City staff, will play in making Olathe's Public Art Program successful. This plan recommends the development of several new structures, which are detailed below. These are some of the key recommendations:

- A part- or full-time position of *Arts Program Coordinator* is necessary to provide professional guidance and administrative support for the Public Art Program. (This might be part-time if the role is limited to public art, but could grow to a full-time position if expanded to include other arts and culture responsibilities for the City.) This role could be filled by a part-time contracted consultant if administrative functions were executed by other staff.
- A *Public Art Committee* should be formed as a committee of the City Council, with peer oversight of public art policies, plans, commissions, acquisitions, gifts and loans and de-accession.
- *City Council* retains oversight over public art budgets, Work Plans, Project Plans, as well as approval of policies and removal of work from the City collection.

#### **OLATHE CITY COUNCIL**

The Olathe City Council consists of seven members. The Mayor and two members are elected at-large, and the other four are elected by their respective wards. The City Council will have approval of Project Plans, as well as de-accessioning of art.

##### **ROLES**

- Approve the Annual Public Art Work Plan.
- Approve Project Plans.
- Approve contracts over a certain dollar threshold.
- Approve public art policies.
- Approve gifts and loans of works of art.
- Approve de-accession of works of art.





Fairview Park

#### **OLATHE CITY STAFF / ARTS PROGRAM MANAGER**

Different City staff will be involved with projects periodically throughout the commissioning process.

- City Manager's office – Provides overall leadership, manages budgeting process, approves contracts, brings matters to City Council.
- Planning and Development Department – Ensures public art plans are consistent with other city planning efforts.
- "Host" department – The City department that oversees where the art is located. Collaborates on project development, maintains artworks on its sites, as well as the sites themselves.
- Parks and Recreation Department – Staffs the Public Art Program. A Parks and Recreation Department staff person will be the primary contact for all Public Art Program matters, and will staff the Public Art Committee. This position is referred to as the Arts Program Coordinator. Public art responsibilities may be a part of an existing Parks and Recreation Department employee's responsibilities, or could be hired out to a qualified contractor, or could grow to be a part or full-time position.

#### **ROLES OF ARTS PROGRAM COORDINATOR**

- Maintain liaison with Public Art Committee and facilitate meetings.
- Prepare annual public art work plan and budget.
- Manage all aspects of commissioning and acquiring works of art, including:
  - Draft Project Plans.
  - Draft and issue RFQs and RFPs.
  - Organize artist responses.
  - Organize and facilitates Art Selection Panel meetings.

- Maintain communication with artists, City Manager, City Council and other stakeholders.
- Prepare and negotiate contracts.
- Approve contracts under a certain threshold.
- Perform technical review of concept proposals.
- Inspect at fabrication stage.
- Coordinate scheduling of installation with artist.
- Ensure that the City's public art policies and procedures are followed.
- Ensure that the City's public art collection is properly documented, maintained and conserved.
- Develop materials and programs to inform and engage the public about the City's public art collection.
- Write grants and solicit funds to support the mission and goals of Olathe's Public Art Program.
- Oversee the review of donated work.
- Oversee the review of developer art projects.
- Oversee the review of works being considered for de-accession.

#### **PUBLIC ART COMMITTEE (PAC)**

The Public Art Committee is a citizen-based committee that advises the City of Olathe on matters related to the Public Art Program. The Public Art Committee will consist of seven members who will be nominated by the Mayor and approved by City Council. Members of the Public Art Committee will serve in four-year terms and can serve a maximum of two consecutive terms. The Public Art Committee will annually select one member to serve as Chair. The committee will be managed and staffed by Arts Program Coordinator. The composition of the committee should include people with a history of professional or volunteer experience in the visual arts,



previous civic involvement and an interest in contributing to the development of Olathe's Public Art Program. A City Council member may be appointed by the Mayor to serve as a Council liaison to the PAC. In addition, the City Manager or his/her designee will serve as an ex-officio, non-voting member.

#### **ROLES**

- Review and provide input into Annual Public Art Work Plan.
- Review and provide input into Project Plans.
- Serve on Art Selection Panels, in addition to other stakeholders.
- Review and approve artist concepts.
- Review and approve proposed donations of artwork.
- Provide input to staff on the review of artist selection and concept proposals for public art in private development
- Review and make recommendations regarding the de-accession of artwork from the City's public art collection.
- Make recommendations regarding proposed revisions to public art policies and procedures.
- Advise and assist the City in raising funds to support the Public Art Program.
- Serve as an advocate for public art in Olathe.

#### **ART SELECTION PANEL**

An Art Selection Panel is an ad-hoc panel of the Public Art Committee that reviews artist qualifications and artist concept proposals and makes recommendations to the City Council regarding artist selection. Each panel is comprised of the Public Art Committee plus additional project-specific stakeholders and subject matter experts as necessary.

#### **ROLES**

- Review artist qualifications and select finalists.
- Review artist concepts/interview artists and recommend final selection.

### **PLANNING TOOLS**

#### **ANNUAL PUBLIC ART WORK PLAN AND BUDGET**

The Arts Program Coordinator, with input from the Public Art Committee and the City Manager's Office, will develop an Annual Public Art Work Plan that outlines proposed public art activities and projects, and details the uses of City funds for the coming fiscal year, and anticipates activities, projects and uses of funds for the coming three years. The Annual Public Art Work Plan lists new and ongoing public art projects, including location, allocation, artist selection process or artist (if already selected), anticipated completion date and a brief project description.

The Work Plan should specifically address:

- Which projects will be funded through Percent for Art Fund or other funding, and the budget for each project.
- Planned maintenance and conservation, and the anticipated budget.
- Planned communications activities, and a budget.
- Any other anticipated projects or needs for the Public Art Program with associated costs.

The Work Plan will be reviewed by the Public Art Committee and forwarded to City Council for consideration as part of the City's annual budget development process. Once a public art project is in an approved Annual Public Art Plan, the Public Art Program may proceed with the commissioning or acquisition of artwork.

## PROJECT PLAN

The Arts Program Coordinator will develop a Project plan that guides each public art project. The Project Plan should outline each aspect of the project, including:

- A description of the project's location and other information regarding the proposed siting,
- The project goals, and how the project relates to the overall vision for public art in Olathe,
- Evaluation criteria against which the artist selection and Concept Design can be evaluated,
- The budget and funding sources,
- The project schedule,
- Project stakeholders,
- The artist's scope of work,
- The artist selection method,
- Recommended Selection Panel members with alternates, and
- A community outreach strategy.

The Project Plan should be informed by the Public Art Master Plan and other planning documents related to the site.

The Project Plan is developed by Arts Program Coordinator, in collaboration with relevant City Departments and the input of stakeholders. The Public Art Committee approves the Project Plan prior to the commencement of a project.

## OTHER CITY PLANS

Other City plans, developed by the City's planning department, or created as part of a complex capital project, such as a specific park master plan, are an important tool for identifying public art opportunities as public spaces are being planned. They can take into account specific community interests as well as a better

understanding of future infrastructure and development patterns as they pertain to a specific area, uses or program as they pertain to a park or facility.

## STANDARD PROJECT DEVELOPMENT PROCESS

The following outlines the general steps in the process of commissioning or acquiring (purchasing) a work of art, with an emphasis on defining the roles that City staff and City Council would each play. This process assumes the creation of a Public Art Committee, following the guidelines established by Resolution 99-1127 and creation of either a part-time or full-time Arts Program Coordinator position. These recommendations are discussed in the "Roles and Responsibilities" section.

### THE COMMISSIONING PROCESS

#### Define the Art Opportunity

The first step for a public art project is to define the general parameters of the project in a *Project Plan*. A *Project Plan* is an essential tool that documents all aspects of the project and can be used as a reference for all parties involved with managing and approving the project. As described above, each plan would discuss the proposed site, specific goals for the project, a budget, the timeframe, and the methods for community engagement and artist selection.

*The Arts Program Coordinator, with input from the Public Art Committee, develops the Project Plan and submits it to the City Council for approval.*

#### Select the Artist

In general, artists should be selected in a two-phase process. The Arts Program Coordinator staffs the artist selection process and serves as facilitator for selection meetings.

In the first phase, the Arts Program Coordinator issues a Request for Qualifications to artists. Interested artists



*Going West on the Old Santa Fe Trail, Kwan Wu, Mahaffie Stagecoach Stop & Farm Historic Site*



submit qualifications packages (generally a cover letter, resume, images of past work with descriptions, and references). Artists can be invited through an open call or by invitation. An ad-hoc *Art Selection Panel* reviews artist qualifications and selects finalists. Art Selection Panels often include members of the Public Art Committee; stakeholders for a given project (such as neighborhood residents); and individuals with relevant specialized expertise, who sometimes come from outside the community.

In the second phase, one or more finalists are invited either to develop a site-specific concept proposal for the project or to interview with the selection panel. If a concept proposal is requested, the artist would present a physical representation of the work (rendering, or sometimes a three-dimensional model), and written project description, materials and fabrication techniques, expectations regarding site preparation and infrastructure needs, a detailed budget and timeline. Artists should be paid a stipend for their concept proposals and, if applicable, reimbursed for their travel expenses. Artists should be given at least six to eight weeks to prepare a concept proposal. The *Art Selection Panel* reviews artist concepts and/or interview artists and *recommends* the selection of an artist to the Public Art Committee for approval.

#### **Execute the Agreement**

The City of Olathe enters into an agreement with the artist to develop a concept, develop final design documentation, fabricate and install the artwork. The agreement is *approved* by either the *City Manager* or *City Council*, depending on the size of the contract.

#### **Review the Artist Concept**

If the artist is selected based upon an interview, then the Art Selection Panel reviews the selected artist's concept design and recommends it to the Public Art Committee. Upon approval, the Public Art Committee

then recommends the concept to City Council for their approval.

#### **Monitor Final Design and Fabrication**

Prior to fabrication, the artist would take the concept through design development, further refining the design, fabrication techniques, materials, budget, etc. At this point, the artist may also need to have elements of their design reviewed and stamped by a licensed engineer in the State of Kansas. The artist should also submit the detailed design to the Arts Program Coordinator for technical review.

The Arts Program Coordinator would keep in regular contact with the artist through the fabrication of the work, including inspecting the work (photographically or in person) prior to installation.

#### **Oversee Installation**

The Arts Program Coordinator would work with the artist to ensure that all necessary site permissions and permits are obtained prior to installation, and that any site preparation or other infrastructure that is not being provided by the artist is in place (these details should be worked out in the artist proposal and agreement). City staff would also be involved in coordinating the scheduling of the installation and coordinating with necessary City departments and property owners.

If there are maintenance requirements for the work, the artist will provide detailed instructions to the Arts Program Coordinator. The City will be responsible for ensuring that the maintenance instructions are followed.

#### **Oversee Maintenance and Conservation**

Works of art should be cleaned regularly and/or otherwise maintained by the City department responsible for the facility, building or site in which the work of art resides. Works of art should be maintained in a manner appropriate to the medium and characteristics of the artwork, and in accordance with the Visual Artists Rights

Act of 1990. The City department should report any damage or conservation needs to the Arts Coordinator, and should not perform any non-routine maintenance unless requested.

In some cases, works of art will need special attention to ensure their proper appearance and longevity. For newly commissioned or purchased works of art, the artist should guarantee the work of art against any repairs for one year (unless otherwise stipulated in the contract). Periodically the City should conduct a conservation assessment of the works in the City's collection and ensure all necessary repairs are completed.

#### **THE ACQUISITION PROCESS**

In certain cases, the Public Art Committee could determine that it is in the best interest of the City to acquire, or purchase, an artwork directly from an artist or from a gallery. The reasons for purchasing a work instead of commissioning would be outlined in the Project Plan.

When the City wishes to consider purchasing an artwork, it should follow the procedures as outlined above, with the following modifications:

##### **Select the Art**

The Arts Program Coordinator would invite artists and/or galleries to submit images and descriptions of existing and available artwork. The information should include the artist's basic qualifications (résumé or bio, portfolio), an image of the artwork, dimensions, materials, date fabricated, condition, record of ownership and asking price.

A Selection Panel would be convened to review the existing work based on the goals and criteria outlined in the Project Plan, and make a recommendation.

Prior to forwarding a recommendation for purchase to the Public Art Committee, the Arts Program Coordinator should consider obtaining an independent, qualified

appraisal of the fair market value of the artwork and a professional art conservator's report on the condition of the artwork.

##### **Execute the Agreement**

The City would enter into an agreement of sale with the seller.

##### **Oversee Installation**

Depending on the nature of the agreement with the seller, the City may have to take full or partial responsibility for site preparation, design of foundations, landscape and hardscape, shipping and installation.

#### **GIFTS OR LOANS OF ARTWORK**

Private individuals, foundations, corporations or other organizations may wish to give or loan the City of Olathe work or works of art for public display. These gifts and loans can be a great way to enrich public spaces. However, it is important to consider carefully whether the gift or loan meets the vision and goals of the Public Art Program and ensure that the related costs and risks of the gift or loan are understood.

The Public Art Committee should review and approve acceptance and display of gifts and loans of works of art greater than 90 days. The Public Art Committee may choose to include additional stakeholders in the review process. Loans of 90 days or fewer can be approved by the City Manager.

When reviewing potential gifts and loans, the Public Art Committee should consider the evaluation criteria outlined in this plan on page 31. Gifts and loans should also be reviewed by city staff using the technical review criteria outlined on page 30.

Once the loan or gift has been approved, a written agreement should be prepared detailing the roles and responsibilities of the City of Olathe and the entity lending or donating the work of art.

## **PUBLIC ART IN PRIVATE DEVELOPMENT**

Many of the private development projects in Olathe may offer opportunities to further the vision outlined in this Public Art Master Plan. These opportunities should be pursued as the City negotiates development approvals and financial incentives for development projects.

### **DEVELOPMENT PROJECTS ELIGIBLE FOR CONSIDERATION**

Development projects that meet each of the following three criteria should be considered a candidate for public art.

1. The project must be either receiving City assistance through an economic incentive agreement or is requesting a variance from standards set in the city's comprehensive plan or "Uniform Development Ordinance."
2. The project must involve commercial (office, retail, hotel), multifamily residential, mixed-use or institutional (research, hospital, cultural and educational) development. Projects located in Industrial zoned district should not be considered a candidate for public art.
3. The project is at least 75,000 square feet in size.

Any development project that meets the above criteria should be reviewed by City staff to determine whether it includes any opportunities to implement a public art project or projects that support the vision for public art outlined in this plan. If opportunities exist, they should be the priority for public art investment. If no opportunities exist, then the developer will contribute to the Public Art Fund.

If a property is sold after an agreement is reached with the City, and the new owner develops under that agreement, the public art portion of that agreement shall be binding on the new owner. This provision should be recorded in any development approval concerning public art.

## **FINANCIAL EXPECTATION**

The guidelines for the financial expectations for public art take into account both the scale of the development and the type of development that is occurring. Based on this, we propose an expectation of \$0.50 per square foot for buildings (commercial, residential, retail, institutional, mixed-use) and \$15.00 per parking space for parking structures (whether self-standing or integrated), with a maximum of \$500,000 per building.

For multi-phase or multi-building developments, this expectation would be calculated on a building-by-building basis, though funds could be aggregated within the larger master planned development to create a project of larger impact.

## **OTHER EXPECTATIONS**

Olathe's priority is for the public art commissioned by developers to reflect the vision, goals and opportunities outlined in this plan. Therefore, their projects should follow the goals for the various types of projects set forth elsewhere in this plan.

### **Commercial Expression**

Public art projects should not include any form of commercial expression, including logos, color or audio motifs, slogans, themes or any other components that are suggestive of a commercial entity's identity, branding or marketing. The only exception would be a logo indicating the sponsorship of a project, on signage or digital media placed near the project, but not on any structure supporting the art project, that identifies the project. Public art projects should not be seasonal or thematic displays (e.g., lights related to holidays or fundraising causes).



### **Duration**

Public art created as a part of a development project should remain for the life of the development. Conversely, a developer may choose to create a permanent location for changing art, or endow or provide ongoing funding to a cultural institution to program that location with changing artworks.

### **Architectural Integration**

Public art may be integrated into the architectural design or ornamentation of a building. In all cases, architecturally integrated art should be visible to the public, generally by incorporation into facades visible from major streets or public spaces, or at public entryways.

### **Landscape or Plaza Integration**

In the event that a development project includes a publicly accessible outdoor space, public art may be incorporated into the design of that space. The goal should be to integrate the public art into the broader public realm. The art project should be visible and easily accessible from a public street, not behind or between buildings or in semi-private areas like courtyards or upper-level spaces. The space, and the art, should be designed to provide full benefit to the entire community, not just the users of the property.

### **Streetscape Integration**

Public art integrated with streetscape design should be encouraged only to the extent that it supports the goals and recommendations of area plans that relate to that section of the city.

### **Indoor Art**

Interior art in private buildings, even in semi-public gathering places like atria or lobbies, should not be construed as fulfilling any agreement for providing public art as a benefit or amenity.

### **RECOGNITION**

The City of Olathe should pursue opportunities to recognize private developments that work with the City to install public art on private property. Recognition opportunities could include a uniform plaque/medallion placed near the artwork to recognize their contribution to public art in Olathe or promotion of the art and the business's contribution in City publications.

### **REVIEW PROCESS FOR PUBLIC ART IN PRIVATE DEVELOPMENT**

The commissioning of public art as part of private development will generally be led by the developer, with final approval by the City. Artists should be selected through a competitive process, facilitated by an arts professional such as a curator or a public art consultant. The commissioning process should follow the steps outlined below.

#### **1. Define the Opportunity**

The identification of opportunities for public art should begin at the planning level.

The City's intake review of development proposals should include an evaluation of whether there are any general or specific opportunities for implementing projects recommended in the Public Art Master Plan within the context of the development. If there are, the City should engage the developer in a conversation about incorporating this public art into their projects. The staff recommendations should be forwarded to the Public Art Committee. Public art agreements should be recorded in any economic development agreements.

Once the developer is ready to embark on the commissioning process, they will develop a Project Plan that will include goals, artist scope, selection method, budget and timeline. The Project Plan will be reviewed and approved by City staff. The plan will also be shared with the Public Art Committee.

## 2. Select the Artist

The developer takes the lead on selecting the artist, based upon the artist's qualifications or credentials and the goals and scope of the project outlined in the Project Plan.

The developer submits their selection to the City staff for approval. City staff will seek the input of the Public Art Committee in the review of the selected artist, and will use the approved Project Plan and the Criteria for Review in this plan as the basis of their review.

## 3. Execute the Artist Agreement

The developer executes an agreement with the selected artist for design, fabrication and installation of the artwork. This agreement should follow best practices with regard to the Visual Artists Rights Act of 1990 and should allow for reproduction rights to the City of Olathe for non-commercial purposes.

## 4. Review the Concept

The artist develops a Concept Proposal, including a physical representation of the work, a written project description, a description of materials and fabrication techniques, expectations regarding site preparation and infrastructure needs, a detailed budget and timeline. Once the Concept Proposal is approved by the developer, it is submitted to City staff for approval. City staff will seek the input of the Public Art Committee in the review of the Concept Proposal, and will use the approved Project Plan and the Criteria for Review in this plan as the basis of their review.

## 5. Monitor Final Design and Fabrication

The developer will monitor the final design and fabrication of the artwork by the artist and his/her contractors and delivery of the art to the site. The City should visually inspect or request images of the art in progress or before it is delivered for installation.

## 6. Oversee Installation

The developer and selected artist will oversee installation of the artwork. The developer is responsible for securing any necessary permits. The developer will include appropriate signage that includes the title, artist and year of the artwork. Installation should be complete within 180 days of receiving Certificate of Occupancy.

Upon installation, the developer submits to the City staff:

- Documentation of the work on-site, including digital photographs with attributions, diagrams of any structural support systems, artist, title, medium, dimensions, year of completion, brief description of the work of art, ownership and funders, address of building with which the work of art is associated, and contact person in case of any future questions about the work of art.
- Maintenance plan including the artist's recommendations/requirements for regular maintenance, and exceptional maintenance if the piece is damaged.
- Final cost of the art.

## 7. Ownership, Maintenance and Conservation

The property owner retains title to artworks that are placed on the owner's property. The property owner is responsible for maintenance of artworks that they own. The artist should supply the property owner with a materials list and maintenance protocol.

- If a property owner removes from view an artwork provided as a public amenity, the property owner must make a payment to the Public Art Fund equal to the amount of the original artwork to support public art.
- If a property is sold after the artwork is installed, the obligations regarding public art must be transferred to the subsequent property owner, or the owner must pay for the relocation / de-accessioning of the artwork as approved by the City.



*Reflective Spaces*, Phil Epp and Terry Corbett, Olathe City Hall



## CRITERIA FOR REVIEW

At various steps in the commissioning or acquisition process the Public Art Committee, Art Selection Panels and City Staff may have a role in reviewing the project. The following criteria should serve as a starting point for evaluation of projects at various benchmarks.

### CITY PROJECTS

#### Criteria for Evaluating Artist Qualifications

When evaluating artist qualifications for a city-commissioned public artwork, the Art Selection Panel should consider the following criteria. Additional criteria could be developed based upon the specific needs of the project.

- Artistic excellence and innovation as demonstrated by the artist's past work.
- The capability of the artist to develop a project that is consistent with the vision for public art in Olathe and specific project goals outlined in the Request for Qualifications.
- A demonstrated understanding of and interest in creating work for the specific site.
- Established proficiency in the use of materials appropriate for a public installation.

#### Criteria for Aesthetic Review of Artist Concept Proposals

When evaluating artist Concept Proposals for a city-commissioned public artwork, the Art Selection Panel should consider the following criteria. Additional criteria could be developed based upon the specific needs of the project.

- The concept demonstrates artistic excellence, maintaining high quality, innovation, creativity and clarity of vision.

- Overall understanding of the project and the ability of the Concept Proposal to respond to its goals.
- A clear understanding of the site, including how the artwork will be set into the physical environment.

#### Criteria for Technical Review of Artist Concept Proposals

When conducting a technical review of Artist Concept Proposals, City staff should consider the following criteria. Additional criteria could be developed based upon the specific needs of the project.

- Capacity to meet all safety and maintenance requirements as agreed upon by the City of Olathe.
- Feasibility of the Concept Proposal to satisfy the budgetary limits set forth by the City of Olathe.
- Availability to meet the project timeline.
- Consideration of all stages of fabrication and installation.
- Consideration of site issues such as permitting, installation staging, and availability of electrical or other utilities.
- Positive track record of delivering quality projects on schedule and on budget, as determined by past work and references from previous clients.

## GIFTS AND LOANS

#### Technical Review Criteria for Gifts and Loans

The City staff should first conduct a technical review of the proposed gift or loan. The review should focus on the following issues:

- An appropriate site has been identified.
- The work fits the vision of the Public Art Program.
- The work in question can legally be loaned or given to the City by the donor/lender (documentation should be kept on file by the Arts Program Coordinator).



- The financial costs connected with accepting the gift are known and can be met, including, but not limited to, shipping, shipping insurance, site preparation, installation, proper signage, insurance, landscaping, lighting, conservation and maintenance.
- The work poses no safety or liability concerns.
- Appropriate recognition for donors and lenders of artworks can be provided.
- Maintenance and conservation requirements can be met.

#### **Aesthetic Review Criteria for Gifts and Loans**

The Public Art Committee should review the proposed gift or loan for aesthetic and site considerations. When reviewing the work the Public Art Committee should take into account the following:

- Meets the definition of Artist, as defined in this Public Art Master Plan.
- The artwork supports the City's vision for public art.
- The artwork demonstrates excellence in aesthetic quality, workmanship and creativity.
- The artwork is appropriate to the site in scale and form, and is of materials/media suitable for the site.

#### **PRIVATE DEVELOPMENT PROJECTS**

##### **Criteria for Evaluating Artist Qualifications**

City staff and the Public Art Committee should use the following criteria to approve the artist selected for a private development public art project:

- Meets the definition of Artist, as defined in this Public Art Master Plan.
- Demonstrates artistic excellence, innovation and originality as represented in past work.
- Demonstrates capacity for working in media and with concepts appropriate to the project goals and site.

- Demonstrates experience in successfully completing works of similar scope, scale, budget and complexity, or ability to articulate how he or she would be able to bring the necessary artistic and technical skills to this project.

##### **Criteria for Evaluating Artist Concepts**

City staff and the Public Art Committee should use the following criteria to approve the Concept Proposal for a private development public art project:

- Follows the vision and guidelines articulated for public art in private development outlined in this master plan.
- Demonstrates excellence in aesthetic quality, workmanship, innovation and creativity.
- Demonstrates appropriateness in scale, form and is of materials/media suitable for the site.

#### **COLLECTION MANAGEMENT**

City of Olathe should adopt documentation practices for the conservation and maintenance of artworks, and the process for de-accessioning or relocating artworks in the City's collection. The City will ensure that the Public Art Collection is properly maintained and preserved, that a periodic assessment of conservation needs is made, and that proper records regarding the works in the collection are kept. The Public Art Committee will review and approve the de-accession or relocation of works in the City's Collection, using a strict set of criteria and subject to final approval by City Council.

##### **DOCUMENTATION OF THE COLLECTION**

An important aspect of collection management and, ultimately, long-term maintenance of the collection is keeping accurate, updated records of the public art collection. The main aspects of this are identifying the project on-site, keeping accurate records for each

project, and maintaining a comprehensive inventory of the collection.

#### **Project Identification**

A uniform plaque stating the artist's name and artwork title should identify each artwork and the date it was dedicated. The plaque should be placed in an appropriate location near the artwork that can be easily viewed by pedestrians.

#### **Project Records**

A file should be maintained for each commission or acquisition that contains information such as:

- A copy of the artist contracts
- Copies of project correspondence
- The maintenance instructions provided by the artist and subsequent conservation records
- Plans and drawings generated by the artist during the commissioning process
- Hard copy images
- Media clippings

#### **Inventory**

A full inventory or database of the collection should also be maintained by the City. This inventory could include information such as:

- Name of artist
- Title of work
- Location (kept in a format compatible with the City's GIS system)
- Year completed/installed
- Owner of work
- Media
- Dimensions

- Budget/cost and source of funds
- A brief description of the work suitable for publication
- Maintenance and conservation needs as defined by the artist and conservation assessments
- Schedule of maintenance or conservation needs
- Conservation history
- A unique number assigned to each work of art that can be used for cross-referencing with hard files and other digital files.

#### **CONSERVE AND MAINTAIN THE COLLECTION**

Public art is a community asset that should be properly maintained. Conservation and routine maintenance should be undertaken to preserve artworks in the best possible condition.

Conservation is the regularly scheduled examination, documentation, treatment and preventative care of public art conducted by a professional art conservator. Maintenance is the routine care and repair of works of public art that does not require specialized expertise (i.e. dusting, washing, lubrication of moving parts).

To assist in the maintenance and conservation of the City's public art collection, information on each work of art commissioned, leased, loaned, or owned outright by the City should be kept on file with City on a standardized maintenance and conservation worksheet. Works of art on loan should be maintained in accordance with the requirements of, and in collaboration with, the lender.

#### **Conservation**

The City should regularly conduct, or hire a professional conservator to conduct, a survey of the condition of each work in the City's collection and make recommendations for conservation, cost estimates, and a recommended schedule for implementation.

In addition, the City should take steps to identify conservation needs prior to the fabrication and installation of new works. The City should consider requiring that artists consult with a conservator during the design development phase of the project to identify the conservation needs of the project. Alternately, the City could have design documents reviewed by a conservator hired by the City prior to executing the fabrication and installation portion of a contract.

#### **Routine Maintenance**

Routine maintenance of public art located on City property should be the responsibility of the City Department that maintains the facility and/or site where the art is located. Works of art should be maintained in a manner outlined in the above-mentioned maintenance and conservation worksheet, appropriate to the medium and characteristics of the artwork, and in accordance with the Visual Artists Rights Act of 1990. The City Department should not conduct any non-routine maintenance or conservation unless requested. The City Department should notify the Arts Program Coordinator immediately if an artwork is damaged or stolen, or if the City Department plans to move the artwork or in any way alter its site. Any work that is recommended for relocation or de-installation should be subject to the de-accessioning policy. De-accession is a term for the permanent removal of a work from the City's public art collection by selling, donating or destroying it. The City should seek to ensure the ongoing integrity of the artwork and the sites for which they were created, to the greatest extent feasible, in accordance with the artists' original intentions, and consistent with the rights afforded by the 1990 Visual Artists Rights Act. However, there will be circumstances when the City will deem it necessary to remove a work of art.

The Public Art Committee should review any proposal for de-accession or relocation of an artwork. Consideration

of de-accession should involve the same degree of careful review as a decision to commission a work of art; decisions should be informed by professional judgment and in the interests of the public. In addition, works of art commissioned with the intention of permanent display should only be considered for de-accession after being in the collection for a minimum of 10 years.

#### **Procedure**

- The City should not remove any artwork from the site for which it was selected, nor remove it from display, without prior review of the Public Art Committee and Olathe City Council.
- The Public Art Committee shall review the circumstances surrounding the proposed de-accession. The PAC may choose to hold a public meeting for the purpose of gathering community feedback on a proposed de-accession or removal or gather community input through other methods.
- The Public Art Committee may recommend de-accession or removal of a work of art for any of the following conditions:
  - + The condition or security of the artwork cannot be reasonably guaranteed;
  - + The artwork requires excessive maintenance or has defaults of design or workmanship and repair or remedy is impractical or unfeasible;
  - + The artwork has been damaged and repair is impractical or unfeasible;
  - + The artwork endangers public safety;
  - + Significant changes in the use, character, or design of the site have occurred which affect the integrity of the work;
  - + Significant adverse public reaction has been documented over an extended period of time (a minimum of five years);

- + The work is of inferior quality or is judged to have little aesthetic and/or cultural value;
  - + A suitable location for the artwork has been identified that better satisfies the original goals of the project; or
  - + The artist requests removal due to concerns listed above.
- During the review process, unless there is imminent danger to the public, the artwork shall remain accessible to the public in its original location.
  - The Public Art Committee will make a recommendation to the Olathe City Council. The City Council should review this recommendation and make the final decision regarding de-accession and removal.
  - The Arts Program Coordinator should make a good faith effort to notify the artist that his or her work is being considered for de-accession.





Mahaffie Stagecoach Stop & Farm Historic Site

# ART + PLACE: PUBLIC ART OPPORTUNITIES FOR OLATHE

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Art + Place identifies different categories of public art opportunities that the City of Olathe should pursue over the next five to ten years. It includes public art connected to major City capital projects, a special category of High Impact Projects, a continuation of temporary exhibition, and projects designed to tell important stories about the people and places that make Olathe unique.

The projects identified below represent the best opportunities for public art that could be anticipated at the time of the writing of this plan, as well as guidance on identifying and evaluating other opportunities as they arise. The viability of these specific opportunities may change over time, and new opportunities will arise. Each year the Public Art Program will produce an Annual Public Art Work Plan that will identify specific opportunities for the coming year. This Public Art Master Plan is one guiding document to inform the Work Plan, as well as updated Capital Improvement Plans and other City plans.





Raven Ridge Park

### **COMMUNITY PLACES: PUBLIC ART AS PART OF COMMUNITY PARKS, TRAILS AND FACILITIES**

Over the next five to ten years, the City will be renovating major community-scale parks, expanding its trail system, and building or renovating community facilities. When a major capital project is underway, the City should incorporate public art projects that enhance these facilities. The conversation about how to incorporate public art should happen early-on in the planning or design for the capital project.



## **PARKS**

People in Olathe love the City's parks. They are one of the many standout qualities that make Olathe a desirable place to live. According to our survey, parks are also the number one place that people take visitors to show them what Olathe is all about.

Parks should be a major focus for new public art projects. Public art in parks can include stand-alone works of art, as well as artist-designed park infrastructure, furniture or other features, or even platforms for the incorporation of temporary public art.

Over the next several years, several of Olathe's parks will be undergoing major capital improvements. These renovations create an excellent opportunity to commission public art that can be thoughtfully incorporated and integrated into the park improvements, and be considered as part of the overall park program and plan. Parks slated for improvements over the next decade include:

- Cedar Lake Park,
- Lake Olathe Park,
- Lone Elm Park (phase 2),
- Black Bob Park and Pool,
- Prairie Center Park, and
- Stagecoach Park (phase 3).

### **Process**

Two of the parks that will be receiving major capital improvements will first be master planned. These two parks, Cedar Lake and Lake Olathe, were recommended in the City of Olathe Parks and Recreation Master Plan to become signature parks for the city. For these two parks, in particular, a public art strategy for each park should be developed as part of the master planning process. The strategy would identify specific goals for public art at each park, identify possible art locations and approaches,

recommend a budget for art, and a timeline. Once the design phase for the capital project is underway, the Public Art Program would then develop a Project Plan (or Plans), based upon this strategy, and begin the commissioning or acquisition process.

Should there be a master planning phase for other parks capital projects, a public art strategy should be developed alongside the park master plan. If not, Parks staff should develop a Project Plan during the design phase for the capital project.

In parks, artists could be commissioned to develop site-specific, stand-alone works of art. Strong consideration should also be given to commissioning artists to integrate their work into the park features and infrastructure, such as artist-designed pavilions, play sculptures, plazas, bridges, gathering areas, wetland mitigation and stormwater management.

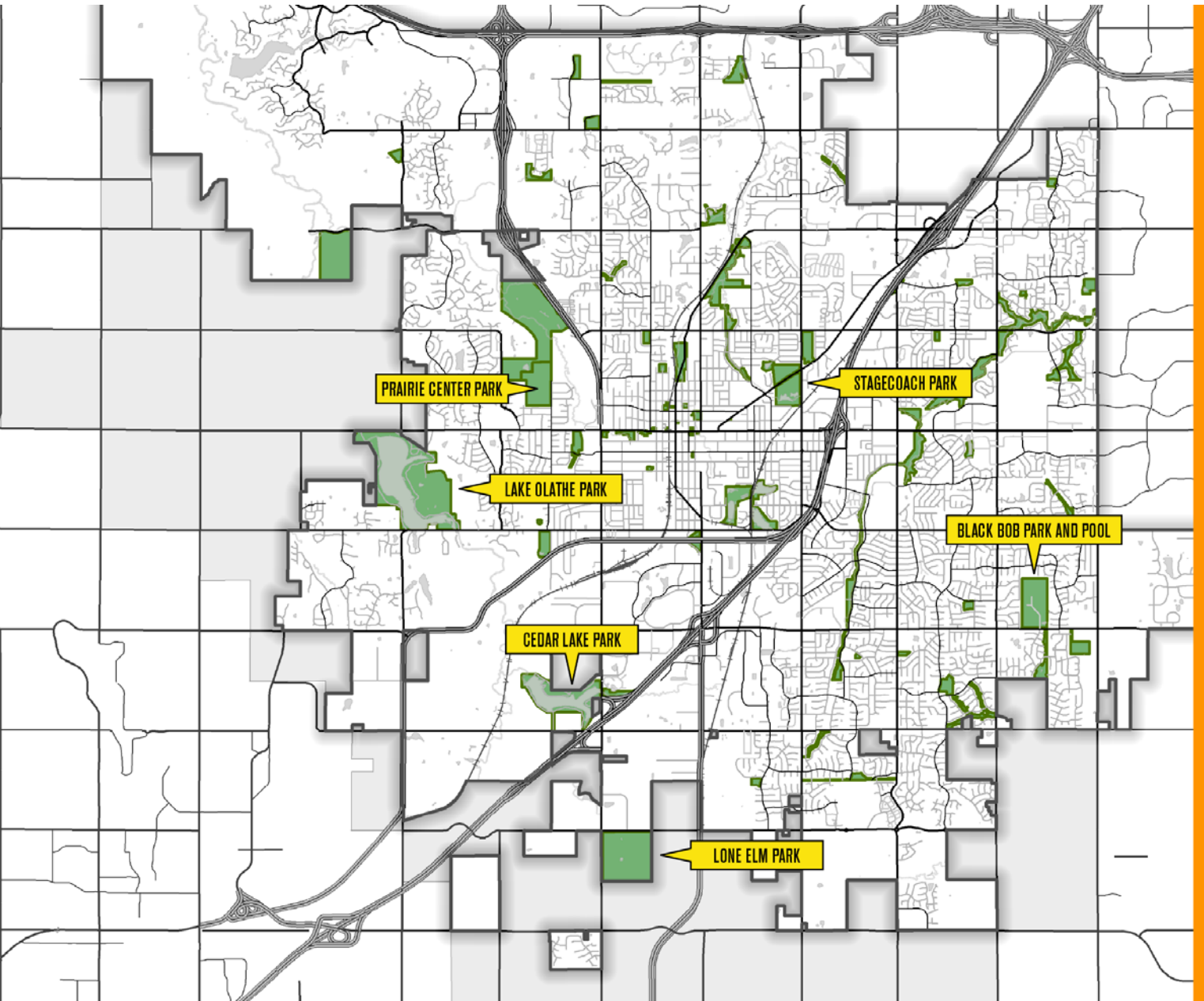
Public art in parks should be commissioned using the standard project development process outlined above.

### **Goals for Public Art in Parks**

Public art in parks provides an opportunity to reflect the unique character of the natural landscape and support the specific program for the park. While goals for public art should be developed in detail for each park, in general public art in Olathe's parks should address some or all of the following goals:

- Complement and enhance the visual appearance and design of the park or facilities.
- Support the overall uses of the park.
- Strengthen and enhance gathering places.
- Encourage and promote sustainability.

**PUBLIC ART OPPORTUNITY SITES: PARKS**  
PARKS IN OLATHE WITH PLANNED CAPITAL PROJECTS



## TRAILS

The City of Olathe has a growing and well-used, off-road trail system, designed for cyclists, pedestrians and runners to share. The system currently includes 22 miles of trails, and will be expanding in years to come. The trail system intersects with many City parks, schools and other destinations.

Public art along trails should focus on three types of spaces:

- Tunnels where the trail passes under a roadway.
- Places where the trail system intersects with significant destinations such as schools, parks or retail areas.
- Trailheads.

### Process

Trail tunnels can be an excellent place to begin introducing art as part of the trail system. These projects could also be accomplished by a lead artist working in-residence at one of Olathe's High Schools, whereby the artist would lead the design of the project, with input from students, and students can be involved in the execution of the project. Relatively lower in budget and able to be accomplished on a shorter timeline, these projects can be quick wins for the program and demonstrate new ways of artists working in the community. After developing an initial Project Plan, artists should be selected using the standard project development process, with a criteria being experience working collaboratively with students.

Other sites for trail projects should be considered as part of the public art programs annual planning process and weighed against other parks and trail opportunities. Criteria for evaluating a possible public art opportunity on a trail should include:

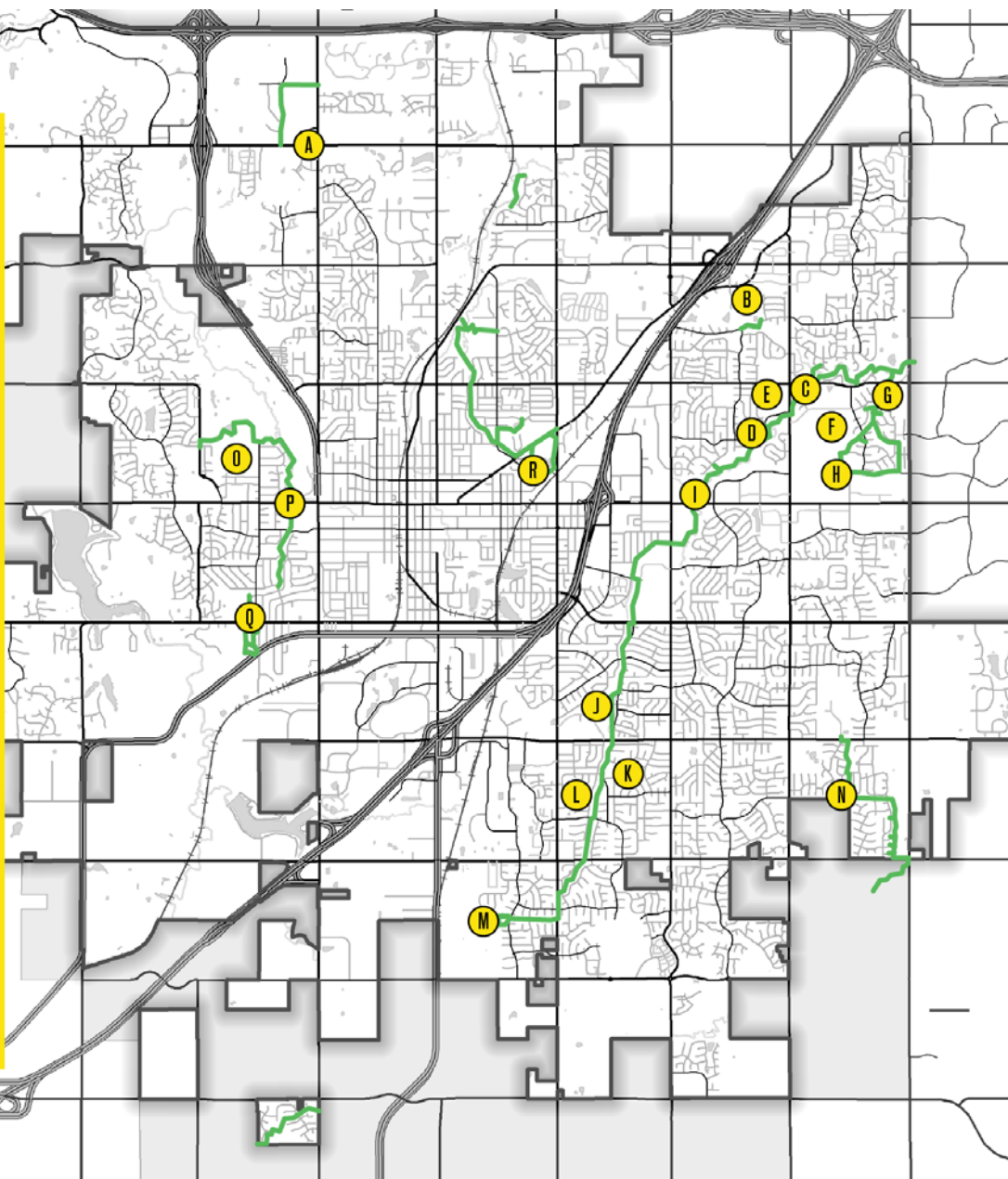
- Is the site part of a capital improvement project where the trail art can be integrated into the overall design of the space?
- Does the site lend itself to exploring an aspect of Olathe's history or identity?
- Will the project elevate the visibility of the trails, especially at key entry-points and intersections as places of interest?

### Goals for Trail Public Art Projects

The goals for public art will vary depending on the siting of the artwork. Potential goals for public art along trails may include:

- Add a colorful and inspiring moment (especially in tunnels, which sometimes can be perceived as a dark or unwelcoming space).
- Draw attention to places where the trail system connects to community destinations.
- Elevate the overall visibility of the trail system.

- A. Meadow Lane Elementary School
- B. Arapaho Park
- C. Trail Parking and Trailhead
- D. Frontier Park
- E. Indian Creek Library
- F. Eastbrooke Park
- G. Trail Underpass
- H. Regency Place Elementary
- I. Trail Underpass
- J. Arrowhead Park
- K. Scarborough Elementary School
- L. Southdowns Park
- M. Hampton Park
- N. Manor Park
- O. Prairie Center Park
- P. Trail Underpass
- Q. Oregon Trail Park
- R. Stagecoach Park





## CITY FACILITIES

The City owns and operates a range of public facilities, including City Hall, libraries, the Olathe Community Center and public safety facilities. Though many of Olathe's facilities are good candidates for public art, not all will be. The following criteria should be used to prioritize which facilities should be considered for public art projects.

- Priority should be given to City facilities where there is a major capital improvement, such as new construction or major renovation that is taking place and would enable the public art to be integrated into the overall construction project.
- Priority should be given to City facilities that are purpose-built for community use, i.e.: libraries and community centers
- City facilities that are not purpose-built for community use, but are in a prominent, highly visible, gateway location with a high volume of car or pedestrian traffic should be considered for public art projects.

Current projects in the City CIP that meet this criteria include the Police Headquarters Expansion and the Fire Training Center. Future CIP projects may include a renovation or replacement of the downtown Olathe Public Library and an expansion of the Indian Creek Branch of the library.

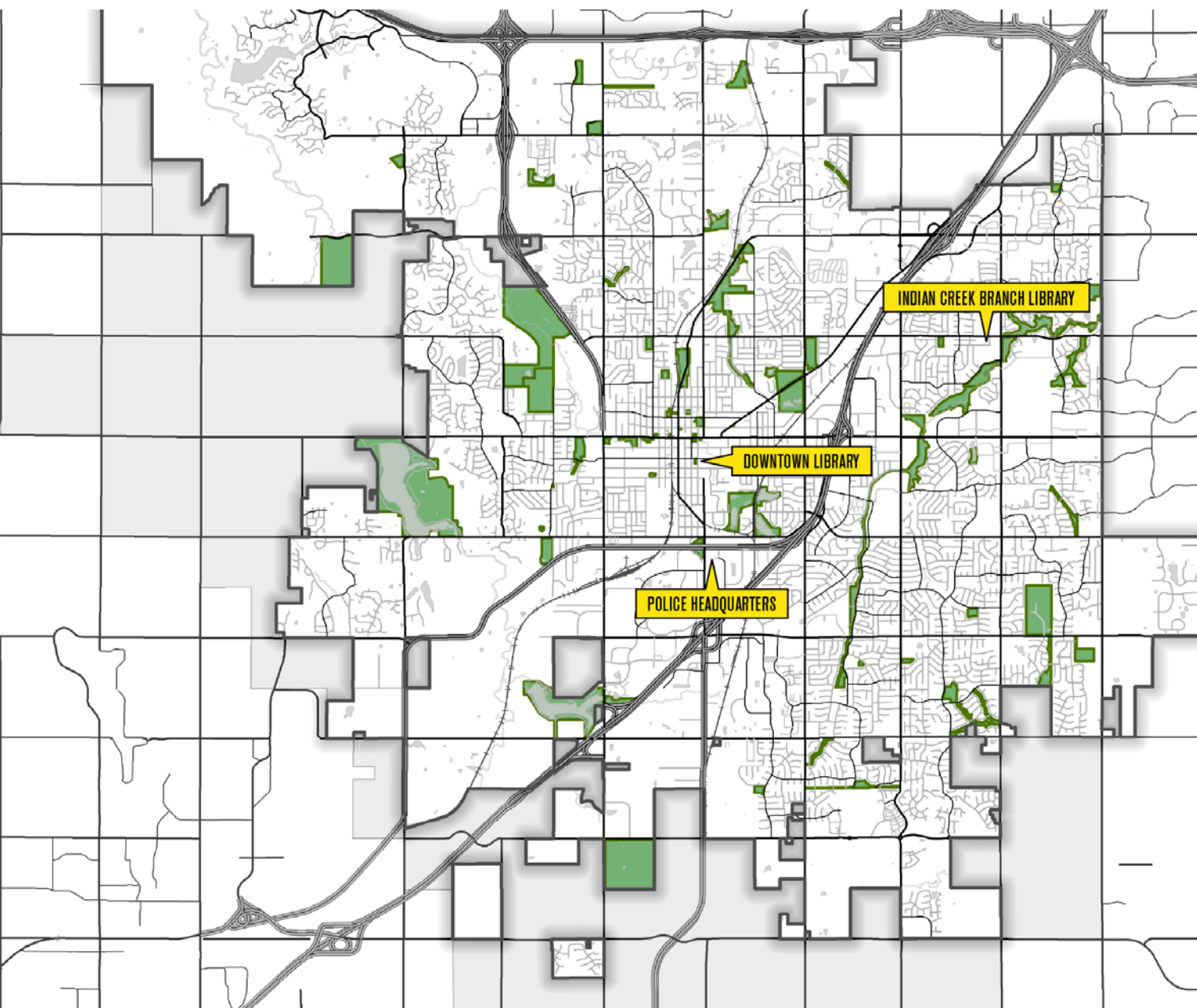
### Process

The public art program should monitor City facility capital improvement projects that meet the above criteria. When the design process for the capital project begins, the public art program should develop a Project Plan and commence with artist selection. Facilities public art projects should be commissioned using the standard project development process outlined above.

## Goals for City Facility Public Art Projects

As with parks, many City facilities are the centers of community activity. Public art in City facilities should address some or all of the following goals:

- Add to the richness and welcoming nature of these places.
- Create a unique identity for the facility.
- Enhance and complement the facility design.
- Complement the facility's use.



## **GATEWAYS AND DESIGN ENHANCEMENTS: PUBLIC ART AS PART OF TRANSPORTATION INFRASTRUCTURE**

Transportation infrastructure capital projects can be opportunities for the City of Olathe to create new gateways and to enhance the experience of driving or walking through the community.

Gateway public art projects are projects that create a sense of entry or arrival. They are generally situated along major roadways, and typically mark the entry to the City as a whole or to an area within the city, though they can sometimes be centrally located to create a "you are here" statement.

The City should commission public art that serves as gateways in highly visible locations and in conjunction with transportation capital projects. These projects can be led and funded by the City, or can be partnership projects between the City and KDOT and/or private developers and property owners.

Some gateway projects may lend themselves to commissioning a signature, site-specific artwork, and other may be a better fit for inviting an artist to work with the overall design team to develop elements of the infrastructure design (i.e.: concrete formliners, bridge piers, bridge ornamentation, railings, lighting, paving patterns).

In addition to sites driven by transportation capital projects, the City's existing and new roundabouts are potential candidates for public art. Roundabouts in high-traffic locations that have good sight-lines from a distance can lend themselves well to sculpture that helps define or identify a particular area of the City.

Finally transportation capital projects in areas that are designed to be pedestrian-oriented should also be a priority for public art that enhances and helps create a distinct identity for an area. These could be site-specific

works of art or artist designed site furnishings (i.e.: benches, tree grates, bike racks, paving treatments).

### **Process**

Transportation-related projects would generally be initiated when the City (and/or KDOT) is doing a major capital projects that would lend itself to the incorporation of public art. Existing roundabout would be the exception, with artwork coming in and being retrofitted into the space.

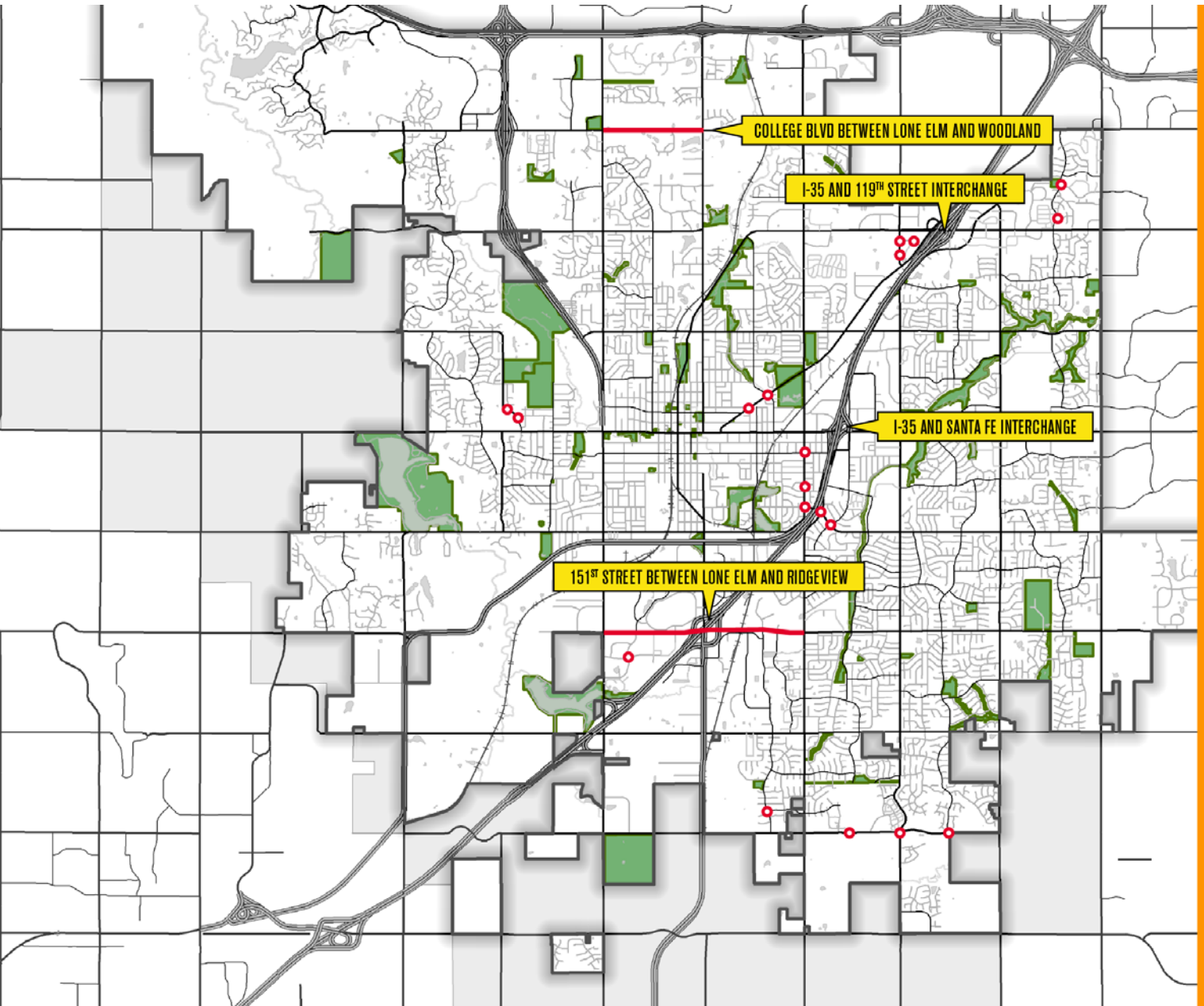
The public art program should monitor City capital projects that meet the criteria outlined for percent for art funding for transportation projects. Projects identified in the 2016 Capital Improvement Plan would include:

- I-35 and 119th St. interchange. This is currently in study but could result in a major capital project at this location.
- I-35 and Santa Fe. This may result in the re-design of this intersection, creating an opportunity to incorporate art.
- College Blvd. between Lone Elm and Woodland. The median planned for this stretch of College Blvd. could be ideal for a linear public art project.

Places that could be ideal sites for gateway projects that could include partnerships with private developers / businesses would include 151st St., east and west of I-35, which could also result in a linear project.

Roundabouts should be evaluated based on their visibility and site-lines, whether they serve as an important gateway to the City of Olathe or a significant area of the City. Artwork in new roundabouts could be conceived as part of the overall capital project, but adding work to existing roundabouts would require retrofitting work onto the site and funding through other sources. These could also be opportunities to partner with neighboring developers, businesses and intuitions. Existing roundabouts include:





- Kansas City Road at E. Prairie St. and N. Buchanan St.
- Kansas City Road at N. Nelson St. and N. Church St.
- Renner at Bass Pro Drive
- Renner south of Bass Pro Drive
- Bass Pro Drive
- Rogers Road at E. Sheridan Street
- S. Clairborne Road at E. Sheridan Street
- S. Ridgeview Road and Loula Street
- S. Ridgeview and E. Sheridan St
- Warwick St and 165th Street
- 167th Street and Mur-Len Road (maintained by developer)
- 167th Street (east of Mur-Len Road, cross street not built at this time) (maintained by developer)
- 167th Street (west of Mur-Len Road, cross street not built at this time) (maintained by developer)
- Hedge Lane and W. Spruce
- Hedge Lane and N. Cedar Hills Street
- S. Greenwood Street & W. 118th St
- S. Greenwood St & 116th St
- 153rd and S. Olathe Medical Center Pkwy (has an artwork, provided by the Olathe Medical Center)

Once a transportation-related project is deemed to be a good fit for public art, the next step is to include the project in the Annual Public Art Work Plan, and then, when the time is right, further identify the scope, budget and role of the artist in a Project Plan. Transportation public art projects should be commissioned using the standard project development process outlined above.

#### **Goals for Public Art as Part of Transportation Infrastructure**

Public art projects at gateways and corridors should reflect one or more of the following goals:

- Create a stronger and more visually interesting sense of arrival to Olathe or to areas within the city.
- Welcome people to Olathe and let them know they are in a place that values art and culture.
- Reflect an aspect of Olathe's landscape, history and/or culture.
- Be visible from a moving vehicle, both day and night.



*Sprout*, Beth Nybeck, Civic Center Park

## HIGH IMPACT PROJECTS (HIP)

Olathe has the opportunity to make some bold and exciting moves through the Public Art Program, and communicate its commitment to art, culture and creativity. Over the next five to ten years, the City of Olathe should focus doing a small number (two to three) of high impact public art projects. This approach will contribute strong visual images or icons for Olathe and help create a sense of place at their particular site. Such projects would put Olathe on the public art map, and make it distinct from anywhere else in the region.

These larger-scale projects would be thoughtfully placed in order to be enjoyed by the community and to be known from beyond Olathe. The projects should include at least one gateway or corridor project, and at least one gathering or social space in a community park or downtown. Artists selected for these projects would be nationally or internationally known and the scale of the work would grab attention.

### SITING

Candidate sites could include one or more of the "Community Parks, Trails and Facilities" and "Transportation Infrastructure" projects described above, but with a more ambitious set of goals and a higher budget (a minimum of \$350,000 per project/site based on comparable projects). Other sites may emerge in future capital projects or through City planning.

Criteria for evaluating whether a site is appropriate for considering a High Impact Project should include:

- The site is in a place that is strongly identified as Olathe, either because of its central location or because it is in a well-known and well-used part of the city.
- The site is highly visible, with a large audience.
- The site is part of a larger improvement project,

allowing the artwork to be fully integrated into the overall design of the site.

- The site lends itself well to the incorporation of artwork, both visually and technically.
- If the project would need to include other partners, such as KDOT, those partners are willing.
- There are sufficient funds to create a work that would be appropriate for the site.

As of the writing of this master plan, the specific sites that would meet these criteria include:

- Cedar Lake Park and Lake Olathe Park, as part of the capital improvements that are currently being planned.
- The I-35 and 119th St. interchange, in conjunction with a re-design of the interchange and overpass replacement
- The I-35 and Santa Fe interchange, in conjunction with a re-design of the interchange and overpass replacement
- 151st Street medians, east and west of I-35, in collaboration with neighboring corporations, developers and institutions.

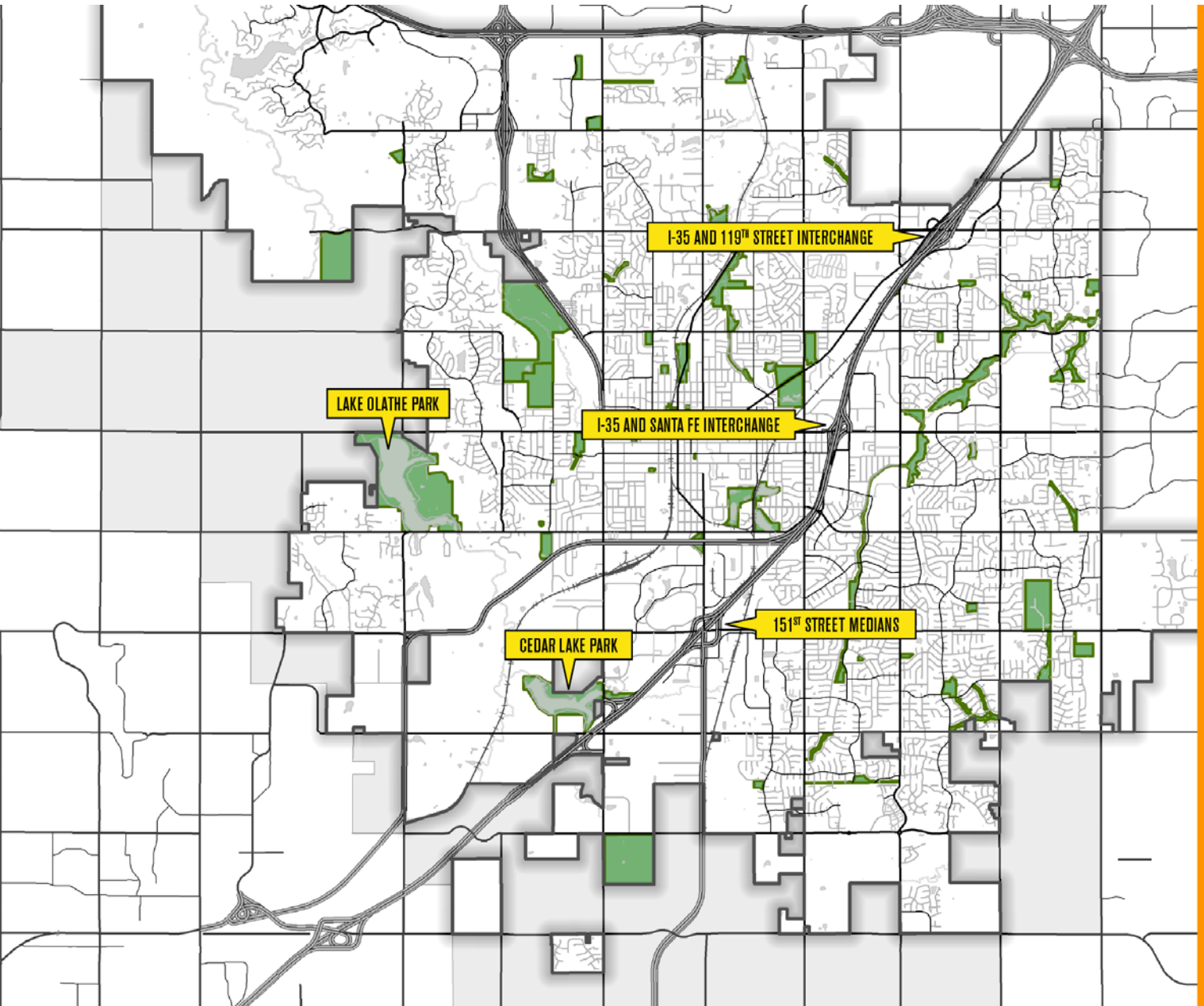
### PROCESS

Through the process of developing the Annual Public Art Work Plan, the Arts Program Coordinator would review potential opportunities with the City Manager's office and the Public Art Committee and, when the right opportunity surfaces, include it in the Work Plan.

Due to the potential complexity of High Impact Projects, the process of developing the Project Plan should include an in-depth study of the site and a detailed description of the art opportunity and the artist's scope of work.

The artist selection for High Impact Projects should utilize an invitational process (described in Appendix A). This





type of process will ensure that the pool of artists being reviewed has the capability to design, fabricate and install a work of this complexity and scale. Artists that work at this level also often do not respond to open calls.

### **TEMPORARY PUBLIC ART**

Since 2004, the City of Olathe has produced the Downtown Outdoor Sculpture Exhibition, a juried sculpture competition. Annually, 7-8 pieces are selected for installation throughout Downtown Olathe for a period of one year. Traditionally, each year the city purchases one or two pieces that become a part of the city's permanent art collection. In years past the work has been juried by a panel. In recent years, a single juror has reviewed submittals and selected work. Jurors have been art professionals hailing from the greater metropolitan Kansas City area. A citizens group then reviews the selections and makes the final recommendation to the City Council for site locations within the downtown area.

The Sculpture Exhibition has, in many ways, been a great success. The City has exhibited the work of artists from all over the country. The work has been a visually interesting addition to the experience of being downtown. And it has generated interest, discussion, and a further commitment by the City to invest in art throughout the community.

The Sculpture Exhibition should continue, but as it enters its 12th year, it should look to ways to increase awareness and visibility of the artwork, and showcase a broader variety of work that supports the vision for public art outlined in this plan to build the identity of Olathe, activates public spaces, and connect people to the community. Public art can help tell Olathe's stories, engage people in meaningful ways and provide valuable, interactive experiences. Consideration should be given to the following strategies.

### **Marketing and Promotion**

The Sculpture Exhibition should be something that is well known throughout the community and beyond to Olathe's neighbors in Johnson County and the Kansas City region. The City should consider creating a stronger brand identity for the exhibition (including a new, catchy name), better web and social media marketing, media announcements, and even consider ads in local and regional online and print media.

### **Siting**

The exhibition should stay in downtown Olathe. Having a critical mass of sculpture in a walkable part of the city has contributed to the success of the exhibition and supports the vision for public art. Siting should be factored into selection of work, to ensure that the art fits with the scale of the site. Siting strategies should also be considered to help elevate the visibility of the work and accentuate the sense of critical mass, such as being able to see at least one other sculpture when standing at a sculpture site.

### **Scale and Number of Works**

The City should encourage projects of varying scale in order to have work that has a stronger visual presence at certain sites downtown. This may mean having honoraria of varying amounts, with larger and more complex works receiving slightly higher compensation to reflect the additional costs associated with the production, transportation and installation of work. The number of projects for any given exhibition year could also vary to compensate for bringing in work of a higher cost.

### **Curated Approaches**

The City should consider a more focused, or curated approach to the exhibition. This would include developing a specific focus or theme for the exhibition, as well as being more deliberate in recruiting and selecting artists whose artistic interests and practice align with the focus.



### **Commissioned and Site-Specific Work**

The Downtown Sculpture Exhibition currently relies entirely of loans of existing sculpture. This approach limits the type of artists that can be included in the exhibition to traditional sculptors, as well as sculptors who have the ability to have an inventory of sculpture. It also limits exhibitions to being work that was created in the studio, and not for a specific site, or with the community of Olathe in mind. In future exhibitions, the City should consider opening up the opportunity to artists that want to create temporary work specifically for Olathe. Exhibitions could be entirely commissioned, or could be a mix of loans and commissions.

### **Frequency and Duration**

The exhibition currently changes annually. The City should be open to experimenting with both extending and shortening the duration of exhibitions, depending on the artwork and the approach.

### **Media and Materials**

The City should look to ways that introduce different types of media into exhibitions, such as light, fabric, plant material, new media, etc. Commissioning work can be a strategy for including artists that work in more ephemeral material. Artists could also be encouraged to re-stage projects that have been exhibited elsewhere.

### **Process**

To continue to reach out to high-quality artists, and to seek new artists that can respond to a specific curatorial focus or create new, site-specific projects, the City should consider the following strategies:

#### **CURATED EXHIBITS**

Instead of having a jury or solo judge select work, the public art committee could select a curator to put together the exhibition. The curator would select artists and artwork, subject to approval by the Public Art Committee and City.

### **HONORARIUM**

Olathe's honorarium is competitive with other exhibitions of this type, but as the exhibition model changes, honorarium levels should be re-evaluated. This may impact the number of projects, but the impact of each project may warrant fewer projects.

### **Purchases**

The City should generally cease purchasing work from the exhibition. Although it is sometimes appropriate for the city to purchase previously existing work, in general, new, permanent installations should be commissioned works of art created specifically for Olathe.

### **COMMUNITY STORIES**

Community Stories are special opportunity public art projects that illuminate aspects of unique culture and history. Not necessarily tied to city capital projects, Community Stories projects would be initiated periodically and would, in most cases be in collaboration with organizations or community groups in Olathe. A Community Stories project could, however, be an appropriate approach for one or more of the projects outlined in Community Parks, Facilities and Infrastructure.

Examples of Community Stories might include a collaborative project with the Kansas School for the Deaf to highlight the importance of deaf culture and the deaf community in Olathe, celebrates the 50th Anniversary of Olathe Memorial Cemetery and Mahaffie Stagecoach Stop & Farm Historic Site, or a project that marks the place or tells the history of Lincoln High School, and the Santa Fe, Oregon Trail, and California Trail crossings. What makes a project a Community Stories project is the intentional focus on creating an artwork that expresses a specific narrative about Olathe.

**Process**

Through the process of developing the Annual Public Art Work Plan, the Arts Program Coordinator would review potential opportunities with the City Manager's office and the public art committee and, when the right opportunity and partnership surfaces, include it in the Work Plan. Community Stories public art projects should be commissioned using the standard project development process outlined above.

**Goals for Community Stories**

- Bring to light an important story about the community and people of Olathe.
- Create a sense of place and pride in community.



Lake Olathe

# APPENDIX A: METHODS FOR SOLICITING ARTISTS

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The Olathe Public Art Program should select an approach to recruiting and selecting artists that is specific to each project, reflecting the specific goals of each project and offering the greatest chance of finding the best artist. Selection processes should be competitive, except in situations where City staff and the Public Art Committee determine there are extraordinary circumstances, as expressed in the approved Project Plan.

## **Open Competition**

In an Open Competition, any artist may submit his or her qualifications, subject to any requirements established in the Call to Artists. The call should be sufficiently detailed to allow artists to determine whether their qualifications are appropriate for consideration.

An Open Competition allows for the broadest range of possibilities and can bring in new, otherwise unknown, and emerging artists. However, Open Competitions can consume a large amount of staff resources, and sometimes discourage established artists who prefer to respond to limited competitions or to be directly selected for projects.

## **Invitational**

In an Invitational process, several pre-selected artists are invited to submit their qualifications and/or proposals. This method may be appropriate when looking for a small group of experienced artists, for larger-scale projects, when there is a limited time frame, or if the project requirements are so specialized that only a limited number of already identified artists would be eligible. It is possible that this list of artists would come from a Registry.

## **Artist Registry**

The City may decide to develop a pre-qualified pool of artists, or Artist Registry, from which it can choose artists for Invitational or Direct Selection. This Registry would be developed based on a comprehensive review of qualifications from artists who responded to an Open Call to Artists. This list could be focused on a specific set of opportunities, or be used broadly for a range of commissions. If the Registry is meant to be used for several years, it should be updated annually or bi-annually to allow new artist to be considered, and for Registry artists to update their materials.



A Registry requires upfront work and ongoing management, but it allows for artist selection for specific projects to proceed much more quickly. This would be a viable strategy if Olathe were anticipating a large number of commissions over a short period of time.

#### **Direct Selection**

On occasion, City staff and the Public Art Committee may choose to directly recommend an artist for a project. Direct selection may be useful on projects where there is an urgent timeline, low budget, or when very specific project requirements exist. It is possible that this artist would come from a pre-qualified list or Registry. Such selection would need to be consistent with City of Olathe procurement procedures and be approved as part of the Project Plan.

# APPENDIX B: THE COMMISSIONING PROCESS – SUMMARY CHART

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- CITY COUNCIL
- PUBLIC ART COMMITTEE
- SELECTION PANEL
- ARTS PROGRAM MANAGER / CITY STAFF
- ARTIST





# APPENDIX C: WORKSHOP RESULTS

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On Wednesday, June 3, approximately 40 citizens of Olathe gathered at Olathe Community Center to participate in a workshop facilitated by Meridith McKinley of Via Partnership and James Martin as part of an initiative to develop a public art master plan for the City. The purpose of the workshop was to help give shape to a public art vision for Olathe and to provide critical input into identifying places for and approaches to public art throughout the community.

## WORKSHOP FORMAT

The workshop began with a welcome by Teresa Wilson from the City of Olathe Parks and Recreation Department. Consultants Meridith McKinley and James Martin then reviewed the public art master planning process, and how the workshop would play a role in forming the recommendations in that plan. The consultants then led a discussion of possible public art goals for Olathe and potential sites for public art. This discussion began with a presentation of examples of public art projects from communities throughout the United States and Canada that met similar goals or were at sites similar to those being discussed for Olathe.

Each participant was assigned to a different table, representing the four quadrants of the City and Downtown. In the second half of the workshop, the participants at each table had a focused conversation about that particular section of the City. To kick off the discussion, each participant was invited to share one word that they would want to use to describe the City's public art collection in ten years. Each table then worked together to identify possible sites and goals for public art. Each table had a map to help illustrate specific ideas.

In addition to the breakout discussions, workshop participants contributed input by filling out an exit questionnaire that allowed participants to elaborate on ideas or concerns they have about public art in Olathe and to create a fictional headline for an article being written about Olathe's public art program in the year 2025.

This report documents the results of this workshop, including the reports from the breakout tables and the exit survey. The results of the workshop will be used by the consultants to formulate recommendations in the public art master plan.

## BREAKOUT REPORTS

Below is a summary of each group's discussion, as recorded on maps and worksheets and reported by the group facilitator.

### WORDS

Each breakout group was asked to start with the question "What words would you want to use to describe Olathe's future public art collection?" This exercise is meant to get people thinking about the qualities of the artwork they would want the community to aspire to. The words shared are listed below.

- |                                       |                                      |                     |
|---------------------------------------|--------------------------------------|---------------------|
| • Diversity/Diverse (4)               | • Big feature                        | • Vibrant           |
| • Community involvement               | • Bellagio fountain on smaller scale | • Impressive        |
| • Inspirational                       | • Eye catching                       | • Visionary         |
| • Welcoming                           | • Revolutionary                      | • Versatile         |
| • Stimulating                         | • Trailblazers                       | • Insightful        |
| • Balanced                            | • Activists                          | • Funded            |
| • Vitality                            | • Open-minded                        | • Smiles            |
| • Intriguing                          | • Creative                           | • Response          |
| • Art that includes direction/signage | • Memorable (2)                      | • Evocative         |
| • Colorful (2)                        | • Interactive                        | • Cultural          |
| • Upscale                             | • Bright                             | • City of champions |
| • Energizing (2)                      | • Historic/History (2)               | • Geographic        |
| • Multicultural                       | • Beautiful                          | • All inclusive     |
| • Thought provoking (2)               | • Unique                             | • Context           |
| • Inclusive                           | • Innovative                         |                     |
| • Distinctive (2)                     | • Expansive                          |                     |
| • Iconic (2)                          | • Descriptive                        |                     |
| • Sophisticated                       | • Harmonious                         |                     |
| • Destination                         | • Unbelievable                       |                     |

## HEADLINES

Participants were also asked to write down what they would hope for a headline about Olathe's public art program. The specific instructions were: It is 2015. The Kansas City Star is writing an article about public art in Olathe. What is the headline?

Art Invades the Prairie

Public Art Invades

Distinctive Public Art Attracts Regional Tourism to Olathe

Olathe Trailblazing the New Art Master Plan

Olathe Expanding Minds through Art

Olathe Surpasses All Public Art Project in the Metropolitan Area

You Have to See it to Believe it: Olathe Does Art Right

Setting the Standard of Excellence in Public Art in Olathe, KS

Arts Flourishing in Olathe, KS

Art of Now

History in the Making

Olathe is Beautiful

Big Art in a Small Town

Olathe Incorporates Intriguing Art throughout the City/Community

Olathe's Art Program Reflects the Diversity of its Citizens

Kansas Town Wins National Art Award!!!

Public Art Makes Olathe a Cultural Destination

Olathe Attracts Entrepreneurs with Public Art

Olathe Sprayground Cools Kids Off and Expands their Minds  
Public Art in Olathe is Dynamic and Exploding

Enjoy and Experience Spectacular, Community Involved, Interactive Art in Olathe

Olathe is the Art Happening Place

Olathe Art Reflects History, Future

Olathe, Creativity on the Prairie

Art Olathe, No Longer the Duplex Capital of Kansas

Art in Olathe: As Diverse as its People

You Don't Want to Miss It!

Provides a Sense of Community & Defines the Spirit of the People Who Live There

Olathe: Art Smart, Don't Miss

Olathe Trailblazing with New Art Master Plan

## **NORTHWEST QUADRANT:**

Specific opportunities/ sites for public art discussed include:

- Entrance Ways
  - Specific locations include I-35 and 159th, I-35 and Santa Fe, I-35 and 119, K-10 and K-7, K-10 and 435, I-35 north of 119th (northern city line), and the Renner Road Water Tower.
  - These are good locations for public art because many people are coming in and passing by.
  - The goals for public art at entranceways should be to make Olathe an eye-catching city and bring people in.
- N. Santa Fe, W Tracks, Lincoln High School
  - This is a good location for public art because of its rich social and cultural history as a formerly racially segregated part of the community.
  - The goals for public art is to represent the history of the area and give it recognition for its community.
- I-35 and Santa Fe
  - Art can help connect east and west Olathe.
  - The goals should be to integrate Olathe's brand with its architecture.
- Ridgeview from K-10 to 127th Street
  - Public art here can draw people into the city.
  - Landscaping and art can beautify this growing entrance.
- KSD Campus
- North/South Corridor/ K-7 – draw people in.
- Partner with school district for places and artists (ballfields). Ballfields are boring.

- New trail becomes an opportunity.
- Appeal to families (interactive and playful)
- Open land- opportunity for large art
- Hidden Glen – consider reviving art festival
- Resources- partnerships with citizens for funding
- East/West corridor/ College

## **NORTHEAST QUADRANT**

Specific opportunities/ sites for public art discussed include:

- Downtown is a central place for art to stem from.
- Parks and trails
  - Heatherstone is slightly hidden but great. Woodbrook Park, Frontier Park, nodes Indian Creek Trail.
  - Incorporate art into things the city is already building like the big flower gazebo or interesting benches.
- Interactive art for kids – art you can touch. When kids are part of art it becomes a lifelong interest.
- Olathe Pointe Shopping Center – Black Bob and 119th – increase aesthetic appeal.
- Gateway locations
  - Important places for art, should be vibrant and welcoming.
  - I-35 and 151, I-35 and Santa Fe, I-35 and 119
  - Welcome to all- inviting and interesting materials- not just signs
- Stagecoach Park at Kansas City Road and Ridgeview an important location.
- Trails- murals, mosaics, functional art (benches, etc.).
- Lake Olathe Park.

#### **SOUTHWEST QUADRANT:**

Specific opportunities/ sites for public art discussed include:

- Lake Olathe. Look at entrances. Consider something IN the lake/water features. Engage with the community.
- Other Parks: Cedar Lake, Prairie Center, Water Works, Oregon Trail should be candidates for art.
- PDAB- Miracle League Field near K-7 is an important place in the community.
- Meditation Park at the Olathe Medical Center campus. Include stations for peaceful reflection.
- Art at major entrances to the City – specifically I-35 and 159th Street and I-35 and Santa Fe. Also look at K-7 and College.
- KSD is a landmark for Olathe. An artwork should elevate their presence. Possible location at Park or Santa Fe. Utilize art from deaf community
- Diverse neighborhoods –K-7/56 Highway. Utilize art that embraces community and diverse cultures.
- Big businesses such as Garmin, Olathe Medical Center and the warehouses on Lone Elm should be engaged to include art as part of their developments.
- Walking trail tunnel behind Price Chopper is a good place for public art.

#### **SOUTHEAST QUADRANT**

Specific opportunities/ sites for public art discussed include:

Goals:

- Bring community together
- Hip factor
- Help with Olathe identity
- Practical purposes: public art can be used to hide temporary construction fences
- Lone Elm Park

Desirable types of public art:

- Interactive—especially in parks and shopping centers
- Drive-by
- “Photo-op” pieces (like current fountains, columns)
- Projections

Locations:

- Black Bob Park—very busy all of the time, great opportunity
  - Engage audiences already there (build it where they are)
- 151st Street and Ridgeview
- 151st Street and I-35
- Schools
- Shopping Centers—another “build it where they are” opportunity
- Garmin
  - Iconic for Olathe
  - Utilize their identity to further the public art program
- Baseball – something for families



- Housing associations – neighborhood banners
- “Hip” factor
- Construction fence
- Interactive, drive-by, photo-op all mentioned as desirable

## DOWNTOWN

### General observations:

- Make art iconic – so you can really see it – large pieces that draw visitors.
- Downtown is up and coming, even though an older part of the city.
- Art should be sophisticated and eye-catching.
- Focus on entryways.

### Specific opportunities/ sites for public art discussed include:

- Lights at courthouse
- Entrances to Olathe
  - o I-35 at Santa Fe needs beautification, should bridge east and west
- School for the deaf
  - o Integrating community and their artworks as well
- West Side Olathe
  - o Recognizing black history
  - o Lincoln school (green section of map)
- Meditation Park
  - o Spruce and Cherry
  - o Use of Sacred Geometry
  - o Color
  - o Energized pockets for personal space and time
- Words of positivity and kindness

- o Around courthouse and central downtown
- Partnership with winery
  - o Old stone farmhouse- history weekend with artists
- Art at subdivision entrances
- K-7 art to lead you to downtown
- Ridgeview Corridor
- Future trail on College - Perfect opportunity

## EXIT QUESTIONNAIRE

Participants were invited to fill out a questionnaire at the end of the workshop in order to be certain that everyone had the opportunity to participate as well as share additional thoughts. This form asked five questions:

1. Why do you think it is important for the City of Olathe to support public art?
2. What are you looking forward to most about public art in Olathe?
3. What was the most exciting idea you heard this evening?
4. What image of a public art project from today's presentation will stay with you?
5. Please share any questions, suggestions or concerns you might have about public art in Olathe that weren't addressed at today's workshop.

The responses to these questions are below.

### 1. Why do you think it is important for the City of Olathe to support public art?

- Public art will present a sophisticated perception of Olathe and its residents
- A gathering place, destination points of interest
- Brings color and aesthetic joy
- Improve quality of life, create sense of place
- Provide cultural diversity and historic preservation
- It enhances the image of our city and also enhances the quality of life
- To increase interest, pride, diversity, and culture within the city. A newness, "hip factor", increase desirability to live in Olathe, or visit
- Have a place or Art that is hip to enjoy art that is available to everyone
- Art can be the vehicle to elevate Olathe beyond the cow town/suburban reputation
- Quality of life
- Economic development
- It's the right thing to do
- To be different, to create an identity
- It helps us to establish our identity and art is fun and makes life more enjoyable
- Vitality of community
- It captures the vision of the community
- It makes Olathe a more appealing and interesting place to live and work. It draws other outsiders to come and visit the city.
- To remain vibrant, avoid being dull
- Gives us dignity and identity to others

- Sense of community
- Art is the spice of in the food of our lives. Without art, life is tasteless.
- Provides an identity for the community
- For the health and wellness of all that live and work in the City. Brighten the city
- Raise the vibration of everyone. For happiness, peace and love
- Increase cultural awareness

## 2. What are you looking forward to most about public art in Olathe?

- An organized master plan
- Following a master plan that guides public art's future in Olathe
- It being everywhere to inspire people
- Enjoying it
- How it will bring visual distinction to the City
- The dressing up of the areas that especially need to be
- Add interest in existing parks
- Add interest in areas of growth, like Olathe Med ctr.
- Cover unattractive areas (vacant store fronts/Great Mall)
- Fun art to help put Olathe on the "art map"
- Creating a place for community gathering and interaction with art
- Lots of public engagement
- The emotion and community connection
- More whimsical, interactive art
- Public participations
- Seeing different art themes
- I would love to see Olathe become a community

known for its art and aesthetic appeal

- Bringing community into the planning- every voice matters
- Seeing it come into play
- Visual stimulation, destination art
- Becoming a destination for art.
- Improving the visual image of the community and defining a sense of community
- More color, more fountains, more murals, mosaic
- Affirmations everywhere- on walls, sidewalks, buildings, colored glass, flowing art. BIG ART.
- Diversity of type and location
- KSN sign language art

## 3. What was the most exciting idea you heard today?

- Being responsive to the history and cultural diversity of Olathe
- Interactive art and youth Art in Residence projects
- Competition among high schools to create public art
- Interactive park art
- Meditation exercise to benches that are cool
- Mixed culture and languages representative
- I love art that incorporates sound/music
- Integrating art with infrastructure development
- Team with school district, MNU, Jo Co Community College, KSU
- Giving the SE sector an area of interest for public gatherings; photo spot
- Place for kids to hang out that is safe, fun, hip, and artistic

- Improvements for I-35 as a unifying element for east/west. Use Garmin as a beacon for art in Olathe.
- Positive excitement in being engaged in the art conversation
- The upcoming idea
- A sprayard that children can play in
- Functional art- benches, man hole covers
- Public/Private partnerships in Art
- Video projections on buildings
- There's \$ for parks and lakes Olathe
- Involving deaf community- displaying art that includes them
- Doing same with black culture
- Involving deaf community- displaying art that includes them. Doing same with black culture.
- Iconic city identifier
- The success of communities using iconic art
- Gateway projects incorporating art
- I like the idea of interactive park, meditation parks, sacred geometry. Oregonite.
- Sign language art images on side of building

#### **4. What image of a public art project from today's presentation will stay with you?**

- The picture of the tree in the lake and the sign language piece
- Functional interactive art for youth and families
- Meditative art trail through park
- Epic trail and park art
- Enjoyed the pictures of the ironic art pieces in Dallas and Indianapolis
- Interactive art opportunities
- The inclusiveness of the gathering
- A visual area for photography, scenic, for wedding photos, prom pictures (with beautiful landscaping, columns)
- Water bottles
- Purple light pillar
- Roll up our sleeves and put ideas into action
- Lights, meditation gardens, show me factor, fun theory
- The LED lights with recycled water bottles
- Diversity
- The light spires with recycled bottles
- The installation with lights and water bottles
- Trail underpass
- Big outdoor art on sides of buildings
- Art using light
- The tree incorporated in the side of a building
- Using art in public park projects
- Iconic images at connection points

**5. Please share any questions, suggestions or concerns you might have about public art in Olathe that weren't addressed at today's workshop.**

- Does public art have to be abstract art?
- Must there be a specific number of pieces?
- Night lighting is essential
- Lets focus on quality pieces, not quantity
- Olathe is bright, welcoming... lacks some more artsy culture... we all had similar ideas. We want art everywhere. I'd be concerned if we didn't get all kinds of art.
- Art should be incorporated in public art projects that are ongoing and necessary
- Need to involve kids with public art and get them engaged. School competition
- It was very well done
- I would like to see the use of local artists. KCAI is right next-door and our area has a wealth of artists. I would hate to see artists imported from across the country or other countries.
- Don't want to limit ourselves to only liberal art
- Promote budding artist vision and incubator of starting artists "made in Olathe"
- Parks should have lights at night, lighted art
- We have a young community so I'd love art that involves/ is interactive for children. Art should be fun!
- Continue process
- Let's be sure we connect with all citizens via public access
- Just hope a variety of people will have input into decisions about public art works.
- Retain our history
- Involve private business properties
- Some of the art should be participatory, especially for children.
- Would like to see more schools that are alternative to public schools- schools that teach how to stay well in life, teach useful skills.

# APPENDIX D: SURVEY RESULTS

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As part of the development of a Public Art Master Plan for the City of Olathe, Kansas, we developed and with the assistance of Parks and Recreation Department, launched an online survey. The survey was designed to gather input regarding people's awareness of public art currently on view in Olathe, to learn more about people's perceptions of the City and its most important places, and to gather input on a broad set of possible directions for public art. The survey is one of several tools being used to gather input into the master planning process. The survey was launched on May 13 and was up through July 31. The survey received 161 responses.

The survey asked four questions related to people's preferences for public art:

- (Respondents were shown 11 examples of artworks in other cities.) Of these projects, pick up to three that you think are visually interesting and represent the type of art that you think would be successful in Olathe.
- What is the IMPACT that public art should have in the City of Olathe? (Respondents were asked to indicate four preferences from a list of 12 options)
- What are the priority LOCATIONS in Olathe for new

public artworks? (Respondents were asked to indicate four preferences from a list of 11 options)

- What types of PROJECTS would you like to see in Olathe? (Respondents were asked to indicate four preferences from a list of 9 options)

We also asked:

- What is the first thing that comes to mind when you think about Olathe?
- What makes Olathe unique, compared to other communities in Johnson County and beyond?
- When you have visitors, where do you take them to show them what Olathe is all about?
- What examples of public art in Olathe are you familiar with?



## FINDINGS

There are several themes that emerge from the survey that cut across several of the questions.

People in Olathe love their parks. According to the responses, they are where people bring visitors to share “what Olathe is all about,” meaning that parks are closely tied to community identity as well as being a nice place to spend time. Community parks were the number one choice for locations to place future public art projects. Neighborhood parks, however, ranked low as a priority location for art.

Respondents were interested in public art that is fun and interactive. Of the art images shown from other communities, the two highest ranking projects were “Mistree” and “Turtle Park,” and the reason given was for their interactive qualities. The highest ranking desired impact of public art was to “activate public spaces,” which can sometimes be accomplished with interactive artworks. When asked what types of public art people would like to see in Olathe “interactive and playful” ranked the highest. “Fun and functional” was another project type that ranked highly.

Respondents also replied favorably to images and questions related to public artwork that helps create a unique identity for Olathe. Tying “interactive and playful,” respondents wanted to see art that “is large-scale, iconic, highly recognizable and memorable.” This is also supported by the projects from other cities that ranked highly. In addition to the two projects discussed above (which are also large-scale and iconic in addition to being interactive), the project “Wave Arbor,” a gateway project, was a top choice. It is also important to note that the second-highest ranking location for public art was downtown, a place that is closely linked to Olathe’s unique identity.

Among survey respondents that compared preferences for “abstract” art to “realistic” art, there was a slight preference for works that are “recognizable” or “realistic” as opposed to abstract – 11 to 8.

# APPENDIX E: THE VISUAL ARTISTS RIGHTS ACT

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The Visual Artists Rights Act, or VARA, states that "the significant or substantial distortion, mutilation, or other alteration to a pictorial, graphic, or sculptural work, which is publicly displayed, caused by an intentional act or by gross negligence, is a violation of the exclusive rights of the copyright owner where the author of the work is the copyright owner." VARA guarantees to authors of fine art the right to claim or disclaim authorship in a work; limited rights to prevent distortion, mutilation, or modification of a work; and the right, under some circumstances, to prevent destruction of a work that is incorporated into a building.

The City of Olathe should maintain and conserve the City of Olathe public art collection in a manner which respects artists' rights under VARA.

Should the City choose to remove a public artwork from view, or move it to another location, it will do so in keeping with the Visual Artists Rights Act by making a good faith effort to contact the artist and by allowing the artist to disclaim authorship of the artwork if the relocation, in the determination of the artist, significantly alters the nature of the work.

For new works of art that are intentionally incorporated in or made part of a building in such a way that removing the work from the building will cause the destruction, distortion, mutilation, or other modification of the work, the City should stipulate, by contract, that the artist acknowledge that removal of the artwork or modification or demolition of the building may result in the destruction of the artwork.

# ACKNOWLEDGEMENTS

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The Olathe Public Art Master Plan was developed with the dedicated involvement of our Advisory Committee, as well as input and guidance from the Parks and Recreation Department staff. In addition, we are grateful to the thoughtful input and feedback we received from the participants at the public art workshop, and at roundtables at Olathe East High School.

## **OLATHE MAYOR AND CITY COUNCIL**

Mayor Michael Copeland  
John Bacon, *At Large*  
Ron Ryckman, *At Large*  
Larry Campbell, *Ward 1*  
Jim Randall, *Ward 2 and Mayor Pro Tem*  
Wes McCoy, *Ward 3*  
Marge Vogt, *Ward 4*

## **PUBLIC ART MASTER PLAN ADVISORY COMMITTEE**

John Bacon, *Olathe City Council*  
Luanne Baron, *Kansas School for the Deaf*  
Robert Heise, *Heise-Meyer Properties*  
Charlotte Matthews, *Truman Medical Centers*  
Carisa McMullen, *Landworks Studio*  
Valerie Bentley, *Olathe Parks & Recreation Foundation*  
Sherri Hanna, *Olathe East High School*  
Michael Wilkes, *City Manager, City of Olathe*  
Susan Sherman, *Assistant City Manager, City of Olathe*  
Eugenia Ortiz, *Artist*  
Lori Ludwig, *Olathe East High School*

#### **PUBLIC ART WORKSHOP PARTICIPANTS**

John Andrade  
Gregg Armstrong  
John Bacon  
Valerie Bentley  
Janis Carier  
Alyson Collins  
Lila Courtney  
Bob Courtney  
Kelly Delay  
Carol Estes  
Phil Estes  
Rob Heise  
Carolyn Hendley  
Karen Hooven  
Ed Kinney  
Carisa McMullen  
Marlene Natoli  
Michaela Naughtin  
Eugenia Ortiz  
Jim Randall  
Kathy Rankin  
Sharon Rodriquez  
Kyle Schellhorn  
Gerald Snider  
Tony Wise  
Beverly Wittenborn

#### **PARKS AND RECREATION DEPARTMENT STAFF**

Michael Meadors, *Director*  
Michael Latka, *Park Project Coordinator*  
Mario Thomas, *Assistant Community Center Manager*  
Teresa Wilson, *Administrative Support Supervisor (retired)*  
Renee Rush, *Program Analyst*

#### **SPECIAL ACKNOWLEDGEMENTS**

Emily Baker, *Library Director, City of Olathe*  
Madeliene Burkindine, *Kansas School for the Deaf (Nick Carswell, musician and artist, formerly with Interurban Arthouse*  
Julia Cole, *artist*  
Bob Courtney, *Olathe Historical Society*  
Celia Duran, *City Engineer, City of Olathe*  
Chad Foster, *Facilities Management Department, Johnson County, Kansas*  
Ann Holliday, *Downtown Council of Kansas City*  
Mary Jaeger, *Public Works Director, City of Olathe*  
Mike Jensen, *Olathe Medical Center*  
Emily Kukal, *Neighborhood Assessment Coordinator, City of Olathe*  
Tim McKee, *Olathe Chamber of Commerce*  
Sarah VanLanduyt, *Arts Council of Johnson County*  
Brad Reinhardt, *Director of Facilities, Johnson County, Kansas*  
Joe Waters, *Assistant County Manager, Johnson County, Kansas*



## **COUNCIL AGENDA ITEM**

**PS-B4**

**Department:** Resource Management

**Council Meeting Date:** February 21, 2017

**Staff Contact:** Dianna Wright/Matthew Randall

**Subject:** 2018-2022 CIP Prioritization Presentation

**Focus/Perspective Area:** Financially Strong

**Executive Summary:**

The presentation will provide details on the internal ranking activity process for GO Bonded Projects, Parks Projects, and Utility Projects. The presentation will include a review of the ranking criteria, debt administrative guidelines, and an initial ranking of projects.

**Fiscal Impact:** TBD

**Recommendations/Options/Action Requested:**

Staff is seeking Council input on the projects recommended for funding based on the prioritization results. This information will be utilized to develop the 5 year CIP (2018-2022).

**Attachments:** A: 2018-2022 CIP Prioritization Presentation

Handouts including project descriptions will be distributed to Council on February 21, 2017



# 2018-2022 CIP

February, 21 2017



# Agenda

- Biennial Budget
- 2018/2019 Budget Calendar
- 2018-2022 CIP Process
- Prioritized List of Projects



# Biennial Budgeting

  
Strategic Culture in Olathe

# Strategic Culture in Olathe

- Biennial Council Strategic Planning Retreat
- Organizational Scorecard
- 5 Year Department Business Plans
- 5 Year Capital Improvement Program
- 5 Year Forecasts
- Performance Measurement & Analysis
- Quarterly DirectionFinder Surveys
- **Biennial Budget Process**

# Biennial Budget Philosophy

**Focus** - on long range planning and strategic plans

**Consistent** - priorities from year to year

**Time** - formerly devoted to processing repetitive base budgets on an annual basis can now be spent on Business Enhancement Opportunities

# Biennial Budget Process

## Year 1

- City Manager presents a 2 year budget
- Budget for first year is formally adopted
- Second year is conditionally approved

## Year 2

- Second year budget may be revised to adjust revenue estimates and reflect any major changes in programs.
- Second year budget is formally adopted
- Reallocation of staff resources from repetitive annual processes to Business Enhancements



# 2018/2019 Biennial Budget Calendar





## 2018-2022 CIP Process





Internal  
Ranking

Council  
Review

5 Year CIP  
Developed

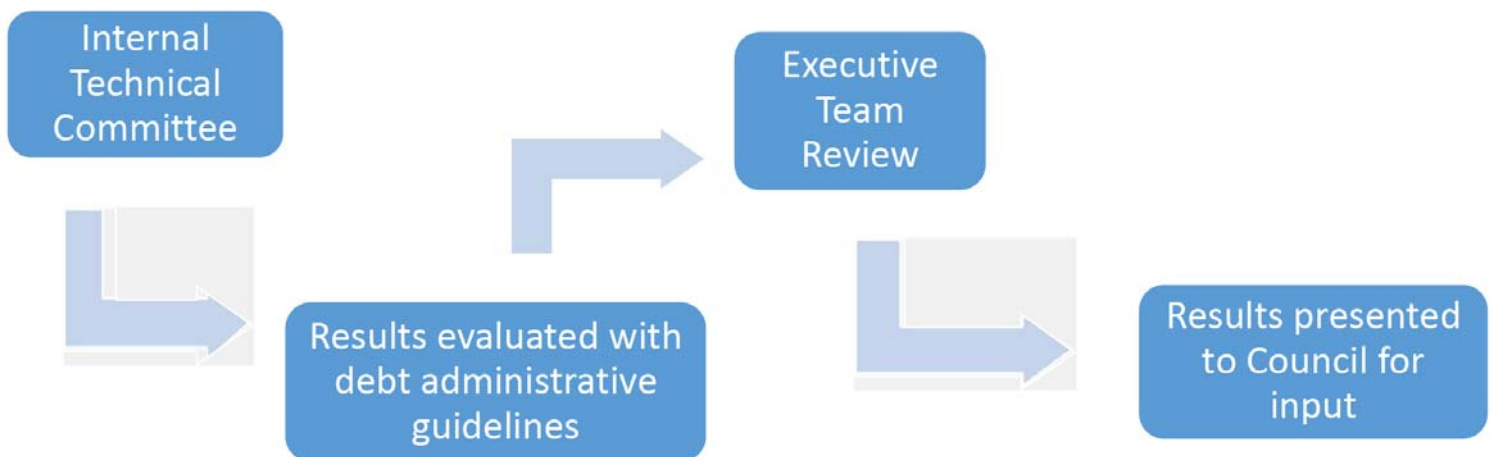
# Scope

- Projects prioritized based on funding source.
- Projects in the current CIP and the pending list were prioritized
- Two processes used:
  - GO Bond projects and Park Projects
  - Utility Projects

# GO Bond and Parks Projects



# Process





## Criteria



Customer  
Service



Safety



Economic  
Development



Sustainability



Technology

# Internal Criteria

	Definition / Description	No Impact 0	Maintain Level 1	Improve Level 2
Customer Service	Considers the impact to citizens, end product received by citizens, and the efficiency of the delivery.	Has no impact to citizens or service delivery.	Indirectly impacts citizens and improves service delivery.	Directly impacts citizens and improves service delivery.
Safety	Considers impact to public health and safety.	Project has no impact on existing public health and/or safety status.	Project indirectly improves public health and/or safety.	Project directly improves safety or addresses an immediate, documented safety hazard or public health and/or safety need.
Sustainability	Considers sustainability of asset or impacts maintenance or current condition of an existing facility.	Project either increases operation and maintenance costs or does not improve the current condition of the asset.	Project improves sustainability and asset condition and maintains current levels of operation and maintenance costs.	Project improves sustainability and asset condition and decreases operation and maintenance costs.
Economic Development	Considers project impact on economic development	Project has no impact on promoting economic development	Project has indirect impact on promoting economic development	Project has direct impact on promoting economic development.
Technology	Considers efficiencies obtained by implementing new technologies.	Has no impact on efficiency of current technologies.	Utilizes or upgrades current technologies.	Implements new technologies that provide better efficiencies.

# Debt Management Administrative Guidelines



# Debt Administrative Guidelines

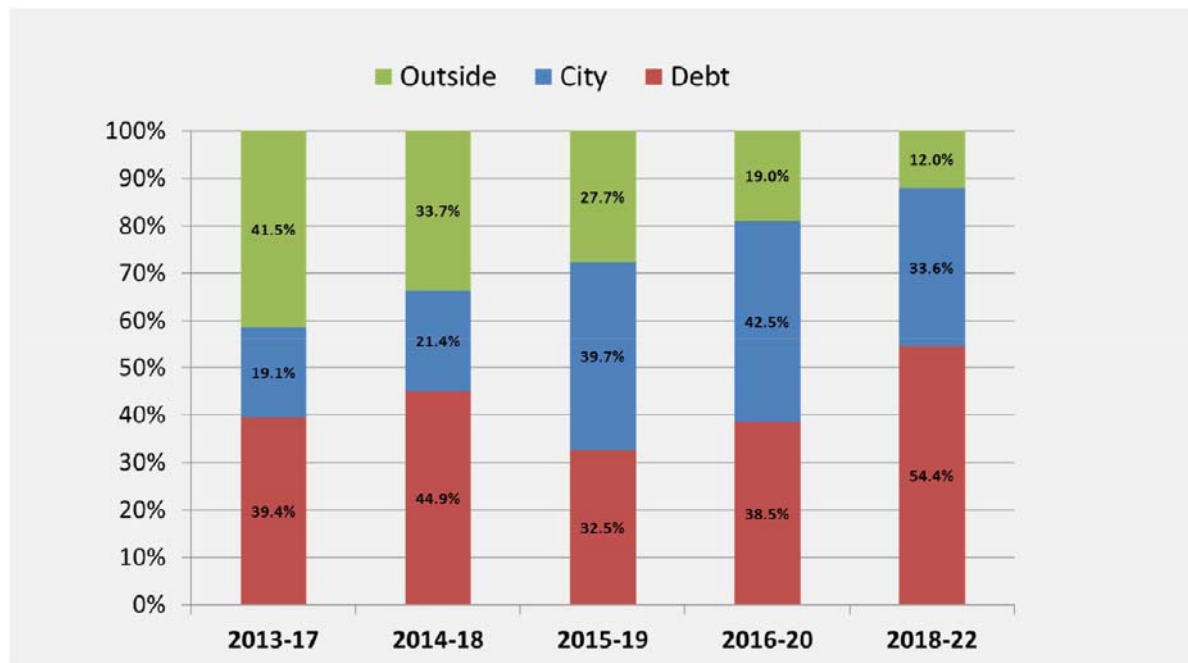


Ensure the CIP complies with  
Councils Debt Administrative  
Guidelines

## Debt Management Administrative Guidelines

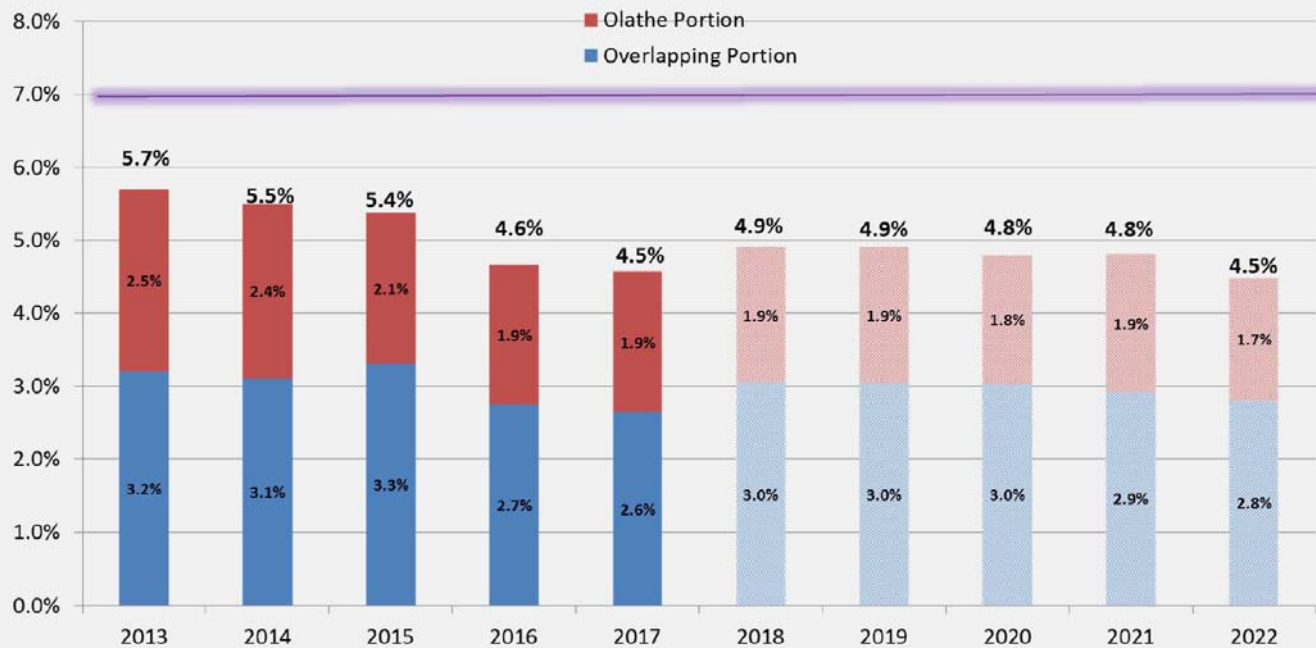
- Percentage of increase in issuance to amortization will be  $\leq 10\%$ .  
**Proposed 5 year funding plan is 19.78%. If we do not include the revenue and P&I for the libraries the increase is 0.51%.**
- Percentage of principle amortized over ten years will be  $\geq 80\%$ . **Proposed 5 year funding plan amortizes 86% over ten years**
- Debt Service fund balance target is 20% **Proposed 5 year funding plan maintains target.**

# Leveraging Outside Funding



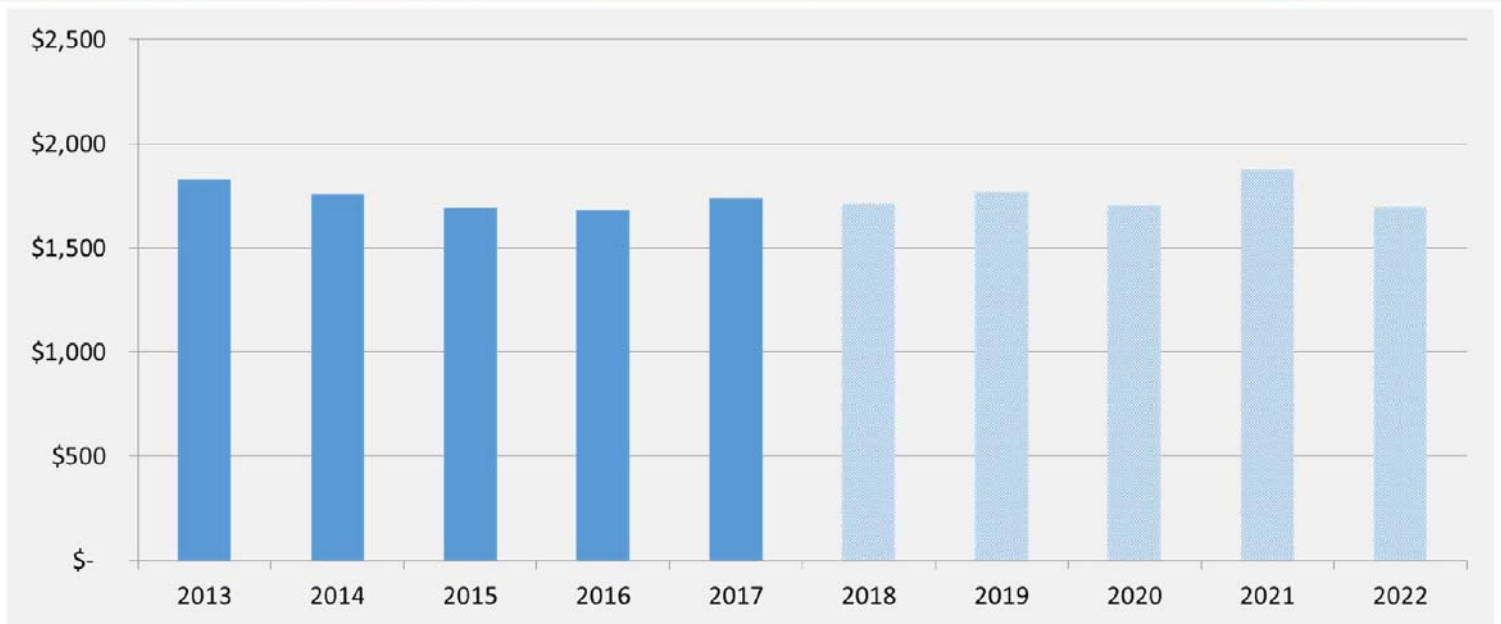


# Total Aggregate Debt to Market Value





## Debt Per Capita



# GO Bond Prioritization List

Rank	Funded Project List	GO Cost
1	Street Preservation Program	5,055,000
2	Indian Creek Library	18,000,000
3	Street Reconstruction Program	15,000,000
4	Streetlight LED Conversion	1,775,000
5	151st and Ridgeview Geometric Improvements	2,455,000
6	151st Street Improvements	22,000,000
7	119th Street Extension Concept Engineering	500,000
8	Traffic Signals	2,960,000
9	City Facilities Expansion	12,500,000
10	ATMS Replacement and Repair	500,000
11	159th Street & Black Bob Road Improvements Project	5,800,000
12	Lone Elm Road, Old 56 Highway to 151st Street	13,675,000
13	Santa Fe, Ridgeview to Mur-Len Concept Engineering	500,000
14	City Emergency Operations Center	750,000
15	Ridgeview, 143rd to 151st	7,935,000
16	Downtown Library	17,200,000
17	Police Building Expansion - Phase II	15,000,000
18	119th and Black Bob Geometric Improvements	355,000
19	Santa Fe and Black Bob Road Geometric Improvements	680,000
20	Bridge Repair	1,250,000
21	Sidewalk Construction	1,680,000
22	Miscellaneous ADA Sidewalk Repair and Replacement	1,000,000
23	Downtown Modifications	4,000,000

Rank	Unfunded Project List	GO Cost
24	Fire Station #8	5,480,000
25	119th Street Extension, Woodland to Nelson	27,185,000
26	City Hall Environmental Systems Renovation	2,250,000
27	City Hall Roof	760,000
28	Fire Station #1 Renovations	3,100,000
29	Animal Shelter	3,300,000
30	K-7 & College Blvd Geometric Improvements	3,470,000
31	138th & Black Bob Geometric Improvements	2,795,000
32	US 169, 167th to 183rd Concept Engineering	400,000
33	Fire Station #4 Renovations	3,400,000
34	Police Department Firing Range	5,700,000
35	Fire Station #9	5,584,000
36	135th and Pflumm Geometric Improvements	837,500
37	I-35 & 119th Interchange Improvement Project	70,600,000
38	135th Street, Mur-Len to Black Bob	64,455,000
39	159th Street, Pflumm to Quivira	24,260,000
40	Dennis Avenue, Parker to Harrison	19,925,000
41	119th Street, Black Bob to Shannan	22,470,000
42	Woodland Road, K-10 Highway to 119th	48,430,000
43	151st Street, Mahaffie Road to Ridgeview	11,225,000
44	Old 56 Highway, 151st to Robinson	51,365,000
45	Pflumm Road, 143rd to 151st	17,283,000

## GO Bond Prioritization List...continued

Rank	Unfunded Project List	GO Cost
46	Dennis Avenue, Hedge Lane to Parker	17,658,000
47	Dennis Avenue, Lakeshore Drive to Hedge Lane	20,275,000
48	Lone Elm, 159th to 167th	23,223,000
49	Fire Station #10	5,688,000
50	Lone Elm, 167th to 175th	29,215,000
51	167th Street, Clare to Lone Elm	25,035,000
52	BNSF West Track Grade Separation	302,000,000
53	Harold Street, K-7 Highway to Northgate	46,950,000
54	Harold Street, Ridgeview to Kansas City Road	7,930,000
55	175th Street, Woodland to Pflumm	75,669,000
56	151st Street, Moonlight to Lakeshore	21,800,000
57	Black Bob Road, 159th to 167th	31,090,000
58	Quivira Road, 143rd to 151st	13,310,000
59	119th and Pflumm Geometric Improvements	2,295,000
60	151st Street, Old 56 Highway to Lone Elm	33,940,000
61	159th Street, Mur-Len to Black Bob	27,865,000
62	Fire Station #11	5,688,000
63	Pflumm Road, 151st to 159th	39,669,000
64	143rd and Black Bob Geometric Improvements	1,355,000
65	BNSF East Track Quiet Zone	7,515,000
66	119th Street, K-7 Highway to Woodland	51,160,000
67	Police Building Expansion - Phase III	15,000,000
68	Cedar Creek Parkway, 103rd to College Boulevard	24,915,000
69	159th Street, Lone Elm to Ridgeview	36,975,000
70	Santa Fe Streetscape, Kansas City Road to I-35	17,360,000

Rank	Unfunded Project List	GO Cost
71	Old 56 Hwy, Robinson to Lone Elm	17,255,000
72	159th Street, Ridgeview to Mur-Len	27,865,000
73	175th Street, I-35 to Hedge Lane	25,075,000
74	Cedar Creek Valley Alignment Concept Engineering	300,000
75	BNSF Southgate Quiet Zone	8,250,000
76	Arapaho at 123rd St Bridge Replacement	1,810,000
77	159th Street, Black Bob to Pflumm	24,198,000
78	Fire Station #12	5,792,000
79	Lackman Road, 167th to 175th	27,305,000
80	Lone Elm Road, 119th to Harold	25,300,000
81	183rd Street, Lone Elm to Pflumm	68,910,000
82	Lackman Road, 175th to 183rd	27,015,000
83	135th and Greenwood Geometric Improvements	1,000,000
84	College Boulevard, Clare to Cedar Niles	11,735,000
85	151st Street, NB I-35 Ramps to Mahaffie Circle	27,050,000
86	Ridgeview, 167th to 175th	26,525,000
87	Harold Street, Northgate to Ridgeview	31,100,000
88	Fire Administration Façade Improvements	1,785,000

# Park Sales Tax Prioritization Results

Rank	Project Name	Park Sales Tax
1	Lake Olathe Master Plan	1,255,000
2	Mahaffie Heritage Center	600,000
3	Outdoor Pool Renovations	950,000
4	Prairie Center Park Master Plan and Improvements	825,000
5	Cedar Lake Master Plan	2,184,000
6	Lone Elm Park Phase II	2,150,000
7	Olathe Girls Softball Association Park Improvements	450,000
8	Major Park Redevelopment	1,550,000
9	Stagecoach Park Phase III	700,000
10	Black Bob Park Improvements	1,400,000
11	Trails	1,600,000
12	Cedar Creek Streamway Trail	2,979,000
13	Land Acquisition	350,000

Rank	Project Name	Special Park Fund - Neighborhood
1	Neighborhood Park Excise Tax	2,100,000

# Utility Projects





# Process

Internal Committee



Projects ranked based on  
risk-based criteria



Results presented to  
Council for input

# Criteria: Likelihood v. Consequence of Failure

**Likelihood of Failure**



**Consequence of Failure**





## Likelihood – Areas of Focus

Area of Focus	Description
Resource Adequacy	Ensures availability consistent with current and future customer needs through long-term resource supply and demand analysis, conservation, and public education.
Infrastructure Stability	Understands the condition of and costs associated with critical infrastructure assets.

## Consequence – Area of Focus

Area of Focus	Description
<b>Product Quality</b>	Full compliance with regulatory and reliability requirements and consistent with customer, public health, and ecological needs.
<b>Public Confidence</b>	Provides reliable, responsive, and affordable services in line with explicit, customer-accepted service levels.
<b>Financial Viability</b>	Understands the full life-cycle cost of the utility and establishes and maintains an effective balance between O&M and debt.
<b>Infrastructure Stability</b>	Maintains and enhances the condition of all assets over the long-term at the lowest possible life-cycle cost and acceptable risk.

## Water & Sewer Prioritization List

Rank	Project Name	Total Cost	Funding Sources
1	Lakeview Ave Sanitary Sewer Improvements (NEW)	3,316,300	Revenue Bond and Water & Sewer Fund
2	Lift Station Replacements	3,759,000	Revenue Bonds
3	Sunset Dr. Waterline Replacement (NEW)	3,131,284	Revenue Bond and Water & Sewer Fund
4	Water Treatment Plant 2: Lime Feed Building Modifications	6,934,200	Revenue Bonds, Water and Sewer Fund
5	Water Treatment Plant 2: Alternative Disinfection	5,784,160	Revenue Bonds, Water and Sewer Fund
6	Neighborhood Sanitary Sewer Improvements	2,375,000	Revenue Bonds, Water and Sewer Fund
7	Waterline Rehabilitation	3,250,000	Revenue Bonds, Water and Sewer Fund
8	103rd St Force main Relocation (NEW)	7,302,625	Revenue Bond and Water & Sewer Fund
9	Sanitary Sewer Rehabilitation (I&I)	5,000,000	Revenue Bonds, Water and Sewer Fund
10	Remote Facilities Improvements	4,600,000	Water & Sewer Fund
11	Black Bob Waterline Upsizing	3,192,400	Revenue Bonds, Water and Sewer Fund
12	Lone Elm Booster Pump Station and 12" Main	13,699,731	Benefit District 10 yr. GO Bond, Revenue Bonds, Temp Notes
13	Fire Hydrant Replacement Project	2,249,000	Revenue Bond and Water & Sewer Fund
14	Water Treatment Plant 2: Chemical Feed Modifications	3,811,000	Revenue Bonds, Water and Sewer Fund
15	Sanitary Sewer Manhole Lining Rehabilitation Project	1,296,000	Revenue Bond
16	Elevated Storage Tank, 151st & Mur-Len	10,475,860	Revenue Bonds, Water and Sewer Fund

## Water & Sewer Prioritization List... continued

Rank	Project Name	Total Cost	Funding Sources
17	Water Treatment Plant 2: Basin Modifications	5,133,850	Revenue Bonds, Water and Sewer Fund
18	Collector Well 5	13,272,783	Revenue Bonds
19	Raw Water Transmission Main, CW5 to WTP2	28,761,332	Revenue Bonds
20	Water Treatment Plant 2: Electric/Backup Power	5,228,400	Revenue Bonds, Water and Sewer Fund
21	119th Street Water Transmission Main Improvements	6,450,171	Revenue Bonds, Water and Sewer Fund
22	Water Treatment Plant 2: Membrane Module Additions	3,980,500	Water & Sewer Fund
23	Water Treatment Plant 2: Basin Expansion	15,721,700	Revenue Bonds, Water and Sewer Fund
24	Standpipe Recoating's	3,054,600	Water & Sewer Fund
25	West Cedar Creek Sewer Interceptor	54,697,370	Revenue Bonds
26	Water Treatment Plant 2: Membrane Module Replacement	4,518,000	Revenue Bonds
27	Water Treatment Plant 1: Demolition	5,432,600	
28	Cedar Creek WWTP: Expansion Phase II	80,450,000	Revenue Bonds
29	5 MG Water Storage Tank, Pump Station and 24" Main	56,093,000	Revenue Bonds
30	West Olathe Water Transmission Main Improvements	47,010,000	Revenue Bonds
31	Raw Waterline CW5 to CW6	4,902,000	Revenue Bonds
32	Collector Well 6	16,130,000	Revenue Bonds

## Stormwater Prioritization Results

Rank	Project Name	Total Cost	Funding Source
1	Stormwater Improvements Project	2,000,000	Stormwater Fund
2	Mill Creek ( E Prairie to E Cedar) PH 1 Stormwater Impr.	6,135,000	Stormwater Fund; SMAC
3	Brougham Drive Detention Basin	5,200,000	Stormwater Fund; SMAC
4	Mill Creek ( E Prairie to E Cedar) PH 2 Stormwater Impr.	5,000,000	Stormwater Fund; SMAC
5	Little Cedar Creek (Park to Elm) PH 2 Stormwater Impr.	3,585,000	Stormwater Fund; SMAC
6	Indian Creek - Lindenwood (Jamestown to Arrowhead) Stormwater Impr.	3,670,000	Stormwater Fund; SMAC
7	Upper Cedar Creek (169 Hwy to Mahaffie St) Stormwater Impr.	2,535,000	Stormwater Fund; SMAC
8	Stevenson St (Grace Terr to Oak St)	2,645,000	Stormwater Fund; SMAC
9	Lindenwood (Spruce to Santa Fe)	2,695,000	Stormwater Fund; SMAC
10	Lake and Dam Restoration	3,500,000	Stormwater Fund; SMAC

## Solid Waste Prioritization Results

Rank	Project Name	Total Cost	Funding Source
1	Compost Site	865,000	Solid Waste Fund
2	Transfer Station Expansion	9,847,564	Solid Waste Fund
3	Robinson Covered Parking	579,582	Solid Waste Fund



Questions

