

AGENDA
OLATHE CITY COUNCIL
REGULAR SESSION
COUNCIL CHAMBER
100 EAST SANTA FE
Tuesday, March 7, 2017
6:30 p.m.

1. CALL TO ORDER

2. 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. Acquisition of property for the Meadow Lane Trail Project, PN 4-C-010-15. (Ron Shaver/Michael Meadors)

B. Acquisition of property in downtown Olathe. (Ron Shaver)

3. RECONVENE FROM EXECUTIVE SESSION

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

5. PLEDGE OF ALLEGIANCE

6. SPECIAL BUSINESS

A. Presentation of Community Traffic Safety Platinum Award to the Police Department Traffic Unit by the American Automobile Association (AAA). (Steve Menke/Grant Allen)

B. Presentation of the Tnemac Tank of the Year finalist award for the Black Bob Park Water Tower. (Karen Hooven)

7. 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 21, 2017. (Dianna Wright/David Bryant)

- B. Consideration of business expense statement for Councilmember Wes McCoy to attend the National League of Cities 2016 City Summit November 16 – 19, 2016 in Pittsburg, PA. (Brenda Long)
- C. Consideration of Resolution 17-1021 for approval of a Special Use Permit Renewal (SU-16-015) for Avis Rental Car; located at 1804 E. Santa Fe Street. (Aimee Nassif/Dan Fernandez)
- D. Consideration of the Consent Calendar. (Mary Jaeger/Celia Duran)
- E. Consideration of Resolution No. 17-1022 accepting funds from the Surface Transportation Program (STP), Congestion Mitigation/Air Quality Program (CMAQ) or Transportation Alternative Program (TAP) funds through the Mid-America Regional Council (MARC) (Mary Jaeger/Celia Duran)
- F. Consideration of a Professional Services Agreement with TranSystems Corporation for design of the Santa Fe and Black Bob Geometric Improvements Project, PN 3-C-106-17. (Mary Jaeger/Celia Duran)
- G. Consideration of a Professional Services Agreement with TranSystems Corporation for design of the 119th and Black Bob Geometric Improvements Project, PN 3-C-030-17. (Mary Jaeger/Celia Duran)
- H. Consideration of Engineer's Estimate, acceptance of bids and award of contract to Sosaya & Sons Construction, Inc. for construction of the Traffic Signal Installation (159th Street and Old 56 Highway) Project, PN 3-C-002-13. (Mary Jaeger/Celia Duran)
- I. Consideration of the acceptance of sculpture for the 2017 Downtown Outdoor Sculpture Exhibit. (Michael Meadors/Renee Rush)
- J. Consideration of renewal of contract with HD Supply Waterworks for purchase of Sensus water meters for the Water/Wastewater Division of the Public Works Department. (Mary Jaeger/Stephanie Creed)
- K. Consideration and acceptance of renewal of contract to Stericycle Environmental Solutions for household hazardous waste disposal. (Mary Jaeger/Stephanie Creed)
- L. Acceptance of bids and consideration of award to Precision Glass Services for Windows and Installation at Water Plant #2. (Mary Jaeger/Stephanie Creed)
- M. Consideration of the purchase of Kennedy Fire Hydrants from Olathe Winwater Works for the Dresser Hydrant Replacement Project. (Mary Jaeger/Stephanie Creed)
- N. Consideration of acceptance of bids and award of contract to Westland Construction, Inc. for the Dresser Hydrant Replacement Project, PN 5-C-030-16, and hydrant installation price agreement. (Mary Jaeger/Stephanie Creed)

- O. Acceptance of bids and consideration of award of contracts to Kansas Land Management and Arbor Masters Tree & Landscape for mowing services. (Michael Meadors/Stephanie Creed)
- P. Acceptance of bids and consideration of award of contract to Gerken Rent-All for portable toilet rental services. (Michael Meadors/Stephanie Creed)

8. 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 on 106.40± 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 approval 6-0 (Aimee Nassif/Sean Pendley)
Tabled from the February 21, 2017 City Council meeting

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 (Olathe) and a preliminary development plan for Madison Falls consisting of 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/Sean Pendley) **Tabled from the February 21, 2017 City Council meeting**

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

- C. Consideration of Ordinance 17-14 (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)
Tabled from the February 21, 2017 City Council meeting

Action needed: Concur and approve; deny (5 positive votes required), or return to the Planning Commission.

- D. Consideration of Ordinance 17-15 (ANX-16-003) for annexation of approximately 186.4± acres located west of Lone Elm Road and north of 167th Street, and voluntary annexation agreements between the City of Olathe, 167th Street Land, LLC, and the Dale & Delores George Trust and Frank Wenzel II/William Wenzel. Owner: Dale & Delores George Trust/Frank H. Wenzel. Applicant: Robert Heise/Meyer Companies. (Aimee Nassif/Sean Pendley)

Action needed: Approve; Deny (4 positive votes required)

9. NEW BUSINESS – ADMINISTRATION

- A. Consideration of Ordinance No. 17-16 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. (Michael Meadors/Renee Rush)

Action needed: Consider motion to approve or deny.

10. NEW CITY COUNCIL BUSINESS

11. END OF TELEVISED SESSION

12. GENERAL ISSUES AND CONCERNS OF CITIZENS

13. CONVENE FOR PLANNING SESSION

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

A. REPORTS

B. DISCUSSION ITEMS

1. Presentation by ETC Institute on the results of the 2016 DirectionFinder Survey. (Dianna Wright/Chris Tatham) **(60 mins)**
2. Discussion on 159th Street and Black Bob Road Improvements Project (Mary Jaeger/Celia Duran) **(10 mins)**

14. 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. **Tabled from the February 21, 2017 City Council meeting** (City Council)

15. RECONVENE FROM EXECUTIVE SESSION

16. ADDITIONAL ITEMS

17. ADJOURNMENT

COUNCIL AGENDA ITEM

SB-A

Department: Police Department

Council Meeting Date: 3/7/17

Staff Contact: Major Grant Allen

Subject: Award presentation to the Olathe Police Department Traffic Unit by representatives of the American Automobile Association (AAA) Community Traffic Safety Awards Program and Kansas Department of Transportation.

Key Result Area: New Business

Executive Summary: In August of 2016, the Olathe Police Department Traffic Unit submitted an application for the 2016 AAA Community Traffic Safety Awards Program. Awards are presented to communities for their efforts to improve local traffic safety for the year. Points are earned for participation in different traffic safety programs to include, a Traffic Safety Committee, Safe Routes to Schools, "Four E" Programs and Projects (Education, Emergency Medical Response, Enforcement and Engineering), and Statistical Measures of Success.

We were recently contacted and informed the Olathe Police Department Traffic Unit has earned the Platinum Award for 2016. Bob Hamilton, a representative from KDOT, has requested the opportunity to present the award to the Olathe Police Department Traffic Unit at the City Council meeting on March 7th, 2017.

Fiscal Impact: N/A

Recommendations/Options/Action Requested: Bob Hamilton, a representative from KDOT, has requested the opportunity to present the award to the Olathe Police Department Traffic Unit at the City Council meeting on March 7th, 2017.

Attachments: N/A

COUNCIL AGENDA ITEM

SB-B

Department: City Manager's Office

Council Meeting Date: March 7, 2017

Staff Contact: Karen Hooven/Brenda Long

Subject: Presentation of the Tnemec Tank of the Year finalist award for the Black Bob Park Water Tower.

Focus/Perspective Area: Engaged Workforce

Executive Summary: In 2006, Tnemec created an annual Tank of the Year contest to celebrate the innovative and creative uses of coatings on water storage tanks. Each year, post-construction photos of newly painted water tanks are submitted to be judged by the Tnemec internal committee to choose the Tank of the Year. This year over 240 water tanks were submitted, including Olathe's water tank in Black Bob Park. The Black Bob water tank is over 35 years old and with its recent recoating has won two separate awards.

Olathe's Black Bob water tank was chosen as one of ten runner-ups for the 2017 Tank of the Year award and is featured in Tnemec's Tank of the Year calendar for the month of August.

In addition, a separate contest was available for the People's Choice Award. Olathe's tank received 161 on-line votes in the People's Choice category and is one of 13 tanks featured on Tnemec's promotional poster.

Fiscal Impact: N/A

Recommendations/Options/Action Requested: Recognize Olathe's Public Works Department and the Black Bob Water Storage Tank for placing in the Tnemec Tank of the Year contest.

Attachments:

COUNCIL AGENDA ITEM

CA-A

Department: Resource Management/City Clerk's Office **Council Meeting Date:** March 7, 2017

Staff Contact: David Bryant, Deputy City Clerk

Subject: Consideration of Regular Call Council meeting minutes for February 21, 2017.

Focus/Perspective Area: Effective Organization

Executive Summary: The Regular Call Council meeting minutes of February 21, 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 21, 2017

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

1. PRESENTATION OF LAKE OLATHE AND CEDAR LAKE SCHEMATIC PLANS

Prior to the start of the regular session, Governing Body members met in the City of Governors' room at 5:00 p.m. to hold a study session for a presentation concerning the Lake Olathe and Cedar Lake schematic plans.

2. CALL TO ORDER

3. RECONVENE FROM STUDY SESSION

4. EXECUTIVE SESSION – 6:35 P. M.

Motion by Randall, seconded by Bacon to recess into an executive session for 25 minutes under the real property acquisition exception to the Kansas Open Meetings Law to discuss the following items. Passed 5-0.

A. Discuss the acquisition of property in downtown Olathe.

The meeting recessed at 6:35 p.m.

5. RECONVENE FROM EXECUTIVE SESSION

The meeting reconvened at 6:59 p.m. with Councilmember Randall reporting that the City Council received a report from staff and no decisions were made.

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

7. PLEDGE OF ALLEGIANCE

Mayor Copeland invited Boy Scout Grayson Miller with Troop 181 to lead the audience in the pledge of allegiance.

Mayor Copeland announced the following changes to the agenda: Items 10a, 10b and 10f under New Business – Pubic Works will be removed at the applicants request and re-scheduled to a later date. The Executive Session concerning the City Manager's evaluation will also be re-scheduled to a later date.

8. SPECIAL BUSINESS

PRESENTATIONS

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

Mayor Copeland stated the Mayor's Christmas Tree Fund supports various charities in the community and this year a record total of \$183,567 was raised. Mayor Copeland pointed out that over \$30,700 alone was raised by students in the Olathe Public Schools "Pennies for Shoes" campaign.

Mayor Copeland invited 2016 Campaign Chair Lori Tinkler forward for her comments and presentation of checks by members of the Mayor's Christmas Tree Fund Board to the various beneficiaries.

9. CONSENT AGENDA

Motion by Randall, seconded by Bacon, to approve the Consent Agenda.
Passed 5-0.

MINUTES

- A. Council meeting minutes of February 7, 2017 were approved.

ECONOMIC DEVELOPMENT

- B. 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. was approved.

EXPENSES

- C. Business expense statement for Mayor Michael Copeland for expenses incurred to attend the 85th Winter Meeting on the U.S. Conference of Mayors in Washington, DC, January 17-20, 2017 was approved.

ECONOMIC DEVELOPMENT

- D. Pre-Development Agreement with Ridgeview Equities, LLC, for a development project at the southwest corner of K-10 highway and Ridgeview Road was approved.

PLATS

- E. 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 was approved.
- 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 was approved.

PROJECTS

- G. Consent Calendar.
- 1) Project Completion Certificates
 - a) Downtown Trash Enclosure – 7-C-003-16 – Trash Enclosure was approved.
 - 2) Change Orders
 - a) Downtown Trash Enclosure – 7-C-003-16 was approved.
 - 3) Final Payment to Contractors
 - a) Downtown Trash Enclosure – 7-C-003-16 was approved.

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

- H. Resolution No. 17-1017 authorizing the Traffic Signal Project, PN 3-C-004-17 was approved.
- I. Resolution No. 17-1018 authorizing the Advanced Transportation Management System (ATMS) Replacement and Repair Project, PN 3-C-037-17 was approved.
- J. Resolution No. 17-1019 authorizing the Brougham Drive Detention Basin Project, PN 2-C-002-16 was approved.
- K. Resolution No. 17-1020 authorizing the 2017 Street Reconstruction Program, PN 3-R-000-17 was approved.

CONTRACTS

- L. Property lease for storage of traffic operations equipment was approved.
- M. 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 was approved.
- N. Acceptance of bid and award of contract to K.C. Bobcat for the purchase of one (1) replacement track loader for the Parks & Recreation Department was approved.
- O. Acceptance of bid and award of contract to Norris Equipment for the purchase of four (4) replacement front-mounted zero turn mowers for the Parks & Recreation Department was approved.
- P. Renewal of contract with Overhead Door Company for door repair and replacement services for various City departments was approved.
- Q. Acceptance of proposal and award of contract to Meggitt Training Systems, Inc. for the updates on the police firing range was approved.
- R. Acceptance of proposal and award of contract to CCS for the updates on the Audio/Visual Equipment, Computers, and software in the Police Main Investigations Conference Room was approved.
- S. Acceptance of bid and 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 was approved.
- T. Acceptance of bid and 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 was approved.
- U. Renewal of contract to Stanion Wholesale Electric Company for the purchase of LED Lighting for the Traffic Division of Public Works was approved.

10. NEW BUSINESS – PUBLIC WORKS

REZONING

- A. 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 167th Street and US 169 Highway. **This item was removed from the agenda at the applicant's request.**
- B. 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. **This item was removed from the agenda at the applicant's request.**
- C. 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 was considered.

Senior Planner Sean Pendley completed a presentation covering the rezoning and preliminary site development plan for this project. Mr. Pendley stated as reflected in the rezoning ordinance for your approval tonight are the following three stipulations:

- (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

Mr. Pendley stated that staff 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, which is stipulation 1 in the ordinance. Mr. Pendley stated staff supports stipulation 2 in the ordinance concerning spandrel glass. Stipulation 3 in the ordinance is standard for this type of project. Mr. Pendley concluded that even though the stipulation concerning use of brick versus stucco was removed by the Planning Commission, staff does recommend the use of brick in lieu of split-faced CMU.

Councilmember Bacon asked if this was the best use for this piece of land.

Mr. Pendley stated it is more conducive to retail use or an office building, however there are a lot of challenges to this property, which makes this an appropriate use.

Councilmember Bacon asked Mr. Pendley to address the private road versus public road and why we are continuing a private road.

Mr. Pendley stated he felt it was a continuation of what we have existing and that the private drives were being built to the public street specifications.

Transportation Manager Beth Wright stated when the initial development plan for this area came in it showed private streets, which are required to be built to public street standards. Ms. Wright stated comprehensive developments prefer private streets as the setbacks are different for those.

Councilmember Bacon stated he would personally like to see the City move away from private streets, preferably the developer would build and turn over as a public street.

Councilmember McCoy asked Mr. Pendley to clarify the private streets on this project.

Mr. Pendley reviewed the existing and proposed private streets.

Councilmember Vogt stated she would also like the City to steer away from private streets. Ms. Vogt felt that the private roads should be built to public street standards, since many times the City is asked to consider making those streets public.

Councilmember Randall stated he thought we had a policy that stated the City was done with private streets, but he does not want that to be a hindrance to this development. Mr. Randall stated for the future he would hope we would not be bringing private streets back even if they were on the original plat.

Curtis Petersen, 6201 College Boulevard, addressed the Governing Body on behalf of the applicant and owners. Mr. Petersen gave background and context for the project, site, plan and stipulations.

Mr. Petersen stated that the applicant would fully support whatever the Council would like short of any setback issues that would mess up their building design concerning the private street versus public street concerns Council has expressed.

Mr. Petersen indicated that the building material stipulation by the Planning Commission was revised concerning the use of brick. The applicant requested using block as it rendered better than the brick and the Planning Commission agreed. The decision on the materials was not due to cost as this is a several million dollar project.

Mr. Petersen stated that the applicant is asking for a variance for stipulation 1 in the ordinance (The North and East building elevations shall include a minimum of 20 percent glass for primary facades) and that staff supports the applicants request for modifying the stipulation concerning reduction of glass from 20% to 12% on the North and 9% on the East.

Mr. Peterson stated that the applicant is also asking for a variance for stipulation 2 in the ordinance (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) concerning the

spandrel glass on the South and West elevations to make the storage doors not visible. Mr. Petersen stated that these are not doors, but rather an architectural feature element of the building designed to enhance the aesthetics.

Councilmember Randall asked about building access, which Mr. Peterson addressed.

Councilmember Bacon asked if the proposed project would incorporate large posters advertising rates.

Mr. Petersen stated that they would not have any type of signage like that in the building.

Mayor Copeland asked Council if they were okay with granting the variances to the stipulations as requested by the applicant, if so that a motion would be in order.

Motion by Randall, seconded by Bacon, to approve Ordinance No. 17-12 including the stipulation variances as requested by the applicant. Passed 5-0.

PLATS

- 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 was considered.

Motion by Randall, seconded by Bacon, to approve. Passed 5-0.

ZONING

- E. 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 was considered.

Senior Planner Sean Pendley completed a presentation covering the zoning amendment and preliminary development plan for this project.

Mayor Copeland asked if the proposed development causes any of the stormwater discharge issues.

Mr. Pendley stated that it does not.

Motion by Randall, seconded by Bacon, to approve Ordinance 17-13 including the removal of the pitched roof stipulation. Passed 5-0.

- F. Ordinance 17-14 (VAC-16-008) for a vacation of alley at 435 North Kansas Avenue. **This item was removed from the agenda at the applicant's request.**

11. NEW CITY COUNCIL BUSINESS

Councilmember McCoy thanked the Boy Scouts who were in attendance this evening.

Mayor Copeland reminded the Councilmembers of the joint City Council and Olathe School Board of Education meeting scheduled for Thursday, February 23 at the Board of Education building.

Assistant City Manager Sherman stated that Public Works Director Jaeger would like to introduce a new staff member. Ms. Jaeger introduced the City's new Chief Planning Development Officer, Aimee Nassif, who comes to us from Chesterfield, Missouri.

12. END OF TELEVISED SESSION

13. GENERAL ISSUES AND CONCERNS OF CITIZENS

None

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

ANNEXATION

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) was accepted..

PROJECTS

2. Report on 159th Street and Black Bob Road Improvements Project was accepted.

B. DISCUSSION ITEMS

LEGISLATIVE PROGRAMS

1. A presentation of the Federal Legislative Agenda was completed by Communication Director Tim Danneberg..

PUBLIC ART

2. A presentation of the 2017 Downtown Outdoor Sculpture Exhibit was completed by Parks and Recreation Program Analyst Renee Rush and will be brought to the next City Council meeting for consideration.

MUNICIPAL CODE

3. Public Art and Culture Commission and establishing the Public Art Committee and Public Art Fund was presented by Parks and Recreation Director Michael Meadors.

Mr. Meadors discussed proposed ordinance revisions to the municipal code and asked for the Governing Body's goals and direction going forward.

Councilmember Bacon asked for an expanded public art definition.

Councilmember McCoy would like to see art not only outside, but indoors too.

Councilmember Randall likes the original term and thinks this is a natural evolution as the City grows. Mr. Randall indicated that he would like to see how this compares on a per resident basis with other cities. Mr. Randall further stated that he personally would like to see the \$125,000 doubled to the \$250,000 amount.

Councilmember Vogt questioned the public and private sector art and if a public piece in the private sector would be accessible to the public.

Mr. Meadors stated that the recommendation at this time does not require private sector art to be publicly accessible.

Mayor Copeland stated the goal is to establish a funding mechanism.

Mr. Meadors asked for direction on what the range should be. The consultant has indicated 2% on public buildings, .50 cents per square foot and \$15 for parking. Staff has come up with a comparable that would reduce it to 1% on an eligible project and .10 cents per square foot.

Councilmember McCoy said he is in favor of a lesser amount.

Mayor Copeland stated he thought we did not need to be at a competitive disadvantage with our neighboring cities.

Mayor Copeland asked about the Community Foundation.

Ms. Sherman stated research is still being done on the Community Foundation and can be brought forward with this recommendation if the City Council would like.

Mayor Copeland instructed staff to move this item forward and that 1% sounds like a common number.

BUDGET

4. Presentation of the 2018-2022 CIP Prioritization Review was completed by Budget Manager Matthew Randall. Mr. Randall asked that the Governing Body provide input to him concerning the CIP at the conclusion of his presentation. Mr. Randall stated this item would be back before the City Council on June 20th when the City Manager presents the budget.

COMMUNICATIONS & CUSTOMER SERVICE

5. Communications and Customer Service Activities and Initiatives Presentation was completed by Communication Director Tim Danneberg.

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. **This item was postponed to the next City Council meeting**

16. RECONVENE FROM EXECUTIVE SESSION

17. ADDITIONAL ITEMS

Mayor Copeland reminded the City Council about the joint City Council and Olathe School Board of Education meeting on Thursday. Mr. Copeland also reminded the City Council to submit topics for their upcoming retreat. Mr. Copeland stated a final thought was that their meeting at 5:00 p.m. concerning the lakes project was great and asked for thoughts concerning a process like they did for the community center and library project.

18. ADJOURNMENT

The meeting adjourned at 10:17 p.m.

David F. Bryant III, MMC
Deputy City Clerk

COUNCIL AGENDA ITEM

CA-B

Department: City Manager's Office

Council Meeting Date: March 7, 2017

Staff Contact: Brenda Long

Subject: Consideration of business expense statement for Wes McCoy to attend the National League of Cities 2016 City Summit November 16 – 19, 2016 in Pittsburgh, PA.

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 City Manager be placed on the Council agenda for approval

Fiscal Impact: See attached statements; expenses were included in 2016 budget.

Recommendations/Options/Action Requested: Approve the attached business expense statement as part of the Consent Agenda.

Attachments: A: McCoy BES - NLC



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:	Wes McCoy	Employee #	185737	Department:	Council
Business Expense Purpose:	National League of Cities	Destination:	Pittsburgh, PA		
Departure Date:	11/16/16	Return Date:	11/19/16		
Comments:	Flight charge was for 2 tickets/deducted Nancy's flight from travel advance			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:	450.00	Registration:	450.00			
Airfare:	359.11	Airfare:	1,286.00			(551.82)
Lodging:	1,144.25	Lodging:	2,354.12			(42.39)
Car Rental:	-	Car Rental:				
KCI Airport parking:	50.00	KCI Airport parking:	38.00			178.70
		Meals Overnight Travel 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: Rate # of days 54.00 8.0 432.00 Meals Provided will deduct from per diem: Breakfast 12.00 2 24.00 Lunch 13.00 - Dinner 24.00 1 24.00	
Per Diem for Meals:	324.00	Per Diem for Meals:				384.00
		STOP 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
Private Vehicle Mileage:	43.20	Mileage:				43.20
Cab/Shuttle fares/		Cab/Shuttle fares/				
Tolls/Baggage fees:	50.00	Tolls/Baggage fees:	94.00			
Fuel - City Vehicle:	-	Fuel - City Vehicle:				
Meals Local:	-	Local Meals:	87.41			
		Business Meeting:				
Miscellaneous Expense:	-	Miscellaneous Expense:				
TOTAL TRA EXPENSES	2,420.56	TOTAL EXPENSES		4,321.22		
		Total Expensed paid by employee		11.69		
		Travel Advance issued to Employee		0		
		Amount owed Employee/ (owed to City)		11.69		
		Comments: The hotel bill includes some extra charges that Michael Wilkes has approved.				
		if not 0 all totals are not allocated				

Counice 11/17

Total Expensed paid by employee

Travel Advance issued to Employee

Amount owed Employee/ (owed to City)

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.

Counice 11/24

Page 1 of 2

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

Business Expense Statement continued

Name: Wes McCoy
 Business Expense Purpose: Pittsburgh, PA

Department: Council

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

Date	Destination	Rate	Miles	Amount
11/16/16	To MCI	0.54	40	21.60
12/18/16	From MCI		40	21.60
				-
				-
				-
Total				43.20

Cab/Shuttle fares/Tolls:

Date	Description	Amount
11/16/16	Pittsburgh Super Shuttle	92.00
12/17/16	Pittsburgh Super Shuttle	44.00
1/17/17	Shuttle Credit	(42.00)
Total		94.00

Fuel - City Vehicle:

Date	Amount
Total	-

Meals Local:

Date	Breakfast	Lunch	Dinner	Maximum allowed:
11/19/16			✓ 53.01	Breakfast 15.00
11/18/16	34.40	✓		Lunch 16.00
				Dinner 28.00
Total	87.41	✓		Receipts are required

Business Meeting & Guests:

Date	Purpose	Firm & Persons Present	Amount
Total			-

Miscellaneous Expense:

Date	Description	Amount
Total		-

COUNCIL AGENDA ITEM

CA-C

Department: Public Works/City Planning Division

Council Meeting Date: March 7, 2017

Staff Contact: Dan Fernandez, Planner II

Subject: Consideration of Resolution No. 17-1021, for approval of a special use permit renewal (SU-16-015) for Avis Rental Car; to allow for an auto rental facility and office located at 1804 East Santa Fe Street.

Owner/Applicant: Karen or Cole Brokenicky.

Focus/Perspective Area: Economic Viability

Executive Summary: This is a request for a renewal of a special use permit for Avis Car Rental business at 1804 E. Santa Fe Street. The initial permit (SU-07-001) to allow a motor vehicle rental at this location was approved in February 2007. A renewal (SU-11-012) was approved in March 2012. Both special use permits were approved with a 5 year time limit. There are not proposed changes to the site, building or operation with this special use permit renewal.

There are 17 parking spaces on-site. There are 10 spaces for car rentals, 5 spaces for customers and 2 handicap spaces. The applicant states that the business rents a few cars up to 30 cars a day. Vehicles shall be parked in designated parking stalls and not in the drive aisles.

Staff added landscaping stipulations to the permit renewal including shrubs on the landscape island and south property line. In addition, foundation landscaping shall be added along the west side of the building to match the existing foundation landscape on the south and east elevations. Landscaping shall be planted between March 15 and June 15, 2017 which is the spring planting season per *Section 18.30.130F* of the *Unified Development Ordinance (UDO)*.

A neighborhood meeting was not required since there are no residential properties located nearby and there have been no complaints about the business reported to the City. The applicant did send out the required certified letters to property owners within 200 feet of the subject site and placed a sign on-site.

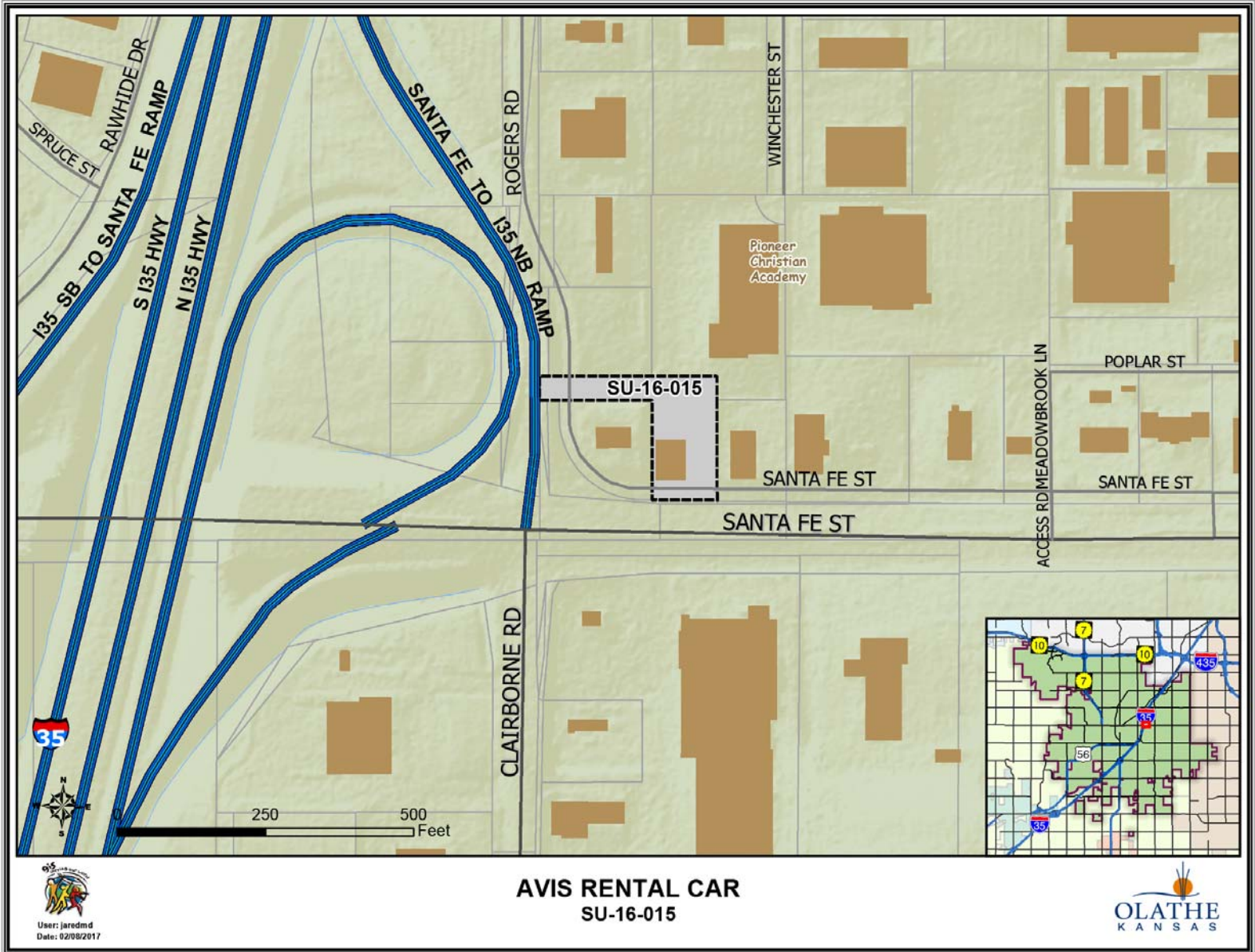
On February 13, 2017, the Planning Commission conducted a public hearing for the renewal of the special use permit. No one appeared to speak for or against the proposal. The Commission recommended approval of SU-16-015 by a vote of 7-0 with stipulations shown on page 3 of the Planning Commission minutes.

Fiscal Impact: None.

Recommendations/Options/Action Requested:

1. Approve Resolution No. 17-1021 to renew a special use permit for Avis Rental Car as stipulated by the Planning Commission.
2. Deny (5 positive votes required) Resolution No. 17-1021 to renew a special use permit for Avis Rental Car for reasons outlined by the Governing Body.
3. Return the request to renew a special use permit for Avis Rental Car to the Planning Commission in order for the Commission to address City Council directives.

Attachments: 1. Maps. 2. PC minutes. 3. Resolution No. 17-1021





City of Olathe
City Planning Division

MINUTES

Planning Commission Meeting: February 13, 2017

Application:	<u>SU-16-015</u> Renewal of a special use permit for a vehicle rental (Avis)
Location:	1804 E. Santa Fe Street
Owner/Applicant:	Karen Brokenicky
Staff Contact:	Dan Fernandez

Site Area:	<u>0.44± acres</u>	Proposed Use:	<u>Vehicle rentals</u>
	Land Use	Zoning	Comprehensive Plan Designation
Site	<u>Car rental</u>	<u>C-3</u>	<u>Commercial Corridor</u>
North	<u>Church</u>	<u>CP-3</u>	<u>Commercial Corridor</u>
East	<u>Restaurant (vacant)</u>	<u>C-3</u>	<u>Commercial Corridor</u>
South	<u>Retail Stores</u>	<u>C-3</u>	<u>Commercial Corridor</u>
West	<u>Retail</u>	<u>C-3</u>	<u>Commercial Corridor</u>

1. Comments:

This is a request for a renewal of a special use permit for Avis car rental business at 1804 E Santa Fe Street. The initial permit (SU-07-001) to allow a motor vehicle rental at this location was approved in February 2007. A renewal (SU-11-012) was approved in March 2012. Both special use permits were approved with a 5 year time limit. There are no proposed changes to the site, building or operation with this special use permit renewal.

There are 17 parking spaces on-site. There are 10 spaces for car rentals, 5 for customers and 2 handicap spaces. The applicant states that the business rents a few cars up to 30 cars a day. Vehicles shall be parked in designated parking stalls and not in the drive aisles.

After inspecting the site, staff added landscaping stipulations to the permit renewal. Two shrubs shall be planted on the landscape island along the south property line. Also, foundation landscaping shall be added along west side of the building to match the

existing foundation landscaping on the south and east elevations. Landscaping shall be planted between March 15 and June 15, 2017 which is the spring planting season per *Section 18.30.130.F* of the *Unified Development Ordinance (UDO)*. The applicant is agreeable to all stipulations.

2. Neighborhood Meeting/Public Notice:

A neighborhood meeting was not required since there are no residential properties located nearby and there have been no complaints about the business reported to the City. The applicant did send out the required certified letters to property owners within 200 feet of the subject site and placed a sign on-site.

3. Time Limit

Per Section 18.40.100 of the *UDO*, special use permits have a time limit of five (5) years which would set an expiration date of March 7, 2022 for this application. However, the Planning Commission can recommend shorter or longer time limits based on the circumstances of each case. Staff has not received any complaints about the permit.

4. Staff Recommendation:

- a. Staff recommends approval of SU-16-015, for the following reasons:
 - (1) The proposal conforms to the Goals, Objectives and Policies of the *Comprehensive Plan*.
 - (2) The proposal complies with the *Unified Development Ordinance (UDO)* criteria for considering special use permit requests.
- b. Staff recommends approval of SU-16-015 subject to the following stipulations:
 - (1) The Special Use Permit is valid for a period of five (5) years following Governing Body approval, with an expiration date of March 7, 2022.
 - (2) All landscaping shall be maintained per the requirements of the *Unified Development Ordinance*. Any dead or missing landscaping shall be immediately replaced.
 - (3) Two shrubs shall be planted on the south parking lot island prior to June 15, 2017.
 - (4) Additional foundation landscaping shall be planted along the west elevation to match the existing foundation landscaping prior to June 15, 2017.
 - (5) Vehicles shall be parked in designated parking stalls and not in the drive aisles.

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

Mr. Fernandez: This is a request for renewal of a special use permit for Avis Car Rental at 1804 East Santa Fe Street. There are no proposed changes to the site, building or operation with this special use permit renewal. Staff has added stipulations that additional landscaping be planted along the foundation on the west side, as well as a couple shrubs on the parking island on the

southeast corner of the property, as labeled on the site plan. No neighborhood meeting was required because there are no residential uses within 500 feet of the property. The applicant did send out certified letters and placed a sign on site. Special use permits have a time limit of five years. However, the Planning Commission can recommend longer or shorter based on the circumstances of each case. Staff is recommending approval as stipulated in the staff report. The applicant is present to address the Commission, if needed. I'd be happy to answer any questions.

Chairman Vakas: Thank you. Questions for Mr. Fernandez? [None.] Very good. The public hearing is now open; could the applicant come forward?

Karen Brokenicky, 2400 Heartland Drive, Manhattan, KS, appeared before the Planning Commission and made the following comments:

Ms. Brokenicky: There are no planned changes to the area. The plants will be done as feasible to do so.

Chairman Vakas: This is a routine renewal of an existing special use permit.

Ms. Brokenicky: Yes.

Chairman Vakas: Very good. Commissioners, questions of the applicant? [None.] Thank you, ma'am. Commissioners, if there's no further discussion, may I have a motion to close the public hearing?

Motion by Commissioner Freeman, seconded by Commissioner Rinke, to close the public hearing.

Motion was approved unanimously.

Chairman Vakas: The public hearing is closed. Commissioners, do we need any special discussion for this item? [None.] All very straightforward.

Motion by Commissioner Freeman, seconded by Commissioner Munoz, to approve SU-16-015, with the following stipulations:

- (1) The Special Use Permit is valid for a period of five (5) years following Governing Body approval, with an expiration date of March 7, 2022.
- (2) All landscaping shall be maintained per the requirements of the *Unified Development Ordinance*. Any dead or missing landscaping shall be immediately replaced.
- (3) Two shrubs shall be planted on the south parking lot island prior to June 15, 2017.
- (4) Additional foundation landscaping shall be planted along the west elevation to match the existing foundation landscaping prior to June 15, 2017.
- (5) Vehicles shall be parked in designated parking stalls and not in the drive aisles.

Aye: Sutherland, Freeman, Nelson, Rinke, Fry, Munoz, Vakas (7)

No: (0)

Motion carried 7-0.

RESOLUTION NO. 17-1021

A RESOLUTION GRANTING RENEWAL OF A SPECIAL USE PERMIT FOR AN AUTO RENTAL FACILITY AND OFFICE SUBJECT, HOWEVER, TO THE STIPULATIONS HEREINAFTER MORE FULLY EXPRESSED.

WHEREAS, Application No. SU-16-015 was filed with the City of Olathe, Kansas, on the 30TH day of December 2016; and

WHEREAS, said Application requested that the Governing Body of the City of Olathe, Kansas, issue renewal of a special use permit for an auto rental facility and office on the following described property:

TRACT 1:

THE WEST 110 FEET OF ALL THAT PART OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 13, RANGE 24, IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF LOT 31, UNITED INDUSTRIAL PARK, A SUBDIVISION IN THE CITY OF OLATHE, JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF AND 346.72 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 1 OF SAID SUBDIVISION; THENCE SOUTH 175.83 FEET TO THE NORTH RIGHT OF WAY LINE OF K-150 HIGHWAY; THENCE NORTH 89 DEGREES, 50 MINUTES, 45 SECONDS WEST, ALONG SAID RIGHT OF WAY 215 FEET; THENCE NORTH 85 DEGREES, 12 MINUTES, 41 SECONDS WEST ALONG SAID RIGHT OF WAY 11.03 FEET; THENCE NORTH 174.94 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES, 45 SECONDS EAST 226 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN ROAD, THE EAST LINE OF SAID WEST 110 FEET IS MEASURED AS RIGHT ANGLES TO AND IS PARALLEL WITH SAID WEST LINE, EXCEPT THAT PART IN ROAD..

TRACT 2:

AN APPURTENANT, NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS AND DRIVEWAY PURPOSES FILED AS FILE NO. 1117815, IN VOLUME 1235, AT PAGE 174, OVER AND ACROSS ALL THAT PART OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 13, RANGE 24, CITY OF OLATHE, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE LAND DESCRIBED IN PARCEL 1 ABOVE; THENCE NORTH 89 DEGREES, 50 MINUTES, 45 SECONDS WEST ALONG THE WESTERLY PROLONGATION OF THE NORTH LINE OF SAID LAND DESCRIBED IN PARCEL 1 ABOVE 189 FEET TO A POINT IN THE EAST LINE OF ROGERS ROAD BEING ALSO A POINT IN THE WEST LINE OF SAID SOUTHEAST ¼ OF SAID SECTION 30; THENCE NORTH ALONG SAID EAST LINE OF ROGERS ROAD 40 FEET; THENCE SOUTH 89 DEGREES, 50 MINUTES, 45 SECONDS EAST ALONG A LINE PARALLEL WITH SAID WESTERLY PROLONGATION OF SAID NORTH LINE OF LAND DESCRIBED IN PARCEL 1 ABOVE 189 FEET TO A POINT

WHICH BEARS DUE NORTH A DISTANCE OF 40 FEET FROM THE POINT OF BEGINNING; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT IN SAID NORTH LINE OF SAID LAND DESCRIBED IN PARCEL 1 ABOVE DISTANCE THEREON SOUTH 89 DEGREES, 50 MINUTES, 45

SECONDS EAST 40 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 50 MINUTES, 45 SECONDS WEST ALONG SAID NORTH LINE 40 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN ROAD.

WHEREAS, such property is zoned C-3; and

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

WHEREAS, the Planning Commission and the City Council of the City of Olathe, Kansas, having given the requisite notices by publication and otherwise, and after holding a public hearing on the 13th day of February 2017, and affording a full and fair hearing to all the property owners, generally, and to other interested persons situated in the affected area or in the vicinity thereof; and

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

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

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

SECTION ONE: That Application No. SU-16-015 requesting the issuance of a renewal of a special use permit for an auto rental facility and office on the previously described property, which is presently zoned as C-3, is hereby approved.

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

- (1) The Special Use Permit is valid for a period of five (5) years following Governing Body approval, with an expiration date of March 7, 2022.
- (2) All landscaping shall be maintained per the requirements of the *Unified Development Ordinance*. Any dead or missing landscaping shall be immediately replaced.
- (3) Two shrubs shall be planted on the south parking lot island prior to June 15, 2017.
- (4) Additional foundation landscaping shall be planted along the west elevation to match the existing foundation landscaping prior to June 15, 2017.
- (5) Vehicles shall be parked in designated parking stalls and not in the drive aisles.

SECTION THREE: That this Resolution shall take effect immediately.

ADOPTED by the Governing Body this 7th day of March 2017.

SIGNED by the Mayor this 7th day of March 2017.

ATTEST:

Mayor

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

COUNCIL AGENDA ITEM

CA-D

Department: Public Works

Council Meeting Date: March 7, 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 March 7, 2017.

Attachments: A: Consent Calendar
B: Change Order

City Council Information Sheet

Date: March 7, 2017

ISSUE: Consent Calendar for: March 7, 2017**DEPARTMENT:** Public Works**SUMMARY:****1) PROJECT COMPLETION CERTIFICATES**

- a) Harold Street Arterial Mill and Overlay (Woodland Road to Kansas City Road) – 3-P-002-16 – Street
- b) College Meadows Third Plat – 3-D-049-13 – Storm Sewers
- c) Olathe Middle School No. 10 - 1-D-016-16 – Sanitary Sewer
- d) 56 Commerce Center of Johnson County – 5-D-036-16 – Waterlines
- e) Odyssey Lone Elm – 3-D-074-15 – Street
- f) Odyssey Lone Elm – 3-D-074-15 – Storm Sewer
- g) Valley Ridge 1st & 2nd Plats – 1-D-067-08 – Sanitary Sewer

2) CHANGE ORDERS

- a) Harold Street Arterial Mill and Overlay (Woodland Road to Kansas City Road) – 3-P-002-16

3) FINAL PAYMENT TO CONTRACTORS

- a) Harold Street Arterial Mill and Overlay (Woodland Road to Kansas City Road) – 3-P-002-16

Final Payment	\$ 98,998.75
Paid to Date	\$ 1,051,004.25
Original Contract Amount	\$ 1,159,609.25
Total Change Orders	\$ (9,606.25)
Change Order 4:	\$8,195.25 (1/10/17)
Change Order 6:	\$6,300 (1/12/17)
Change Order 7 FINAL:	-\$24,101.50 (3/7/17)
Final Contract Amount	\$ 1,150,003.00
Contractor – Pyramid Construction	

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



CHANGE ORDER NO: 7-FINAL	PROJECT NAME:	Harold Street Arterial Mill & Overlay
CITY PROJECT NO. 3-P-002-16		Woodland Road to Kansas City Road
CONTRACT DATE: 7/19/16	ENCUMBRANCE NO.	700572
CONTRACTOR: Pyramid Construction		
ENGINEER: HNTB		


ITEM#	DESCRIPTION	BID QTY	REVISED QUANTITY	UNIT	UNIT PRICE	TOTAL
119	2" Modified Asphaltic Surface (Modified Superpave) (3-P-002-16)	2,940	3,134	Tons	\$61.00	\$11,834.00
120	8" Asphaltic Concrete Base (BM-2B Modified) (3-P-002-16)	385	286	Tons	\$68.50	(\$6,781.50)
122	Pavement Crack Repair	641	523	SY	\$70.00	(\$8,260.00)
123	Full Depth Street Patch (3-P-002-16)	2,086	711	SY	\$46.00	(\$63,250.00)
125	Remove 4' Concrete Sidewalk	4,048	3,475	L.F.	\$5.00	(\$2,865.00)
126	Remove 5' Concrete Sidewalk	218	907	L.F.	\$5.00	\$3,445.00
130	Remove Type B Curb & Gutter	7,381	7,803	L.F.	\$7.00	\$2,954.00
134	Replace 4' Concrete Sidewalk (3-P-002-16)	3,676	3,475	L.F.	\$20.50	(\$4,120.50)
135	Replace 5' Concrete Sidewalk (3-P-002-16)	218	907	L.F.	\$25.50	\$17,569.50
136	Replace Type I ADA Ramp (3-P-002-16)	32	30	Ea.	\$1,500.00	(\$3,000.00)
137	Replace Type II ADA Ramp (3-P-002-16)	11	12	Ea.	\$1,650.00	\$1,650.00
139	Replace Type B Curb & Gutter (3-P-002-16)	7,381	7,803	L.F.	\$21.50	\$9,073.00
140	Replace Wheelchair Passing Space	26	19	Ea.	\$675.00	(\$4,725.00)
155	6" Solid White Lane Line HPS 8 Multi-Polymer Pavement Marking	9,150	10,500	L.F.	\$2.00	\$2,700.00
156	4" Solid Yellow Line HPS 8 Multi-Polymer Pavement Marking	10,555	11,000	L.F.	\$1.25	\$556.25
157	4" Broken Yellow Line HPS 8 Multi-Polymer Pavement Marking	113	113	L.F.	\$1.25	\$0.00
158	6" Solid White X-Walk Line Preformed Thermoplastic Pavement Marking	1,498	421	L.F.	\$3.00	(\$3,231.00)
159	12" Solid White X-Walk Line Preformed Thermoplastic Pavement Marking	348	145	L.F.	\$10.00	(\$2,030.00)
160	12" Solid Yellow Diag. Line HPS 8 Multi-Polymer Pavement Marking	55	33	L.F.	\$4.00	(\$88.00)
161	24" Solid White Stop Line Preformed Thermoplastic Pavement Marking	200	313	L.F.	\$15.00	\$1,695.00
165	Fence (Permanent Wood Privacy)	0	1	LS	\$9,500.00	\$9,500.00
166	Sod	0	3,123	SY	\$4.25	\$13,272.75

DOCUMENTS SUPPORTING THIS CHANGE ORDER ARE TO BE ATTACHED

The Original Contract Sum	\$1,159,609.25
Net change by Previous Change Orders	\$14,495.25
The Contract Sum Prior to This Change Order Was	\$1,174,104.50
The Contract Sum Shall be (Increased) (Decreased)	
by This Change Order.....	(\$24,101.50)
The New Contract Sum With All Approved Change Orders Will Be.....	\$1,150,003.00
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

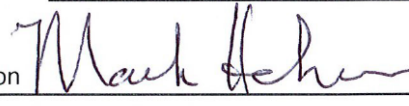
RECOMMENDED

City of Olathe Public Works
Project Manager-Neil Meredith

By: 
Date: 2/24/17

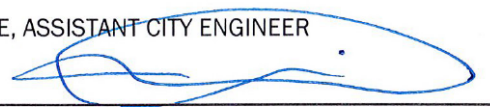
APPROVED

Pyramid Construction
Contractor

By: 
Date: 2/24/17

APPROVED

CITY OF OLATHE, ASSISTANT CITY ENGINEER

By: 
Nathan Baldwin
Date: 2/24/2017

By: _____ AGREEMENT TO THIS _____ day of _____ 2017
Deputy City Clerk

COUNCIL AGENDA ITEM

CA-E

Department: Public Works

Council Meeting Date: March 7, 2017

Staff Contact: Mary Jaeger / Celia Duran

Subject: Consideration of Resolution No. 17-1022 accepting funds from the Surface Transportation Program (STP), Congestion Mitigation/Air Quality Program (CMAQ) or Transportation Alternative Program (TAP) funds through the Mid-America Regional Council (MARC).

Focus/Perspective Area: Transportation

Executive Summary: On March 15, 2016, the City Council approved applications to be submitted to the Mid-America Regional Council (MARC) for the STP, CMAQ and TAP fund programs for the 2019-2020 federal fiscal years. These programs are federally funded reimbursement programs financing the construction and inspection of cost-effective projects for the respective years. The funding for each program is an 80/20 reimbursement for projects that will let in the years associated with each award. As a result of these applications, the City of Olathe has been awarded the following:

- Lone Elm Road, Old 56 Highway to 151st Street, Improvements Project – Awarded \$3,785,000 in STP funds for fiscal year 2020
- 159th Street and Black Bob Road Improvements Project – Awarded \$1,000,000 in CMAQ funds for fiscal year 2020
- 2019 Sidewalk Missing Link Project – Awarded \$320,000 in CMAQ funds for fiscal year 2019
- Cedar Creek Streamway Trail Project – Awarded \$500,000 in TAP funds for fiscal year 2020

The total project cost for each of these projects is shown below and includes preliminary and final design, construction, inspection, utility relocation, easement acquisition, staff time, inflation and contingency.

- Lone Elm Road, Old 56 Highway to 151st Street, Improvements Project - \$19,460,000
- 159th Street and Black Bob Road Improvements Project - \$6,800,000
- 2019 Sidewalk Missing Link Project - \$400,000
- Cedar Creek Streamway Trail Project - \$2,979,000

The total financial obligation to the City of Olathe to accept these funds is \$29,639,000. Staff will apply for County Assistance Road System (CARS) funding for one or more of these projects as a way to potentially relieve a portion of the financial obligation.

Each of these projects will be included in the 2018 Capital Improvement Plan and will be brought before the City Council for individual authorization at a later date.

Fiscal Impact: The potential funding sources for each of the projects is as follows:

Funding Source	Lone Elm Road	159 th and Black Bob	2019 Sidewalks	Cedar Creek Trail
GO Bonds	\$13,675,000	\$5,800,000	\$80,000	
Federal	\$3,785,000	\$1,000,000	\$320,000	\$500,000
CARS (Potential)	\$2,000,000			
Parks Sales Tax				\$2,479,000
Total	\$19,460,000	\$6,800,000	\$400,000	\$2,979,000

Recommendations/Options/Action Requested: Approve Resolution No. 17-1022 accepting funds from the Surface Transportation Program (STP), Congestion Mitigation/Air Quality Program (CMAQ) or Transportation Alternative Program (TAP) funds through the Mid-America Regional Council (MARC).

Attachments:

- A: Exhibit A – Resolution
- B: Exhibit B – Project Location Map – Lone Elm Road
- C: Exhibit C – Project Location Map – 159th & Black Bob
- D: Exhibit D – Project Location Map – 2019 Sidewalks
- E: Exhibit E – Project Location Map – Cedar Creek Trail

RESOLUTION NO. 17-1022

A RESOLUTION ACCEPTING FUNDS FROM THE SURFACE TRANSPORTATION PROGRAM, CONGESTION MITIGATION/AIR QUALITY PROGRAM OR TRANSPORTATION ALTERNATIVE PROGRAM FUNDS THROUGH THE MID-AMERICA REGIONAL COUNCIL.

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

SECTION ONE: The Governing Body hereby accepts Program funds through the Mid-America Regional Council for the Projects listed below (hereinafter referred to as “the Projects”):

<u>Project Name</u>	<u>Project Number</u>	<u>Program Funds Accepted</u>
Lone Elm Road, Old 56 Highway to 151 st Street, Improvements Project	3-C-084-XX	Surface Transportation Program (STP) \$3,785,000
159 th Street and Black Bob Road Improvements Project	3-C-006-16	Congestion Mitigation/ Air Quality (CMAQ) \$1,000,000
2019 Sidewalk Missing Link Project	3-C-072-19	Congestion Mitigation/ Air Quality (CMAQ) \$320,000
Cedar Creek Streamway Trail Project	4-C-011-16	Transportation Alternative (TAP) \$500,000.

SECTION TWO: The Mayor and Deputy City Clerk are authorized and directed to execute agreements and documents for and on behalf of the City of Olathe, Kansas with the Kansas Department of Transportation and/or Mid-America Regional Council for the Projects listed above.

SECTION THREE: This Resolution shall take effect immediately.

ADOPTED by the Governing Body this 7th day of March, 2017.

SIGNED by the Mayor this 7th day of March, 2017.

Mayor

ATTEST:

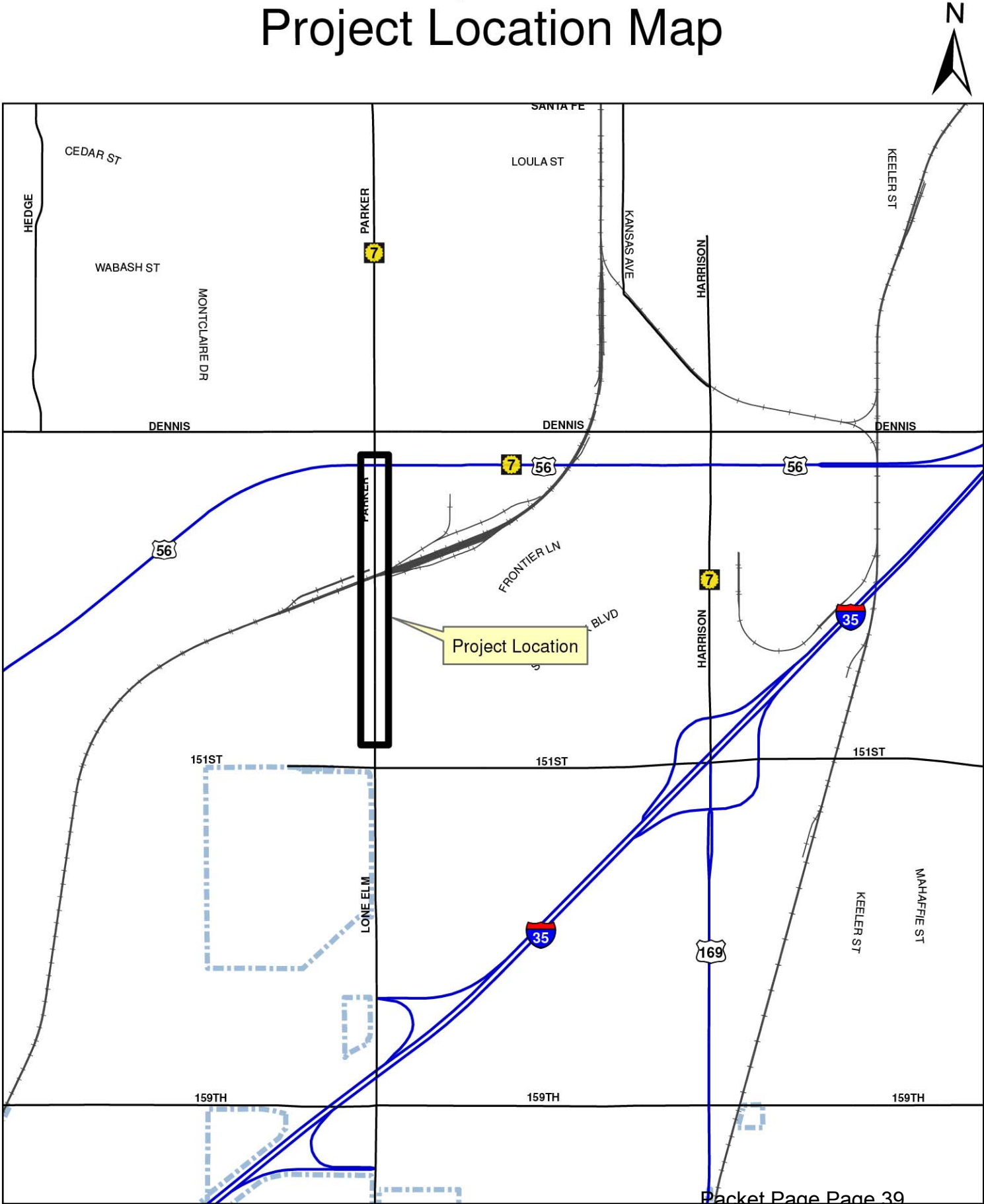
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

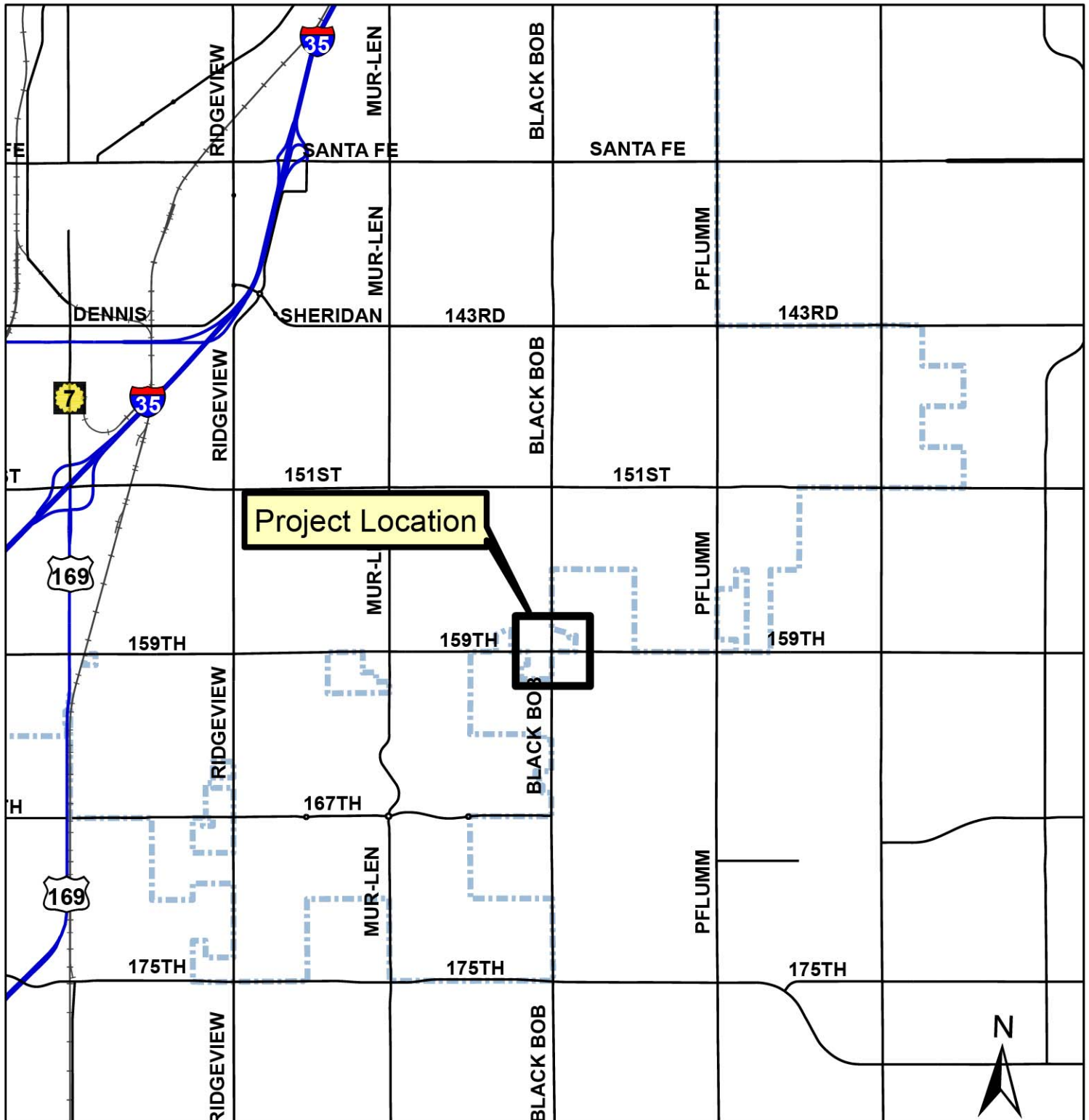
City Attorney

Lone Elm Road, Old 56 to 151st Road Improvements Project Location Map

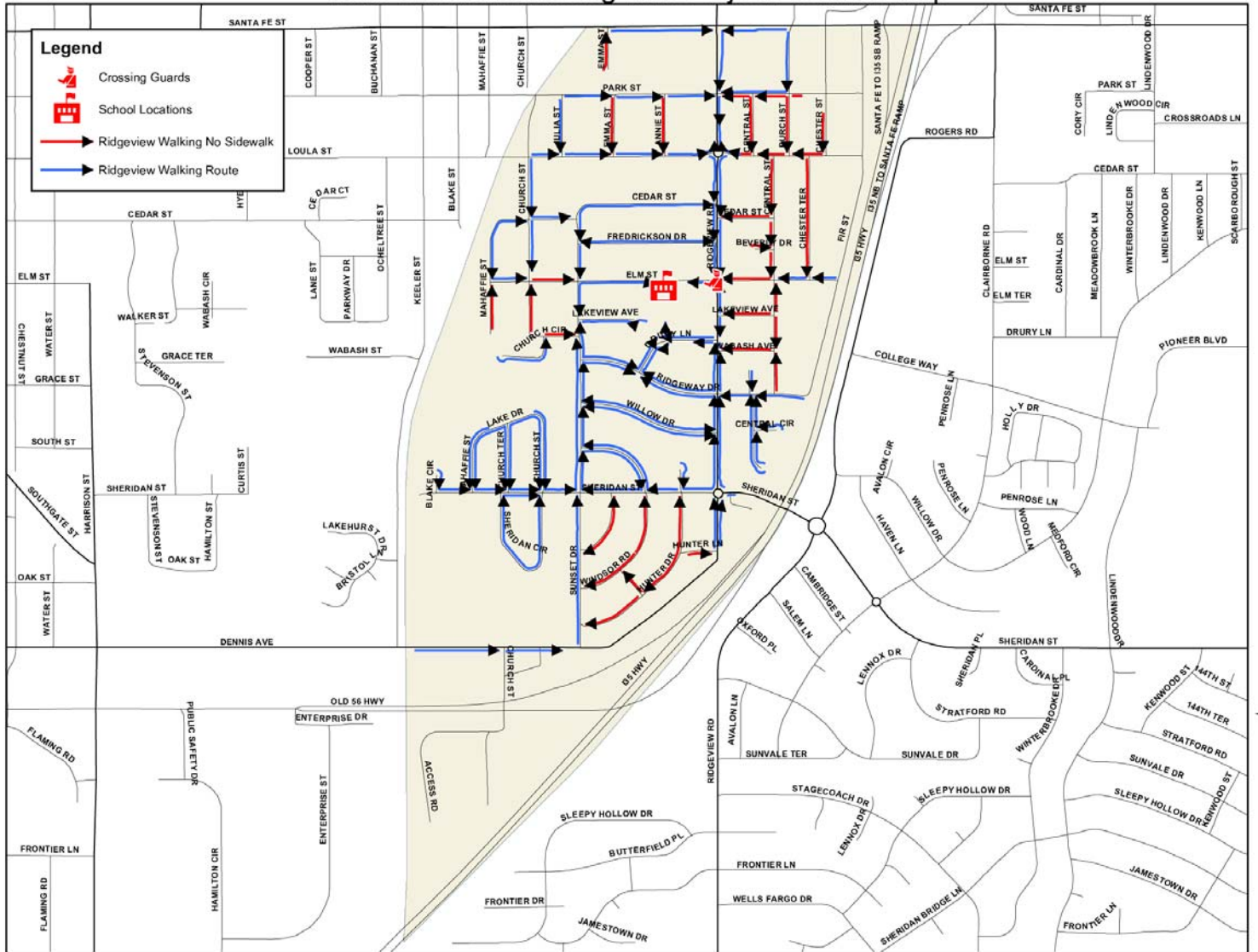


159th & Black Bob Improvements Project PN 3-C-006-16 Project Location Map

Attachment "C"



2019 Sidewalk Missing Link Project Location Map

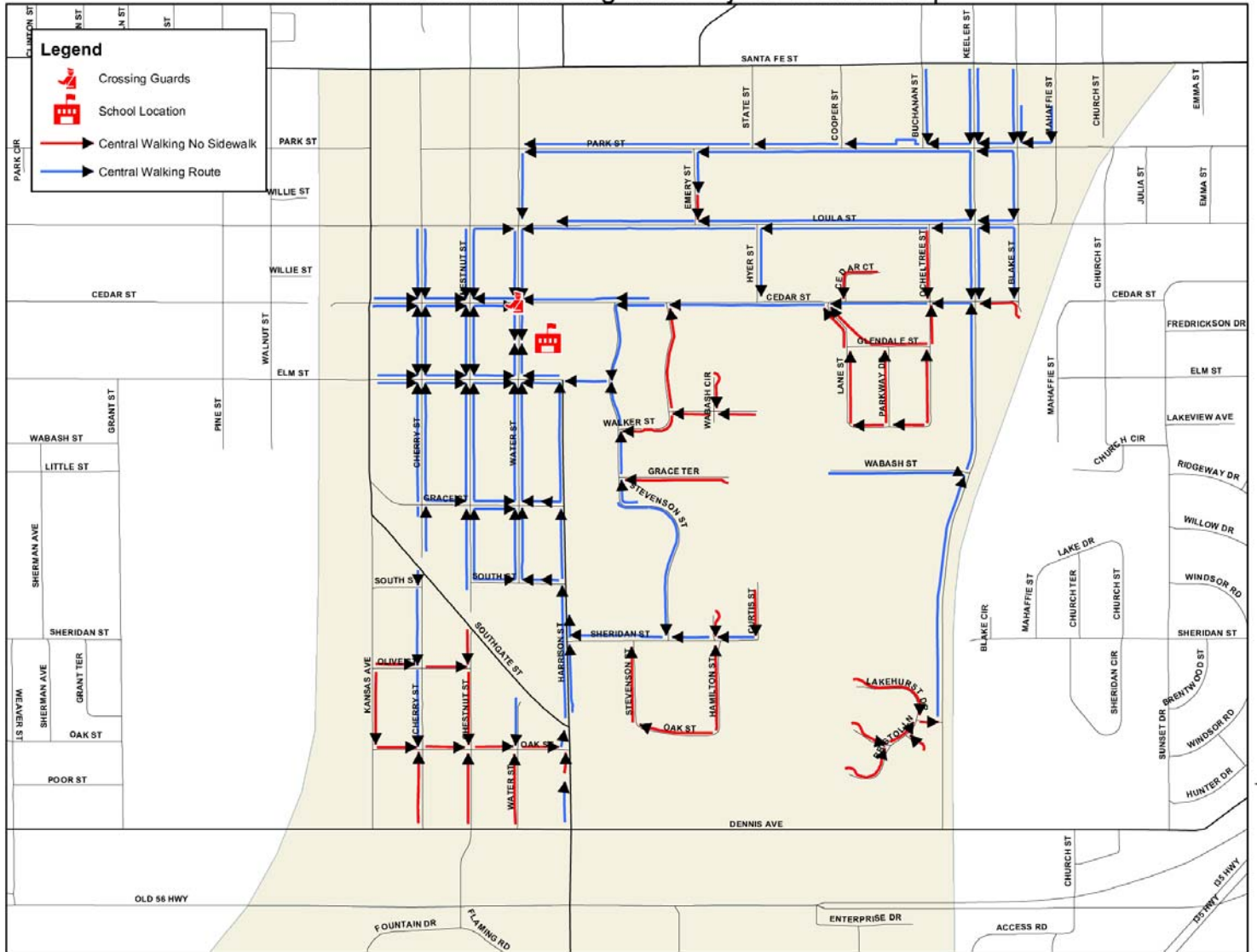


Walking Map

Ridgeview

2014 - 2015 School Year

2019 Sidewalk Missing Link Project Location Map

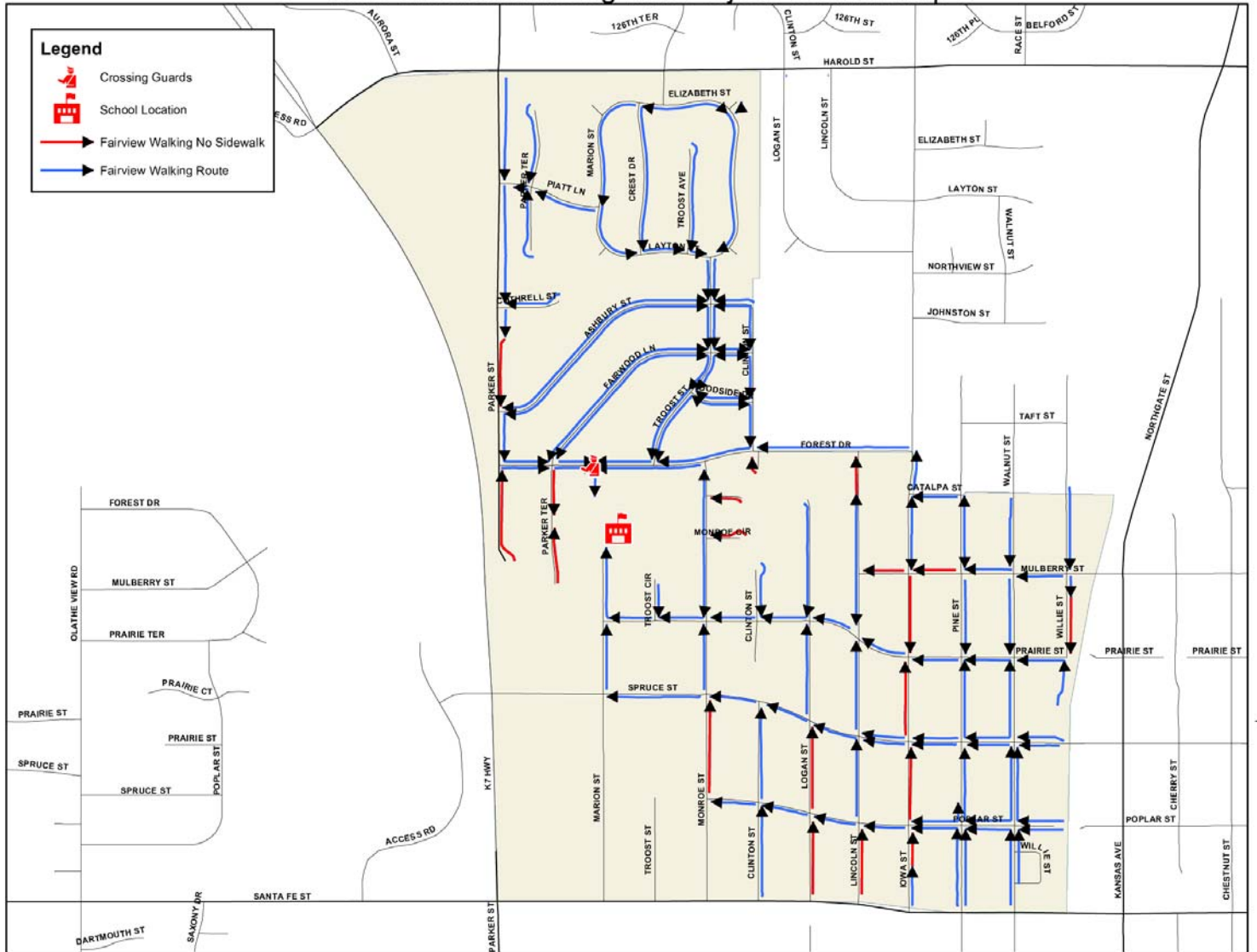


Walking Map

Central

2014 - 2015 School Year

2019 Sidewalk Missing Link Project Location Map



Walking Map

Fairview

2014 - 2015 School Year

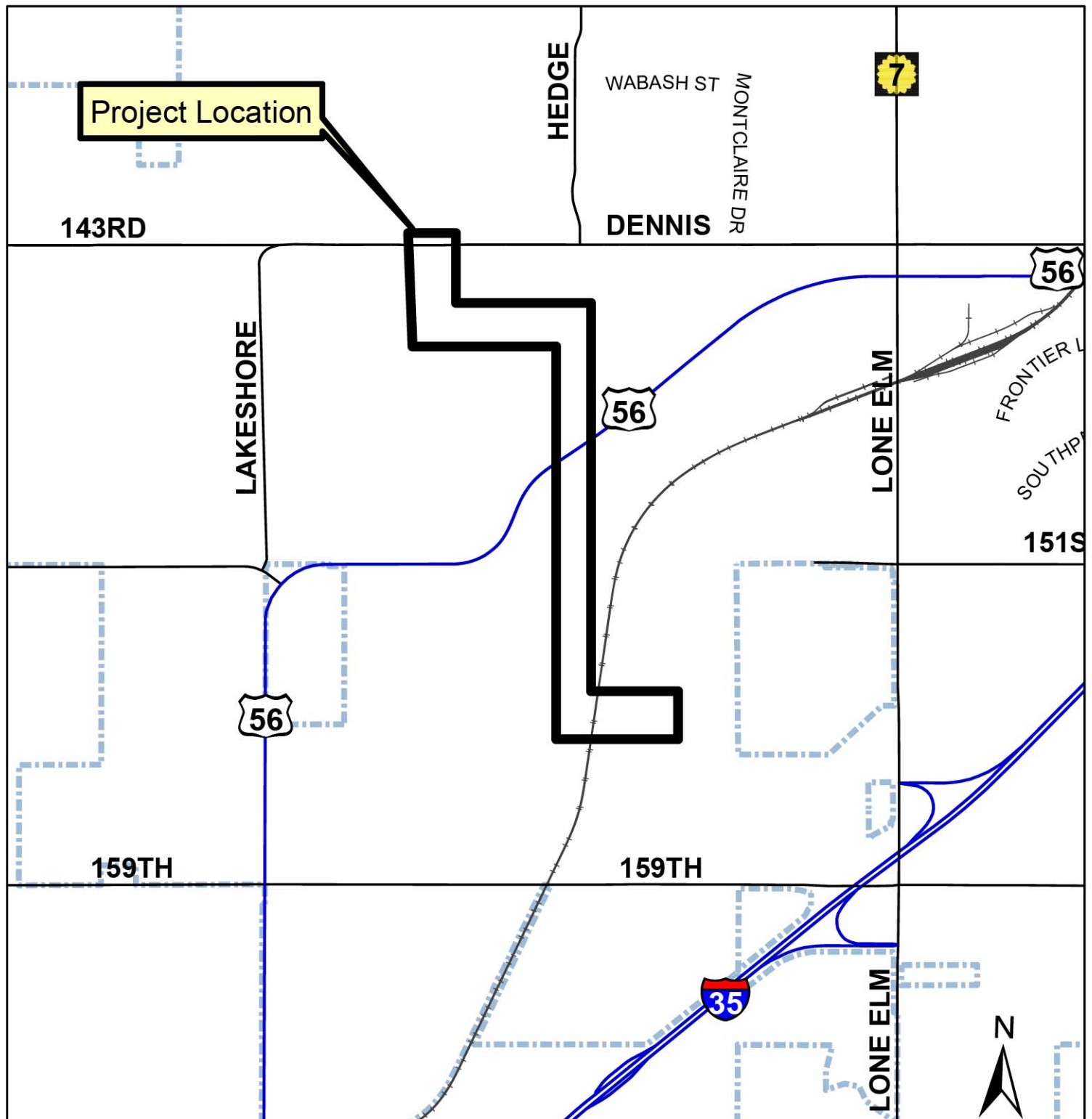
Cedar Creek Streamway

Attachment "E"

Trail Project

PN 4-C-011-16

Project Location Map



COUNCIL AGENDA ITEM

CA-F

Department: Public Works

Council Meeting Date: March 7, 2017

Staff Contact: Mary Jaeger/Celia Duran

Subject: Consideration of a Professional Services Agreement with TranSystems Corporation for design of the Santa Fe and Black Bob Geometric Improvements Project, PN 3-C-106-17.

Focus/Perspective Area: Transportation

Executive Summary: This project is in place to address capacity and safety concerns at the intersection. This project will include a right turn lane from westbound Santa Fe onto northbound Black Bob Road and associated traffic signal modifications, and will add a missing piece of sidewalk along Santa Fe.

95 accidents have occurred at this intersection from 2014 through 2016, resulting in one of the higher crash rates at city intersections (17.3 crash rate with the average ranging from 10 to 12). The addition of the right turn lane will improve safety at the intersection, reduce rear end crashes, and reduce delay and congestion primarily for PM peak hour traffic. There are 127 PM peak hour right turns and the right turn lane will reduce total delay in the PM for all vehicles by 1.4 hours.

The \$67,436 professional services agreement provides engineering services including survey of existing conditions, utility coordination, cost estimates, acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) for right-of-way or easements (if needed), development of construction plans in accordance with Olathe specifications, assistance with bidding of projects for construction, and assistance as needed throughout construction.

The design of this project is 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 Santa Fe and Black Bob Geometric Improvements Project as approved in the 2016 Capital Improvement Plan includes:

Congestion Mitigation/Air Quality (CMAQ)	\$120,000
<u>GO Bonds</u>	<u>\$680,000</u>
Total	\$800,000

Recommendations/Options/Action Requested: Approval of a Professional Services Agreement with TranSystems Corporation for design of the Santa Fe and Black Bob Geometric Improvements Project, PN 3-C-106-17.

Attachments:

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

PROFESSIONAL SERVICES AGREEMENT

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

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

Project No. 3-C-106-17 Santa Fe and Black Bob Geometric Improvements

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

City contracts with Consultant for the performing of Professional Services in connection with the Project, as described herein, in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to City that Consultant is professionally qualified to perform work on this Project and is licensed to practice engineering by all public entities having jurisdiction over Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms will have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto.

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

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

"Consultant" means the company or individual identified on pg. 1, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

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

"Contract Documents" means those documents so identified in the Agreement for Construction of this Project including all Consultant Documents. All terms defined in the most recent version of the Engineers Joint Contract Documents Committee (EJCDC) Standard General Conditions of the Construction Contract (the "General Conditions") adopted by City will have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement will prevail in the interpretation of this Agreement.

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

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

"Project" is as above described.

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

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

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

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

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed **Sixty-seven**

Thousand Four Hundred Thirty-six dollars and Zero Cents (\$67,436.00), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City on a monthly basis as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of **Two Thousand One Hundred Sixty dollars and Zero Cents (\$2,160.00)** for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.

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

C. BILLING & PAYMENT

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

D. SCHEDULE

All work must be completed on or before November 30, 2018.

SECTION III - RESPONSIBILITIES OF CONSULTANT

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

Project as described below:

A. PRELIMINARY DESIGN PHASE

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

B. FINAL DESIGN PHASE

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

C. BIDDING PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B**, attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If all bids exceed Consultant's Final Cost Estimate, Consultant, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. City has four (4) options if all bids exceed Consultant's estimate. City may: (1) give written approval of an increase in the

Project cost up to a maximum of 7% above the authorized total; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost.

D. CONSTRUCTION PHASE

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

construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.

6. Shop Drawings: Consultant will review and take appropriate action on the chosen construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents and the City of Olathe Technical Specifications and Design Criteria for Public Improvements.
7. Conformed To Construction Drawings ("As Built" Drawings): Consultant will prepare final plan drawings which reflect change orders, minor design changes and which include changes made in the field and which are marked on the construction plan set. Because some of the data contained on the Conformed To Construction Drawings ("As Built" Drawings) may be based on unverified information provided by others, Consultant does not warrant the accuracy of information provided by others.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Responsibilities under Contract for Construction: In addition to the responsibilities herein set forth, Consultant agrees to be responsible for those matters identified in the Project Contract Documents, including the General and Supplementary Conditions, as being responsibilities of Consultant, and for tasks identified in any task order scope of services. Consultant specifically acknowledges receipt of a copy of the General and Supplementary Conditions and acceptance of the responsibilities as set forth therein, as well as tasks identified in any task order scope of services.
2. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals (included herein as **Exhibit E**). At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Robert J. Miller. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

3. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
4. Service By and Payment to Others: Any work authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra work will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra work. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
5. Subcontracting of Service: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.7. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 and provide City with certification thereof. Any work completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the work.
6. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for the purpose of determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's work product. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

7. Inspection of Documents: Consultant must maintain all Project records for inspection by City during the contract period and for three (3) years from the date of final payment.
8. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

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

Address for Notice:

City of Olathe
Attn: Chet Belcher, P.E.
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

TranSystems Corporation
Attn: Robert Miller, P.E.
2400 Pershing Road, Suite 400
Kansas City, MO 64108

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed

and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and certify them as ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

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

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will become the property of City, provided that Consultant's copyrighted instruments will remain in

the ownership of Consultant if Consultant, at Consultant's sole discretion, may so identify them by appropriate markings. Provided that Consultant is paid in full for its Professional Services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit G – Certificate of Insurance**). The policies will be endorsed to provide City at least thirty (30) days prior written notice of a material modification or cancellation of any policy listed on the Certificate. Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.

2. Commercial General Liability:

Limits -

General Aggregate: \$2,000,000

Personal & Advertising Injury: \$1,000,000

Each Occurrence: \$1,000,000

The insurance policy must be endorsed to name the City of Olathe as "Additional Insured."

3. Business Automobile Liability: Policy will protect Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

Limits -

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:

\$1,000,000

The insurance policy must be endorsed to name the City of Olathe as "Additional Insured."

4. Worker's Compensation: This insurance will protect Consultant against all claims under applicable state workers' compensation laws. Consultant will also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits must not be less than the following:

Workers' Compensation: Statutory

Employers Liability -

Bodily Injury by Accident:	\$ 500,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 500,000 Each Employee

5. Professional Liability: Consultant will maintain throughout the duration of this Agreement, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per wrongful claim and annual aggregate.
6. Industry Ratings: City will only accept coverage from an insurance carrier who offers proof that it:
- a) Is authorized to do business in the State of Kansas;
 - b) Carries a Best's policyholder rating of A- or better; and
 - c) Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by City and Consultant.

7. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any work on this Project. Consultant agrees that any subcontractor working on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all work on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

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

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination

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

- b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the manner in which Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

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

I. NO THIRD PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. WORK PRODUCT FORMAT

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

City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant has the right to rely on the information provided by City in preparing such documents, and will have no independent duty to verify its accuracy. However, all due diligence will be completed by Consultant to field-verify information necessary to confirm the accuracy of the design plans.

L. Intentionally omitted.

M. COVENANT AGAINST CONTINGENT FEES

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

N. COMPLIANCE WITH LAWS

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

O. TITLES, SUBHEADS AND CAPITALIZATION

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

P. SEVERABILITY CLAUSE

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

remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

Q. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

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

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this _____ day of _____ 201____.

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

TranSystems Corporation

By: _____

Robert J. Miller, P.E.
Vice President
2400 Pershing Road, Suite 400
Kansas City, MO 64108

**TABLE OF CONTENTS
OF EXHIBITS**

Exhibit A	Description of Project & Map
Exhibit B	Scope of Services
Exhibit C	Fee & Rate Schedule
Exhibit D	Land Acquisition Checklist for Consultant Projects
Exhibit E	Request for Qualifications/Proposals
Exhibit F	Consultant's Response to RFQ/RFP
Exhibit G	Certificate of Insurance
Exhibit H	Certificate of Good Standing to Conduct Business in Kansas

EXHIBIT A
Description of Project & Map

The project is Design Services for a westbound right turn lane improvement at the following intersection:

Santa Fe and Black Bob (westbound right turn lane)

The projects include survey, utility coordination, design services, cost estimates, acquisition documentation for right-of-way and easements (if needed), and assistance with bidding and construction services.



Exhibit B Scope of Services

The contract will be for survey and design services related to the addition of a westbound right turn lane as outlined below:

- PN 3-C-106-17 Santa Fe and Black Bob Geometric Improvements (westbound right turn lane)

Field/Office Survey:

1. Our field survey personnel shall establish Project Benchmarks and horizontal control throughout the length of the project. A minimum of 2 site benchmarks and 3 horizontal control points will be set, along with recovery ties for future construction.
2. Tie project to existing section lines and property lines, based upon the best available field evidence.
3. Topographic survey limits at Santa Fe/ Black Bob will be defined as follows:
 - a. From the intersection of Santa Fe and Black Bob, east along Santa Fe for approximately 500 feet.
 - b. From the centerline of the westbound lane of Santa Fe to the approximate northerly right of way line of Santa Fe.
 - c. From the intersection of Santa Fe and Black Bob, north for 200 feet.
 - d. From the centerline of northbound lane of Black Bob to the easterly right of way line.
4. Topographic Data will include improvements, fences, utilities, significant trees, storm sewer structures with size, direction and depth of pipes, sanitary sewer structures with size, direction and depth of pipes, Overhead utilities, signs, poles, traffic signals, cameras, pull boxes, sidewalks and other pertinent information.
5. Horizontal Datum: Kansas State Plane Coordinate System, NAD83, Kansas North Zone.
6. Vertical Datum: NAVD 88 utilizing Geoid Model 12B.
7. Prepare a topographic base map for design at a scale of 1 inch equals 20 feet.
8. Stake new inlet locations and traffic signal poles after design (one-time only) for utility relocation purposes.

Preliminary Design and Plan Preparation

1. Develop horizontal geometry for right turn lane.
2. Develop back of curb profile for right turn lane widening.
3. Create cross-sections at 25 foot intervals.
4. Design elevations for pedestrian ramps at the intersection.

5. Drainage design – eliminate two existing inlet manhole specials located behind the existing curb and grade area to drain onto Santa Fe. Evaluate need for additional curb inlets based on spread criteria. Replace existing inlets with manhole/junction box structures.
6. Layout sidewalk geometry from the intersection easterly to connect to the existing sidewalk. Sidewalk location will try to avoid existing utilities and avoid retaining walls.
7. Traffic signal modifications including relocated signal and pedestal poles.
8. Pavement marking and signing layout.
9. Traffic control layout.
10. Relocate existing street light.
11. Erosion control design.
12. Utility Coordination/Data Collection
 - a. Request available AIMS data including aerial imagery, existing contours, existing right of way and property line work.
 - b. Contact utility companies and request existing facility maps.
 - c. Meet with individual utility owners (assume 4 meetings).
 - d. Send completed base map to utilities for location verification.
 - e. Coordinate with Utila Safe to vacuum excavate utilities at critical locations.
 - f. Develop proposed utility relocation plan.
 - g. Utility coordination meeting with all utilities to discuss relocation plan.
 - h. Distribute Field Check plans to utility companies.
13. Prepare Field Check plans including:
 - a. Cover sheet
 - b. Typical section sheet
 - c. General Notes and Survey Control sheet
 - d. Plan sheet
 - e. Curb profile sheet
 - f. Sidewalk connectivity plan sheet
 - g. Erosion control sheet
 - h. Intersection Detail sheet (includes pedestrian ramps)
 - i. Storm sewer profile sheet
 - j. Traffic signal modification sheets
 - k. Preliminary pavement markings
 - l. Traffic control
 - m. Street lighting modification sheet
 - n. Cross sections
14. Preliminary quantities and opinion of probable construction cost
15. QAQC of plans.
16. Submit five half-size sets of Field Check plans to City for review.
17. Field Check meeting (assume one meeting for both projects)
18. Attend two project coordination meetings with City.
19. Project Management activities including meeting minutes, invoicing, internal meetings, budget set up, and ongoing communication.

Final Design and Plan Preparation

- I. Address Field Check plan comments on cover sheet, typical sections, right turn lane, drainage plans, traffic control, pavement marking and cross sections.

2. Finalize erosion and sediment control plan and detail sheets.
3. Finalize traffic signal plans including wiring diagrams.
4. Finalize street lighting relocation plan
5. Finalize traffic control detail
6. Finalize pavement marking and signing plans
7. Traffic signal and street lighting quantities
8. Final earthwork and compaction quantities.
9. Finalize roadway, drainage, and erosion control quantities
10. Utility Coordination
 - a. Contact utility companies for status update.
 - b. Meet with individual companies (assume two meetings).
11. Prepare Final Plans including:
 - a. Cover sheet
 - b. Typical section sheet
 - c. General Notes and Survey Control sheet
 - d. Quantity Recapitulation sheet
 - e. Plan sheet
 - f. Curb profile sheet
 - g. Sidewalk connectivity plan sheet
 - h. Intersection Detail sheet (includes pedestrian ramps)
 - i. Storm sewer profile sheet
 - j. Erosion and sediment control plans
 - k. Traffic signal modification sheets
 - l. Preliminary pavement markings
 - m. Traffic control
 - n. Street lighting modification sheet
 - o. Cross sections
12. Final opinion of probable construction cost
13. QAQC of plans.
14. Submit five half-size sets of Office Check plans to City for review.
15. Address City comments
16. Submit Final Plans
17. Project Management activities including meeting minutes, invoicing, internal meetings, budget set up, and ongoing communication.

Bidding Phase

1. Prepare and provide plans specifications, contract documents in pdf format to be uploaded to publicpurchase.com
2. Provide written addenda to the bidding documents as required and or requested.
3. Attend and prepare meeting minutes for pre-construction meeting.

Construction Services

1. Be available for discussion and consultation during construction.
2. Review shop drawings for curb inlets and traffic signals.

Schedule

It is assumed preliminary design will begin in March 2017 and construction activities will be completed in 2018. See anticipated schedule below:

- Assume Notice to Proceed – March 8, 2017
- Field Check Plans – April 28, 2017
- Right-of-Way/Easement documents (if necessary) three weeks after Field Check Plans ~ April 19, 2017
- Project Complete – November 30, 2018

Assumptions

1. The City will provide AIMS mapping and aerial photography.
2. The City will provide pavement and subgrade design.
3. No property corners will be set or reset for this project.
4. Kansas One-Call will be utilized for utility location markings.
5. Construction staking and construction management are not part of this scope.
6. No abstract, title, nor title commitments will be obtained for this survey.
7. TranSystems will not design any utility relocation such as waterline, gas, phone, fiber, sanitary sewer, etc. under this agreement.
8. Temporary or permanent land acquisition is not anticipated for this project. Easement descriptions and tract maps are not included in the above scope of services.
9. There will not be a hydraulic analysis of the existing storm sewer systems.
10. The existing traffic signal and lighting plans are available through the City of Olathe and are generally current.
11. Existing street lights impacted by the proposed improvements will be relocated to new foundations with new cable/conduit installed to reestablish the existing street light circuit(s). A photometric analysis is not part of this project. It is anticipated that any adjustments to existing street lights will not require a new service enclosure.
12. As much of the existing signal equipment will be used for the modified signal, including poles, boxes, signal heads, loop detectors, emergency vehicle detectors, street name signs, etc., as well as the controller, cabinet and all auxiliary equipment. It is anticipated that the existing mast arm pole, pedestal poles, pedestrian signals and push button detectors in the improvement quadrant will simply be relocated to new foundations. The existing signal phasing shall not be modified with the exception of adding a right-turn overlap for the new right-turn lane.

13. Vehicle detection methods on the impacted approach will be reviewed with the city. It is anticipated that new equipment will be used for stop line and advance detection (e.g., video, radar or loops).
14. It is anticipated that the existing secondary service location for both the existing traffic signal and any street lights impacted by the proposed improvements will not be modified as part of this project.
15. All signing will be ground mounted on standard sign posts. No overhead signing is included and no special sign mounting methods are required. Traffic control and construction sequencing is limited to general plan layouts for each project location with general notes and City of Olathe standard details. Phased construction design is not included.
16. No additional permits, including SWPPP, are needed for either project.
17. Community Involvement - It is assumed that there will be no public meeting(s) for the project. It is assumed City of Olathe will handle all necessary community involvement for the project.
18. No irrigation plans (new or relocated) are included in this scope of work.
19. No signal warrant analyses or signal timings are included in this scope of work.
20. No traffic signal interconnect design, ITS design and OGL coordination is included in this scope of work.
21. No temporary traffic signal design is included. It is assumed that the new signal equipment can be located so that the existing signal can remain in operation during construction. During the removal and relocation of mast arms and signal poles, it is assumed that City of Olathe police officers will direct traffic at the intersection until the new equipment is installed and operational.
22. No temporary concrete safety barrier will be used as part of the proposed work zone traffic control design.

Utila Safe Construction LLC

Air & Water Vacuum Excavation

915 W 23rd St, Independence, Missouri 64055

Phone (816) 461-7555 Fax (816) 833-3883

Tran Systems
Mr. Robert Miller
2400 Pershing Rd., Suite 400
Kansas City, MO 64108

Subject: Santa Fe and Black Bob Geometric Improvements
Project # 3-C-106-17

We are pleased to work with you on the Santa Fe and Black Bob Geometric Improvements. Utila Safe Construction will be providing vacuum excavation services where utility conflicts may arise. Utila Safe Construction has provided this service for over 12 years to the Midwest. We believe that we offer the best and most economical vacuum excavation services in the Midwest. We locate underground utilities quickly and accurately through the use of hydro or air-vacuum excavation systems. Utila Safe owns a variety of vacuum excavation trucks so our customers will have the right truck for their job. For this job we will be using our single axle air-vacuum excavation unit. Our air systems deliver high pressure air through a special nozzle which breaks up the soil and is then vacuumed up. We can then use the spoils as backfill material so no long trips to the dump like hydro vacuum excavators. We can open a 12" diameter hole 5' deep on an average of 20 minutes in the grass. Soil conditions will vary the speed of locating utilities. All of our single axle trucks are equipped with locators, core drills, jackhammers, air tampers and other necessary tools to make our trucks a turn key operation. In our proposal Utila Safe has given a hourly rate per truck.

Thank you for giving Utila Safe Construction, LLC this opportunity and we look forward to working with you on this project.

Respectfully,

Utila Safe Construction, LLC

Brad Van Winkle
Manager

Utila Safe Construction, LLC

Vacuum Excavation Specialist

915 W 23rd St., Independence, Missouri 64055

Phone (816) 461-7555 Fax (816) 833-3883

website: utilasafeconstruction.com

Price List 2017

Vacuum Excavation Service

Foremost 1200 Quad Axle Truck

Large 12 CY hydro vac truck for trenching & bigger excavations. Most powerful vac in Kansas City

Includes Operator & Laborer

Normal Hours 7AM - 5PM

\$275/ Hour 4 Hour Minimum

\$2,200 Daily 8 Hour Day

After Hours, Weekend Rate &

Prevailing Wage

\$300/Hour 4 Hour Minimum

\$2,400 Daily 8 Hour Day

System 6000 Double Axle Truck

Large 6 CY vac truck for trenching & bigger excavations. Double the power of the system 4000 truck.

Includes Operator & Laborer

Normal Hours 7AM - 5PM

\$250/ Hour 4 Hour Minimum

\$2,000 Daily 8 Hour Day

After Hours, Weekend Rate &

Prevailing Wage

\$275/Hour 4 Hour Minimum

\$2,200 Daily 8 Hour Day

System 4000 Single Axle Truck**4 CY Vacuum Truck w/ Concrete Saw or Core Drill****Price is good for paved or grass surfaces****Includes Operator****Normal Hours 7AM - 5PM****\$175/ Hour****\$1,400 Daily 8 Hour Day****After Hours, Weekend Rate &****Prevailing Wage****\$200/Hour 4 Hour Minimum****\$1,600 Daily 8 Hour Day****Line Locating Service****Service Truck w/ Electronic Locator****Includes Operator****\$150/ Hour 2 Hour Minimum**

PN 3-C-106-17 Sante Fe and Black Bob

Phase	Task	TransSystems		E-I	E-IV	E-III	E-II	E-I	T-IV	T-III	S-V	S-II	Labor		Task Totals	
		2017 Rates	\$ 240.00	\$ 219.00	\$ 160.00	\$ 124.00	\$ 100.00	\$ 125.00	\$ 103.00	\$ 160.00	\$ 76.00	Totals	Expenses			
Phase 100 - Surveys	101 Horizontal & Vertical Control, Project Coordination									2	1	2	\$ 5,722.00	\$ 160.00	\$ 5,882.00	
	102 Topography/Utility Coordination									12		12	\$ 518.00	\$ 160.00		
	103 Approximate Existing Right-of-way										2		\$ 300.00			
	104 Base Mapping/Utility coordination									12	1	4	\$ 1,700.00	\$ -		
	105 Survey QA/QC											2	\$ 320.00			
	106 Inlet, Signal Pole Staking									4		4	\$ 716.00			
Phase 200 - Preliminary Design													\$ 33,089.00	\$ 2,000.00	\$ 35,089.00	
200 Design - Total Hours	Horizontal Geometry	25	14	77	0	59		1	2	0	2	0	\$ 27,759.00	\$ 2,000.00		
	Back of Curb Profile												\$ 640.00			
	Cross-Sections												\$ 1,280.00			
	Pedestrian Ramp Design					8							\$ 800.00			
	Drainage Design			16									\$ 2,560.00			
	Sidewalk Connection Design					8							\$ 800.00			
	Traffic Signal Modification Design			6		33							\$ 4,614.00			
	Pavement Marking and Signing Layout			1		2							\$ 676.00			
	Traffic Control Layout			1		4							\$ 618.00	\$ -		
	Street Light Relocation			1		2							\$ 419.00	\$ -		
	Erosion Control												\$ 480.00	\$ -		
	Utility Coordination - Utility Safe	2		28					2		2		\$ 5,118.00	\$ 1,600.00		
	Prei. Qty. & Prepare Opinion of Probable Cost	1		2									\$ 500.00	\$ -		
	QA/QC			4									\$ 960.00	\$ -		
	Submit Field Check Plans							1					\$ 125.00	\$ -		
	Field Check meeting (assume 1 mtg. for both proj.)			5	6								\$ 3,263.00	\$ -		
	Attend Two Project Meetings			5	6								\$ 2,160.00	\$ 400.00		
	Project Management			8									\$ 1,920.00	\$ -		
	Field Check Plans				2				40				\$ 5,300.00	\$ -		
													\$ -	\$ -		
	Phase 400 - Final Design and Plan Preparation													\$ 19,886.00	\$ -	\$ 19,886.00
	400 Office Check Design - Total Hours	Address Field Check Plans comments	14	14	16	0	49		8	0	0	0	0	\$ 14,886.00	\$ -	
		Finalize Erosion and Sediment Control			2		2		4					\$ 1,020.00	\$ -	
Finalize Traffic Signal Plans				4		30							\$ 3,076.00	\$ -		
Finalize Street Lighting				1		2							\$ 419.00	\$ -		
Finalize Traffic Control Design				2		6							\$ 1,038.00	\$ -		
Finalize Pavement Marking and Signing Layout				1		2							\$ 419.00	\$ -		
Traffic Signal, Street Lighting, Prei. Mtg., Signing Qty.				2		5							\$ 935.00	\$ -		
Earthwork and Compaction Qty.						2							\$ 320.00	\$ -		
Roadway, Drainage, and Erosion Control Qty.						3							\$ 480.00	\$ -		
Utility Coordination		2		4									\$ 1,720.00	\$ -		
Final Opinion of Probable Cost			1										\$ 378.00	\$ -		
QA/QC		4	2	1									\$ 1,398.00	\$ -		
Submit Office Check Plans								1					\$ 125.00	\$ -		
Address City Comments			1	2		2		2					\$ 889.00	\$ -		
Submit Final Plans								1					\$ 125.00	\$ -		
Project Management			8										\$ 1,920.00	\$ -		
401 Office Check Plan preparation									40				\$ 5,000.00	\$ -		
													\$ -	\$ -		
Phase 500 - Bidding Phase													\$ 4,080.00	\$ -	\$ 4,080.00	
500 Prepare and Provide contract documents	Prepare and Provide contract documents	1		16									\$ 2,800.00	\$ -		
	Provide Written Addenda			2									\$ 240.00	\$ -		
	Attend and Prepare Mtg. Minutes for Pre-Construction Mtg.	2		3									\$ 960.00	\$ -		
Phase 600 - Construction Services													\$ 2,499.00	\$ -	\$ 2,499.00	
600 Be available for discussion during construction	Be available for discussion during construction	2		8				2					\$ 1,760.00	\$ -		
	Shop Drawing Review		1	2									\$ 739.00	\$ -		
													\$ -	\$ -		
	Subtotal Hours	44	29	126	0	110		89	32	6	24	0	460			
	Subtotal Labor	\$ 10,560.00	\$ 6,351.00	\$ 20,160.00	\$ -	\$ 11,000.00	\$ 11,125.00	\$ 3,295.00	\$ 960.00	\$ 1,824.00	\$ -	\$ -	\$ 65,276.00	\$ 2,160.00		
	Subtotal Expenses															
PN 3-C-106-17 (Santa Fe and Black Bob Geometric Improvements)															\$ 67,436.00	

EXHIBIT C
Fee & Rate Schedule
TranSystems Corporation
Schedule of Hourly Rates for 2017

Classification	Rate
Principal	\$300
Civil Engineer V	\$240
Civil Engineer IV	\$219
Civil Engineer III	\$160
Civil Engineer II	\$124
Civil Engineer I	\$100
Technician IV	\$125
Technician III	\$103
Technician II	\$82
Technician I	\$68
Administrator III	\$151
Administrator II	\$90
Administrator I	\$67
Surveyor V	\$160
Surveyor IV	\$110
Surveyor III	\$96
Surveyor II	\$76
Surveyor I	\$56
Construction Services I	\$74
Construction Services II	\$81
Construction Services III	\$115
Construction Services IV	\$127

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.

Vehicle mileage to be paid at the current IRS rate per mile.

The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2017. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

EXHIBIT D

Land Acquisition Checklist for Consultant Projects

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

- ___ Determine what types of easements are required for each tract:
 - i.e. Street Dedication, Temporary Construction Easement, Utility Easement, Permanent Drainage Easement, or Sidewalk Easement.
 - If TCE need termination or end date.

- ___ REQUIRED INFORMATION:
 - a) City Project No. and Project Name; State Project No. and Federal Project No. (if applicable)
 - b) Current Ownership (both husband and wife's name, even if only owned by one spouse)
 - 1) If a trust, the name and date of the trust
 - 2) If a corporation or LLC, state of incorporation or formation
 - 3) If partnership, full name of partnership
 - c) Johnson County Parcel ID number;
 - d) Number the tracts in the project (up one side and down the other) (Tract No. __)
 - e) The name of any other party who has an interest (contract for deed holder, lienholder, mortgage companies, tenant, etc.)
 - f) Situs Address
 - g) Mailing Address
 - h) Other easement holders (utilities, tenants with 99 year leases)
 - i) Temporary Construction Easement must include the date that the easement rights end.
 - j) Legal description of the entire tract, including total square footage.
 - k) Legal description of the new taking, including total square footage.
 - l) Tract map
 - m) Ownership & Encumbrance title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements and any other encumbrances upon the property.
 - n) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, we need all deeds which comprise the whole interest. (If undivided one-half is conveyed to husband's trust and undivided one-half interest is conveyed to wife's trust, we will need a copy of both deeds.
 - o) Common errors to avoid: verify marital status, *BEFORE SUBMITTING DOCUMENTS TO CITY OF OLATHE VERIFY THE O&E'S TO ENSURE OWNERSHIP HAS NOT CHANGED.*

____ Tract Map will be considered complete when it contains the following information (example is attached):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the easement (s) and indicating any trees to be removed or fences to be moved. Outlines of buildings are to be shown so that we can tell how close the easements are to the existing building. Dimensions/bearings for easements to be clearly shown on map. It is acceptable to place all easements on one exhibit as long as each easement is easily identified. If the exhibit is too cluttered, then the easements will be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. **EASEMENT MUST BE CLEARLY VISIBLE ON DRAWING.**
- b) Property owner's names, mailing address, situs address (if different from mailing), Johnson County Parcel ID number, tract number, lienholder, easement holder.
- c) Map of tract must show dimensions of tract and property lines clearly marked.
- d) Common errors to avoid: North arrow pointing in the wrong direction, verification that the easement legal description closes upon itself.

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

____ Submit Documents to Public Works staff.

EXHIBIT E
Request for Qualifications/Proposals
(INCLUDE RFP/RFQ DOCUMENT AS APPLICABLE)

EXHIBIT F
Consultant's Response to RFQ/RFP

EXHIBIT G
Certificate of Insurance

EXHIBIT H
Certificate of Good Standing to Conduct Business in Kansas

**STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
KRIS W. KOBACH**

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 7099872

Entity Name: TRANSYSTEMS CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: MO

Resident Agent: THE CORPORATION COMPANY, INC.

Registered Office: 112 SW 7TH STREET SUITE 3C, TOPEKA, KS 66603

was filed in this office on March 03, 1977, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of February 06, 2017

**KRIS W. KOBACH
SECRETARY OF STATE**

Certificate ID: 911756 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



Project Fact Sheet
Santa Fe and Black Bob Geometric Improvements
3-C-106-17
March 7, 2017

Project Manager: Celia Duran/Chet Belcher

Description: This project includes the construction of a right turn lane from westbound Santa Fe onto northbound Black Bob Road.

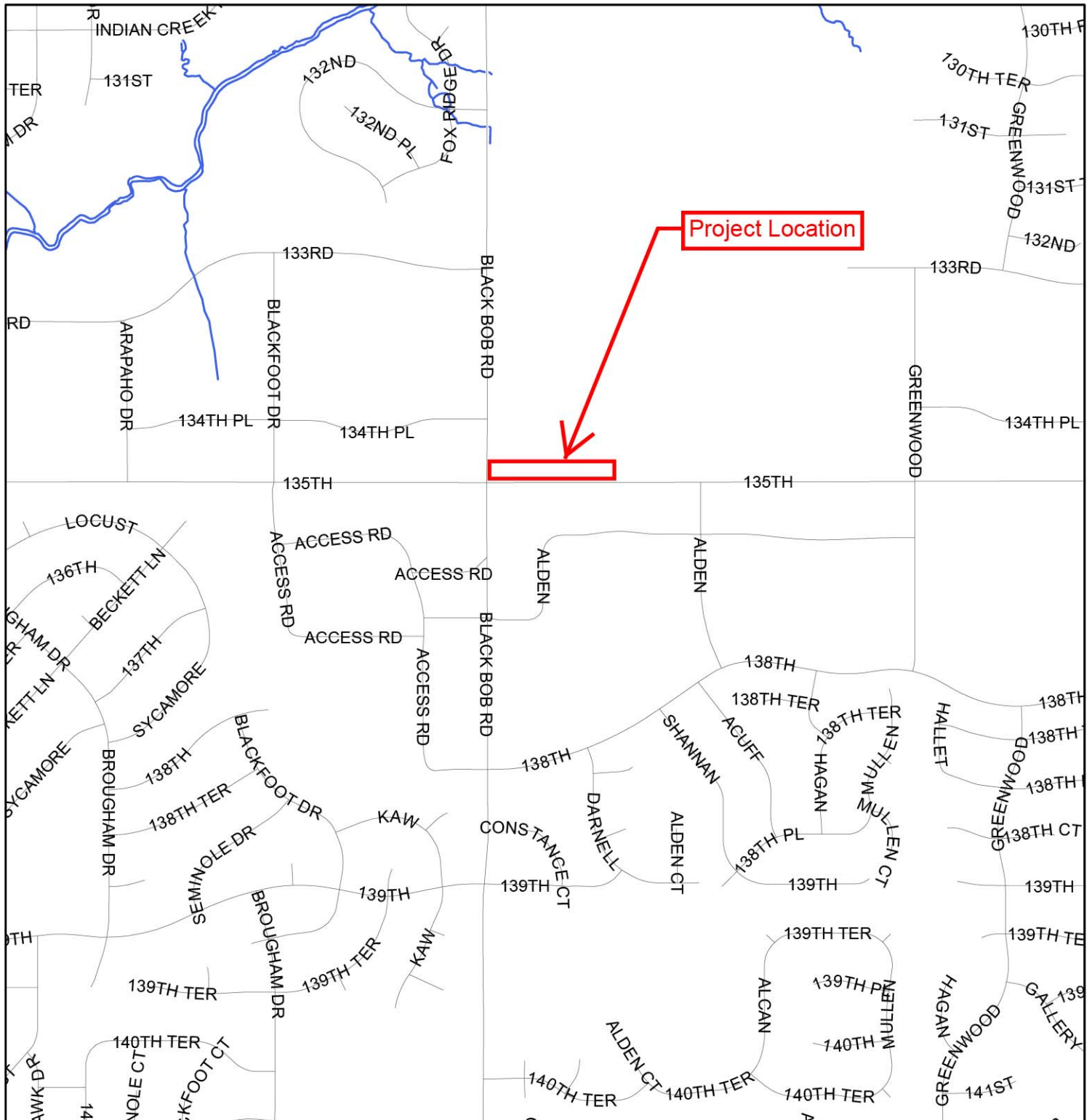
Justification: This project is needed to address capacity and safety concerns at the intersection.

Comments: This project has been awarded \$120,000 in Congestion Mitigation/Air Quality (CMAQ) funds. Construction is scheduled to be complete in 2018.

Schedule:	Item	Date
Design:	Land Acquisition	10/31/2017 – Estimate
	Final Design	10/31/2017 – Estimate
	Utility Relocations	03/01/2018 – Estimate
Construction:	Contract Award	04/01/2018 – Estimate
	Completion	09/01/2018 – Estimate
Council Actions:	Date	Amount
Project Authorization	2/7/2017	\$800,000
Consultant Agreement	3/7/2017	\$67,436
Funding Sources:	Amount	CIP Year
GO Bonds	\$680,000	2019
CMAQ	\$120,000	2018
Expenditures:	Budget	Amount to Date
Design	\$70,000	\$0
Construction	\$450,000	\$0
Inspection	\$50,000	\$0
Staff Time	\$50,000	\$0
Utilities	\$75,000	\$0
Land Acquisition	\$25,000	\$0
<u>Contingency</u>	<u>\$80,000</u>	<u>\$0</u>
Total	\$800,000	\$0

Santa Fe and Black Bob Geometric Improvements Project 3-C-106-17 Project Location Map

Attachment "C"



COUNCIL AGENDA ITEM

CA-G

Department: Public Works

Council Meeting Date: March 7, 2017

Staff Contact: Mary Jaeger/Celia Duran

Subject: Consideration of a Professional Services Agreement with TranSystems Corporation for design of the 119th and Black Bob Geometric Improvements Project, PN 3-C-030-17.

Focus/Perspective Area: Transportation

Executive Summary: This project is in place to address capacity and safety concerns at the intersection. This project will include a right turn lane from northbound Black Bob Road onto eastbound 119th Street and associated traffic signal modifications.

112 accidents have occurred at this intersection from 2014 through 2016, resulting in one of the higher crash rates at city intersections (24.0 crash rate with the average ranging from 10 to 12). The addition of the right turn lane will improve safety at the intersection, reduce rear end crashes, and reduce delay and congestion primarily for AM peak hour traffic. There are 183 AM peak hour right turns, and the right turn lane will reduce total delay in the AM for all vehicles by 1.8 hours.

The \$65,116 professional services agreement provides engineering services including survey of existing conditions, utility coordination, cost estimates, acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) for right-of-way or easements (if needed), development of construction plans in accordance with Olathe specifications, assistance with bidding of projects for construction, and assistance as needed throughout construction.

The design of this project is 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 119th and Black Bob Geometric Improvements Project as approved in the 2016 Capital Improvement Plan includes:

Congestion Mitigation/Air Quality (CMAQ)	\$200,000
<u>GO Bonds</u>	<u>\$355,000</u>
Total	\$555,000

Recommendations/Options/Action Requested: Approval of a Professional Services Agreement with TranSystems Corporation for design of the 119th and Black Bob Geometric Improvements Project, PN 3-C-030-17.

Attachments:

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

PROFESSIONAL SERVICES AGREEMENT

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

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

Project No. 3-C-030-17 119th Street and Black Bob Geometric Improvements

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

City contracts with Consultant for the performing of Professional Services in connection with the Project, as described herein, in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to City that Consultant is professionally qualified to perform work on this Project and is licensed to practice engineering by all public entities having jurisdiction over Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms will have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto.

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

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

"Consultant" means the company or individual identified on pg. 1, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

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

"Contract Documents" means those documents so identified in the Agreement for Construction of this Project including all Consultant Documents. All terms defined in the most recent version of the Engineers Joint Contract Documents Committee (EJCDC) Standard General Conditions of the Construction Contract (the "General Conditions") adopted by City will have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement will prevail in the interpretation of this Agreement.

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

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

"Project" is as above described.

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

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

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

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

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed **Sixty-five Thousand**

One Hundred Sixteen dollars and Zero Cents (\$65,116.00), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City on a monthly basis as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of **Two Thousand One Hundred Sixty dollars and Zero Cents (\$2,160.00)** for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.

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

C. BILLING & PAYMENT

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

D. SCHEDULE

All work must be completed on or before November 30, 2018.

SECTION III - RESPONSIBILITIES OF CONSULTANT

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

Project as described below:

A. PRELIMINARY DESIGN PHASE

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

B. FINAL DESIGN PHASE

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

C. BIDDING PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B**, attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If all bids exceed Consultant's Final Cost Estimate, Consultant, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. City has four (4) options if all bids exceed Consultant's estimate. City may: (1) give written approval of an increase in the

Project cost up to a maximum of 7% above the authorized total; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost.

D. CONSTRUCTION PHASE

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

construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.

6. Shop Drawings: Consultant will review and take appropriate action on the chosen construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents and the City of Olathe Technical Specifications and Design Criteria for Public Improvements.
7. Conformed To Construction Drawings ("As Built" Drawings): Consultant will prepare final plan drawings which reflect change orders, minor design changes and which include changes made in the field and which are marked on the construction plan set. Because some of the data contained on the Conformed To Construction Drawings ("As Built" Drawings) may be based on unverified information provided by others, Consultant does not warrant the accuracy of information provided by others.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Responsibilities under Contract for Construction: In addition to the responsibilities herein set forth, Consultant agrees to be responsible for those matters identified in the Project Contract Documents, including the General and Supplementary Conditions, as being responsibilities of Consultant, and for tasks identified in any task order scope of services. Consultant specifically acknowledges receipt of a copy of the General and Supplementary Conditions and acceptance of the responsibilities as set forth therein, as well as tasks identified in any task order scope of services.
2. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals (included herein as **Exhibit E**). At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Robert J. Miller. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

3. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
4. Service By and Payment to Others: Any work authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra work will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra work. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
5. Subcontracting of Service: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.7. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 and provide City with certification thereof. Any work completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the work.
6. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for the purpose of determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's work product. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

7. Inspection of Documents: Consultant must maintain all Project records for inspection by City during the contract period and for three (3) years from the date of final payment.
8. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

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

Address for Notice:

City of Olathe
Attn: Chet Belcher, P.E.
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

TranSystems Corporation
Attn: Robert Miller, P.E.
2400 Pershing Road, Suite 400
Kansas City, MO 64108

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed

and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and certify them as ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

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

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will become the property of City, provided that Consultant's copyrighted instruments will remain in

the ownership of Consultant if Consultant, at Consultant's sole discretion, may so identify them by appropriate markings. Provided that Consultant is paid in full for its Professional Services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit G – Certificate of Insurance**). The policies will be endorsed to provide City at least thirty (30) days prior written notice of a material modification or cancellation of any policy listed on the Certificate. Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.

2. Commercial General Liability:

Limits -

General Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

The insurance policy must be endorsed to name the City of Olathe as "Additional Insured."

3. Business Automobile Liability: Policy will protect Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.

Limits -

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:
\$1,000,000

The insurance policy must be endorsed to name the City of Olathe as "Additional Insured."

4. Worker's Compensation: This insurance will protect Consultant against all claims under applicable state workers' compensation laws. Consultant will also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits must not be less than the following:

Workers' Compensation: Statutory

Employers Liability -

Bodily Injury by Accident:	\$ 500,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 500,000 Each Employee

5. Professional Liability: Consultant will maintain throughout the duration of this Agreement, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per wrongful claim and annual aggregate.
6. Industry Ratings: City will only accept coverage from an insurance carrier who offers proof that it:
- a) Is authorized to do business in the State of Kansas;
 - b) Carries a Best's policyholder rating of A- or better; and
 - c) Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by City and Consultant.

7. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any work on this Project. Consultant agrees that any subcontractor working on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all work on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

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

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination

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

- b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the manner in which Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

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

H. APPLICABLE LAW, JURISDICTION, AND VENUE

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

I. NO THIRD PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. WORK PRODUCT FORMAT

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

City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant has the right to rely on the information provided by City in preparing such documents, and will have no independent duty to verify its accuracy. However, all due diligence will be completed by Consultant to field-verify information necessary to confirm the accuracy of the design plans.

L. Intentionally omitted.

M. COVENANT AGAINST CONTINGENT FEES

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

N. COMPLIANCE WITH LAWS

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

O. TITLES, SUBHEADS AND CAPITALIZATION

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

P. SEVERABILITY CLAUSE

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

remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

Q. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

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

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this _____ day of _____ 201____.

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

TranSystems Corporation

By: _____

Robert J. Miller, P.E.
Vice President
2400 Pershing Road, Suite 400
Kansas City, MO 64108

**TABLE OF CONTENTS
OF EXHIBITS**

Exhibit A	Description of Project & Map
Exhibit B	Scope of Services
Exhibit C	Fee & Rate Schedule
Exhibit D	Land Acquisition Checklist for Consultant Projects
Exhibit E	Request for Qualifications/Proposals
Exhibit F	Consultant's Response to RFQ/RFP
Exhibit G	Certificate of Insurance
Exhibit H	Certificate of Good Standing to Conduct Business in Kansas

EXHIBIT A
Description of Project & Map

The projects are for Design Service for right turn lane improvements at the following intersection:

119th Street and Black Bob (northbound right turn lane)

The projects include survey, utility coordination, design services, cost estimates, acquisition documentation for right-of-way and easements (if needed), and assistance with bidding and construction services.

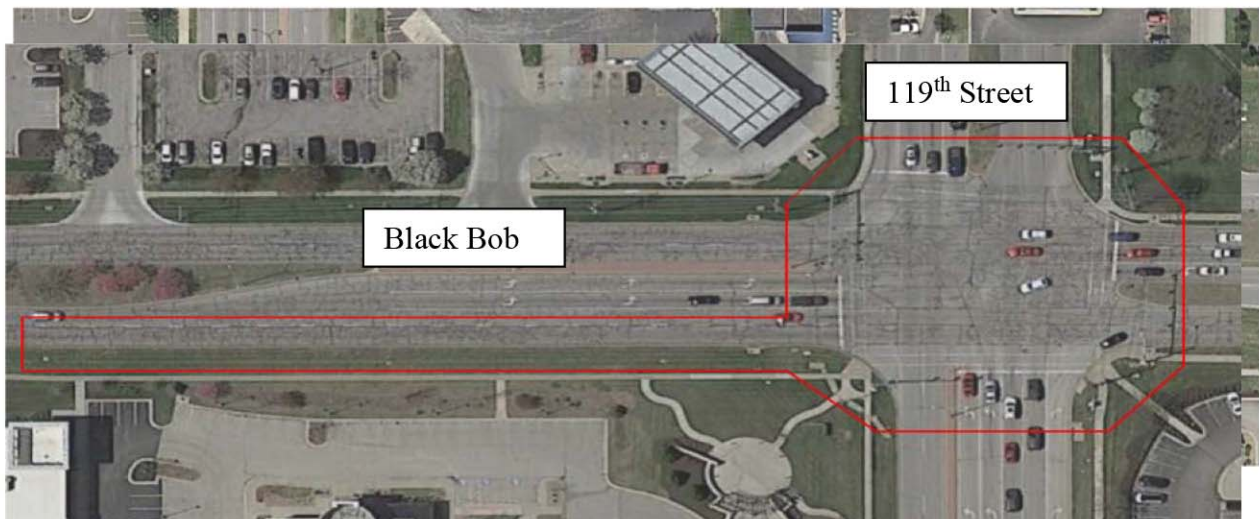


Exhibit B Scope of Services

The contract will for survey and design services related to the addition of a northbound right turn as outlined below:

- PN 3-C-030-17 119th Street and Black Bob Geometric Improvements (northbound right turn lane)

Field/Office Survey:

1. Our field survey personnel shall establish Project Benchmarks and horizontal control throughout the length of the project. A minimum of 2 site benchmarks and 3 horizontal control points will be set, along with recovery ties for future construction.
2. Tie project to existing section lines and property lines, based upon the best available field evidence.
3. Topographic survey limits 119th/ Black Bob will be defined as follows:
 - a. From the intersection of 119th Street and Black Bob, south along Black Bob for approximately 500 feet.
 - b. From the approximate centerline of the northbound lane of Black Bob to the approximate easterly right of way line of Black Bob.
 - c. From the intersection of 119th Street and Black Bob, east along 119th Street for 200 feet.
 - d. From the centerline of eastbound lane of 119th Street to the southerly right of way line.
4. Topographic Data will include improvements, fences, utilities, significant trees, storm sewer structures with size, direction and depth of pipes, sanitary sewer structures with size, direction and depth of pipes, Overhead utilities, signs, poles, traffic signals, cameras, pull boxes, sidewalks and other pertinent information.
5. Horizontal Datum: Kansas State Plane Coordinate System, NAD83, Kansas North Zone.
6. Vertical Datum: NAVD 88 utilizing Geoid Model 12B.
7. Prepare a topographic base map for design at a scale of 1 inch equals 20 feet.
8. Stake new inlet locations and traffic signal poles after design (one-time only) for utility relocation purposes.

Preliminary Design and Plan Preparation

1. Develop horizontal geometry for right turn lane.
2. Develop back of curb profile for right turn lane widening.
3. Create cross-sections at 25 foot intervals.

4. Design elevations for pedestrian ramps at the intersection.
5. Modify existing median due to cross walk realignment.
6. Replace existing inlet with manhole/junction box structures.
7. Traffic signal modifications including relocated signal pole and pedestal pole at impacted quadrant of intersection.
8. Pavement marking and signing layout.
9. Traffic control layout.
10. Erosion control design.
11. Utility Coordination/Data Collection
 - a. Request available AIMS data including aerial imagery, existing contours, existing right of way and property line work.
 - b. Contact utility companies and request existing facility maps.
 - c. Meet with individual utility owners (assume 4 meetings, both projects discussed).
 - d. Send completed base map to utilities for location verification.
 - e. Coordinate with Utila Safe to vacuum excavate utilities at critical locations.
 - f. Develop proposed utility relocation plan.
 - g. Utility coordination meeting with all utilities to discuss relocation plan.
 - h. Distribute Field Check plans to utility companies.
12. Prepare Field Check plans including:
 - a. Cover sheet
 - b. Typical section sheet
 - c. General Notes and Survey Control sheet
 - d. Plan sheet
 - e. Curb profile sheet
 - f. Median modification plan sheet
 - g. Erosion control sheet
 - h. Intersection Detail sheet (includes pedestrian ramps)
 - i. Storm sewer profile sheet
 - j. Traffic signal modification sheets
 - k. Preliminary pavement markings
 - l. Traffic control
 - m. Street lighting modification sheet
 - n. Cross sections
13. Preliminary quantities and opinion of probable construction cost
14. QAQC of plans.
15. Submit five half-size sets of Field Check plans to City for review.
16. Field Check meeting (assume one meeting for both projects)
17. Attend two project coordination meetings with City.
18. Project Management activities including meeting minutes, invoicing, internal meetings, budget set up, and ongoing communication.

Final Design and Plan Preparation

1. Address Field Check plan comments on cover sheet, typical sections, right turn lane, drainage plans, traffic control, pavement marking and cross sections.
2. Finalize erosion and sediment control plan and detail sheets.
3. Finalize traffic signal plans including wiring diagrams.

4. Finalize street lighting relocation plan
5. Finalize traffic control detail
6. Finalize pavement marking and signing plans
7. Traffic signal and street lighting quantities
8. Final earthwork and compaction quantities.
9. Finalize roadway, drainage, and erosion control quantities
10. Utility Coordination
 - a. Contact utility companies for status update.
 - b. Meet with individual companies (assume two meetings).
11. Prepare Final Plans including:
 - a. Cover sheet
 - b. Typical section sheet
 - c. General Notes and Survey Control sheet
 - d. Quantity Recapitulation sheet
 - e. Plan sheet
 - f. Curb profile sheet
 - g. Median modification plan sheet
 - h. Intersection Detail sheet (includes pedestrian ramps)
 - i. Storm sewer profile sheet
 - j. Erosion and sediment control plans
 - k. Traffic signal modification sheets
 - l. Preliminary pavement markings
 - m. Traffic control
 - n. Street lighting modification sheet
 - o. Cross sections
12. Final opinion of probable construction cost
13. QAQC of plans.
14. Submit five half-size sets of Office Check plans to City for review.
15. Address City comments
16. Submit Final Plans
17. Project Management activities including meeting minutes, invoicing, internal meetings, budget set up, and ongoing communication.

Bidding Phase

1. Prepare and provide plans specifications, contract documents in pdf format to be uploaded to publicpurchase.com
2. Provide written addenda to the bidding documents as required and or requested.
3. Attend and prepare meeting minutes for pre-construction meeting.

Construction Services

1. Be available for discussion and consultation during construction.

2. Review shop drawings for curb inlets and traffic signals.

Schedule

It is assumed preliminary design will begin in March 2017 and construction activities will be completed in 2018. See anticipated schedule below:

- Assume Notice to Proceed – March 8, 2017
- Field Check Plans – April 28, 2017
- Right-of-Way/Easement documents (if necessary) three weeks after Field Check Plans ~ April 19, 2017
- Project Complete – November 30, 2018

Assumptions

1. The City will provide AIMS mapping and aerial photography.
2. The City will provide pavement and subgrade design.
3. No property corners will be set or reset for this project.
4. Kansas One-Call will be utilized for utility location markings.
5. Construction staking and construction management are not part of this scope.
6. No abstract, title, nor title commitments will be obtained for this survey.
7. TranSystems will not design any utility relocation such as waterline, gas, phone, fiber, sanitary sewer, etc. under this agreement.
8. Temporary or permanent land acquisition is not anticipated for this project. Easement descriptions and tract maps are not included in the above scope of services.
9. There will not be a hydraulic analysis of the existing storm sewer systems.
10. The existing traffic signal and lighting plans are available through the City of Olathe and are generally current.
11. Existing street lights impacted by the proposed improvements will be relocated to new foundations with new cable/conduit installed to reestablish the existing street light circuit(s). A photometric analysis is not part of this project. It is anticipated that any adjustments to existing street lights will not require a new service enclosure.
12. As much of the existing signal equipment will be used for the modified signal, including poles, boxes, signal heads, loop detectors, emergency vehicle detectors, street name signs, etc., as well as the controller, cabinet and all auxiliary equipment. It is anticipated that the existing mast arm pole, pedestal poles, pedestrian signals and push button detectors in the improvement quadrant will simply be relocated to new foundations. The existing signal phasing shall not be modified with the exception of adding a right-turn overlap for the new right-turn lane.
13. Vehicle detection methods on the impacted approach will be reviewed with the city. It is anticipated that new equipment will be used for stop line and advance detection (e.g., video, radar or loops).

14. It is anticipated that the existing secondary service location for both the existing traffic signal and any street lights impacted by the proposed improvements will not be modified as part of this project.
15. All signing will be ground mounted on standard sign posts. No overhead signing is included and no special sign mounting methods are required. Traffic control and construction sequencing is limited to general plan layouts for each project location with general notes and City of Olathe standard details. Phased construction design is not included.
16. No additional permits, including SWPPP, are needed for either project.
17. Community Involvement - It is assumed that there will be no public meeting(s) for the project. It is assumed City of Olathe will handle all necessary community involvement for the project.
18. No irrigation plans (new or relocated) are included in this scope of work.
19. No signal warrant analyses or signal timings are included in this scope of work.
20. No traffic signal interconnect design, ITS design and OGL coordination is included in this scope of work.
21. No temporary traffic signal design is included. It is assumed that the new signal equipment can be located so that the existing signal can remain in operation during construction. During the removal and relocation of mast arms and signal poles, it is assumed that City of Olathe police officers will direct traffic at the intersection until the new equipment is installed and operational.
22. No temporary concrete safety barrier will be used as part of the proposed work zone traffic control design.

Utila Safe Construction LLC

Air & Water Vacuum Excavation

915 W 23rd St, Independence, Missouri 64055

Phone (816) 461-7555 Fax (816) 833-3883

Tran Systems
Mr. Robert Miller
2400 Pershing Rd., Suite 400
Kansas City, MO 64108

Subject: 119th Street and Black Bob Geometric Improvements
Project # 3-C-030-17

We are pleased to work with you on the 119th Street and Black Bob Geometric Improvements. Utila Safe Construction will be providing vacuum excavation services where utility conflicts may arise. Utila Safe Construction has provided this service for over 12 years to the Midwest. We believe that we offer the best and most economical vacuum excavation services in the Midwest. We locate underground utilities quickly and accurately through the use of hydro or air-vacuum excavation systems. Utila Safe owns a variety of vacuum excavation trucks so our customers will have the right truck for their job. For this job we will be using our single axle air-vacuum excavation unit. Our air systems deliver high pressure air through a special nozzle which breaks up the soil and is then vacuumed up. We can then use the spoils as backfill material so no long trips to the dump like hydro vacuum excavators. We can open a 12" diameter hole 5' deep on an average of 20 minutes in the grass. Soil conditions will vary the speed of locating utilities. All of our single axle trucks are equipped with locators, core drills, jackhammers, air tampers and other necessary tools to make our trucks a turn key operation. In our proposal Utila Safe has given a hourly rate per truck.

Thank you for giving Utila Safe Construction, LLC this opportunity and we look forward to working with you on this project.

Respectfully,

Utila Safe Construction, LLC

Brad Van Winkle
Manager

Utila Safe Construction, LLC

Vacuum Excavation Specialist

915 W 23rd St., Independence, Missouri 64055

Phone (816) 461-7555 Fax (816) 833-3883

website: utilasafeconstruction.com

Price List 2017

Vacuum Excavation Service

Foremost 1200 Quad Axle Truck

Large 12 CY hydro vac truck for trenching & bigger excavations. Most powerful vac in Kansas City

Includes Operator & Laborer

Normal Hours 7AM - 5PM

\$275/ Hour 4 Hour Minimum

\$2,200 Daily 8 Hour Day

After Hours, Weekend Rate &

Prevailing Wage

\$300/Hour 4 Hour Minimum

\$2,400 Daily 8 Hour Day

System 6000 Double Axle Truck

Large 6 CY vac truck for trenching & bigger excavations. Double the power of the system 4000 truck.

Includes Operator & Laborer

Normal Hours 7AM - 5PM

\$250/ Hour 4 Hour Minimum

\$2,000 Daily 8 Hour Day

After Hours, Weekend Rate &

Prevailing Wage

\$275/Hour 4 Hour Minimum

\$2,200 Daily 8 Hour Day

System 4000 Single Axle Truck**4 CY Vacuum Truck w/ Concrete Saw or Core Drill****Price is good for paved or grass surfaces****Includes Operator****Normal Hours 7AM - 5PM****\$175/ Hour****\$1,400 Daily 8 Hour Day****After Hours, Weekend Rate &****Prevailing Wage****\$200/Hour 4 Hour Minimum****\$1,600 Daily 8 Hour Day****Line Locating Service****Service Truck w/ Electronic Locator****Includes Operator****\$150/ Hour 2 Hour Minimum**

PN 3-C-030-17 119th Street and Black Bob

Phase / Task		TransSystems		E-I	E-IV	E-III	E-II	E-I	T-IV	T-III	S-V	S-II	Labor Totals		Expenses	Task Totals
		2017 Rates		\$ 240.00	\$ 219.00	\$ 160.00	\$ 124.00	\$ 100.00	\$ 125.00	\$ 103.00	\$ 160.00	\$ 76.00				
Phase 100 - Surveys													\$ 5,722.00	\$ 160.00	\$ 5,662.00	
101	Horizontal & Vertical Control, Project Coordination								2	1		2		\$ 518.00	\$ 160.00	
102	Topography/Utility Coordination								12		2	12		\$ 2,148.00		
103	Approximate Existing Right of Way										2			\$ 120.00		
104	Base Mapping/Utility Coordination								12	1		4		\$ 1,700.00	\$ -	
105	Survey QA/QC										2			\$ 220.00		
106	Level, Signal Pole Staking								4			4		\$ 716.00		
Phase 200 - Preliminary Design													\$ 30,769.00	\$ 2,000.00	\$ 32,769.00	
200	Design - Total Hours	25	14	65	0	55	1	2	0	2	0	0	0	\$ 25,449.00	\$ 2,000.00	
	Horizontal Geometry	4		4										\$ 640.00		
	Back of Curb Profile	4		4										\$ 640.00		
	Cross-Sections	8												\$ 1,280.00		
	Pedestrian Ramp Design					8								\$ 800.00		
	Drainage Design			4										\$ 640.00		
	Median Modification					4								\$ 400.00		
	Traffic Signal Modification Design		6			33								\$ 4,614.00		
	Pavement Marking and Signing Layout		1			4								\$ 619.00		
	Traffic Control Layout		1			4								\$ 619.00	\$ -	
	Street Light Relocation		1			2								\$ 419.00	\$ -	
	Erosion Control			3										\$ 480.00	\$ -	
	Utility Coordination - Utility Safe	2		28					2		2			\$ 3,718.00	\$ 1,600.00	
	Pre- City & Preperm Opinion of Probable Cost	1		5										\$ 560.00	\$ -	
	QA/QC	4												\$ 960.00	\$ -	
	Submit Field Check Plans								1					\$ 125.00	\$ -	
	Field Check Meeting (assume 1 mtg. for both proj.)	5	5	6										\$ 3,255.00	\$ -	
	Attend Two Project Meetings	5		6										\$ 2,160.00	\$ 400.00	
	Project Management	8												\$ 1,920.00	\$ -	
201	Field Check Plans			2					40					\$ 5,320.00	\$ -	
														\$ -	\$ -	
Phase 400 - Final Design and Plan Preparation													\$ 19,886.00	\$ -	\$ 19,886.00	
400	Office Check Design - Total Hours	14	14	16	0	49	8	0	0	0	0	0	0	\$ 14,886.00	\$ -	
	Address Field Check Plan comments			2			4							\$ 1,020.00	\$ -	
	Finalize Erosion and Sediment Control			2										\$ 300.00	\$ -	
	Finalize Traffic Signal Plans	4				30								\$ 3,676.00	\$ -	
	Finalize Street Lighting		1			2								\$ 419.00	\$ -	
	Finalize Traffic Control Design		2			6								\$ 1,038.00	\$ -	
	Finalize Pavement Marking and Signing Layout		1			2								\$ 419.00	\$ -	
	Traffic Signal, Street Lighting, Perm. Mktg. Signing City		2			5								\$ 938.00	\$ -	
	Earthwork and Compaction City			2										\$ 200.00	\$ -	
	Roadway, Drainage, and Erosion Control City			3										\$ 480.00	\$ -	
	Utility Coordination	2		4										\$ 1,120.00	\$ -	
	Final Opinion of Probable Cost		1		1									\$ 179.00	\$ -	
	QA/QC	4	2											\$ 1,398.00	\$ -	
	Submit Office Check Plans								1					\$ 125.00	\$ -	
	Address City Comments		1		2		2							\$ 969.00	\$ -	
	Submit Final Plans								1					\$ 125.00	\$ -	
	Project Management	8												\$ 1,920.00	\$ -	
401	Office Check Plan preparation								40					\$ 5,000.00	\$ -	
														\$ -	\$ -	
														\$ -	\$ -	
Phase 500 - Bidding Phase													\$ 4,080.00	\$ -	\$ 4,080.00	
	Prepare and Provide contract documents			16										\$ 2,800.00		
	Provide Written Addenda			2										\$ 250.00		
	Attend and Prepare Mtg. Minutes for Pre-Construction Mtg.	2		3										\$ 960.00	\$ -	
Phase 600 - Construction Services													\$ 2,499.00	\$ -	\$ 2,499.00	
	(to be available for discussion during construction)	2	1	8				2						\$ 1,760.00	\$ -	
	Shop Drawing Review			2										\$ 739.00	\$ -	
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EXHIBIT C
Fee & Rate Schedule
TranSystems Corporation
Schedule of Hourly Rates for 2017

Classification	Rate
Principal	\$300
Civil Engineer V	\$240
Civil Engineer IV	\$219
Civil Engineer III	\$160
Civil Engineer II	\$124
Civil Engineer I	\$100
Technician IV	\$125
Technician III	\$103
Technician II	\$82
Technician I	\$68
Administrator III	\$151
Administrator II	\$90
Administrator I	\$67
Surveyor V	\$160
Surveyor IV	\$110
Surveyor III	\$96
Surveyor II	\$76
Surveyor I	\$56
Construction Services I	\$74
Construction Services II	\$81
Construction Services III	\$115
Construction Services IV	\$127

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.

Vehicle mileage to be paid at the current IRS rate per mile.

The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2017. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

EXHIBIT D

Land Acquisition Checklist for Consultant Projects

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

- ___ Determine what types of easements are required for each tract:
 - i.e. Street Dedication, Temporary Construction Easement, Utility Easement, Permanent Drainage Easement, or Sidewalk Easement.
 - If TCE need termination or end date.

- ___ REQUIRED INFORMATION:
 - a) City Project No. and Project Name; State Project No. and Federal Project No. (if applicable)
 - b) Current Ownership (both husband and wife's name, even if only owned by one spouse)
 - 1) If a trust, the name and date of the trust
 - 2) If a corporation or LLC, state of incorporation or formation
 - 3) If partnership, full name of partnership
 - c) Johnson County Parcel ID number;
 - d) Number the tracts in the project (up one side and down the other) (Tract No. __)
 - e) The name of any other party who has an interest (contract for deed holder, lienholder, mortgage companies, tenant, etc.)
 - f) Situs Address
 - g) Mailing Address
 - h) Other easement holders (utilities, tenants with 99 year leases)
 - i) Temporary Construction Easement must include the date that the easement rights end.
 - j) Legal description of the entire tract, including total square footage.
 - k) Legal description of the new taking, including total square footage.
 - l) Tract map
 - m) Ownership & Encumbrance title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements and any other encumbrances upon the property.
 - n) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, we need all deeds which comprise the whole interest. (If undivided one-half is conveyed to husband's trust and undivided one-half interest is conveyed to wife's trust, we will need a copy of both deeds.
 - o) Common errors to avoid: verify marital status, *BEFORE SUBMITTING DOCUMENTS TO CITY OF OLATHE VERIFY THE O&E'S TO ENSURE OWNERSHIP HAS NOT CHANGED.*

____ Tract Map will be considered complete when it contains the following information (example is attached):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the easement (s) and indicating any trees to be removed or fences to be moved. Outlines of buildings are to be shown so that we can tell how close the easements are to the existing building. Dimensions/bearings for easements to be clearly shown on map. It is acceptable to place all easements on one exhibit as long as each easement is easily identified. If the exhibit is too cluttered, then the easements will be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. **EASEMENT MUST BE CLEARLY VISIBLE ON DRAWING.**
- b) Property owner's names, mailing address, situs address (if different from mailing), Johnson County Parcel ID number, tract number, lienholder, easement holder.
- c) Map of tract must show dimensions of tract and property lines clearly marked.
- d) Common errors to avoid: North arrow pointing in the wrong direction, verification that the easement legal description closes upon itself.

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

____ Submit Documents to Public Works staff.

EXHIBIT E
Request for Qualifications/Proposals
(INCLUDE RFP/RFQ DOCUMENT AS APPLICABLE)

EXHIBIT F
Consultant's Response to RFQ/RFP

EXHIBIT G
Certificate of Insurance

EXHIBIT H
Certificate of Good Standing to Conduct Business in Kansas

**STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
KRIS W. KOBACH**

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 7099872

Entity Name: TRANSYSTEMS CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: MO

Resident Agent: THE CORPORATION COMPANY, INC.

Registered Office: 112 SW 7TH STREET SUITE 3C, TOPEKA, KS 66603

was filed in this office on March 03, 1977, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of February 06, 2017

**KRIS W. KOBACH
SECRETARY OF STATE**

Certificate ID: 911756 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.



Project Fact Sheet
119th and Black Bob Geometric Improvements
3-C-030-17
March 7, 2017

Project Manager: Celia Duran/Chet Belcher

Description: This project includes the construction of a right turn lane from northbound Black Bob Road onto eastbound 119th Street.

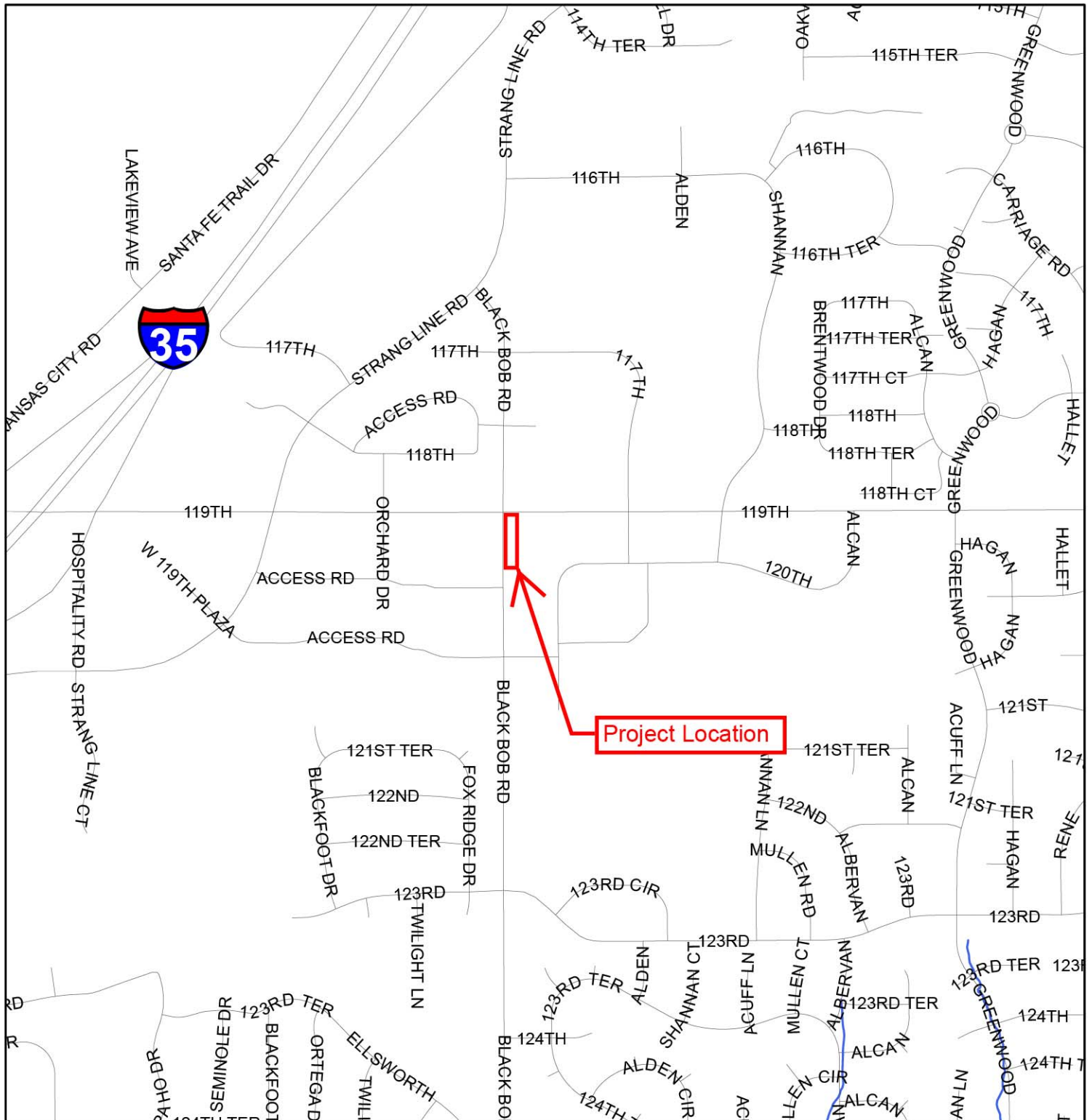
Justification: This project is needed to address capacity and safety concerns at the intersection.

Comments: This project has been awarded \$200,000 in Congestion Mitigation/Air Quality (CMAQ) funds. Construction is scheduled to be complete in 2018.

Schedule:	Item	Date
Design:	Land Acquisition	10/31/2017 – Estimate
	Final Design	10/31/2017 – Estimate
	Utility Relocations	03/01/2018 – Estimate
Construction:	Contract Award	04/01/2018 – Estimate
	Completion	09/01/2018 – Estimate
Council Actions:	Date	Amount
Project Authorization	2/7/2017	\$555,000
Consultant Agreement	3/7/2017	\$65,116
Funding Sources:	Amount	CIP Year
GO Bonds	\$355,000	2019
CMAQ	\$200,000	2018
Expenditures:	Budget	Amount to Date
Design	\$65,000	\$0
Construction	\$350,000	\$0
Inspection	\$25,000	\$0
Staff Time	\$25,000	\$0
Utilities	\$35,000	\$0
Land Acquisition	\$10,000	\$0
Contingency	\$45,000	\$0
Total	\$555,000	\$0

119th and Black Bob Geometric Improvements Project 3-C-030-17 Project Location Map

Attachment "C"



COUNCIL AGENDA ITEM

CA-H

Department: Public Works

Council Meeting Date: March 7, 2017

Staff Contact: Mary Jaeger/Celia Duran

Subject: Consideration of Engineer's Estimate, acceptance of bids and award of contract to Sosaya & Sons Construction, Inc. for construction of the Traffic Signal Installation (159th Street and Old 56 Highway) Project, PN 3-C-002-13.

Focus/Perspective Area: Transportation

Executive Summary: On February 1, 2017, four (4) bids were received and opened for the above referenced project. The bids for the Traffic Signal Installation (159th Street and Old 56 Highway) Project ranged from \$127,110.00 to \$182,919.09 with the Engineer's Estimate at \$210,000.00. Sosaya & Sons Construction, Inc. submitted the low and responsible bid in the amount of \$127,110.00. The following is a tabulation of the bids received:

Sosaya & Sons Construction, Inc.	\$127,110.00
Wildcat Concrete Services	\$164,750.00
J. Warren Co., Inc.	\$182,500.00
Capital Electric Line Builders	\$182,919.09
Engineer's Estimate	\$210,000.00

The project includes the installation of a traffic signal at the intersection of 159th Street and Old 56 Highway. These improvements will be installed in conjunction with the 159th Street, Old 56 Highway to I-35, Improvements Project currently under construction. The City of Olathe will provide the traffic signal poles and mast arms, signal cabinet, and other associated equipment.

Construction will begin this spring and will be completed this summer.

Fiscal Impact: Funding for the Traffic Signal Installation (159th Street and Old 56 Highway) Project includes the following sources:

CARS	\$4,760,000
Federal STP	\$4,628,000
Other Jurisdictions	\$100,000
Street Excise Tax	\$1,600,000
<u>GO Bonds</u>	<u>\$8,292,500</u>
Total	\$19,380,500

Recommendations/Options/Action Requested: Approval of Engineer's Estimate, acceptance of bids and award of contract to Sosaya & Sons Construction, Inc. for construction of the Traffic Signal Installation (159th Street and Old 56 Highway) Project, PN 3-C-002-13.

Attachments: A: Engineer's Estimate and Affidavit of Estimate
B: Project Fact Sheet
C: Project Location Map

AFFIDAVIT OF ESTIMATE OF COST

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

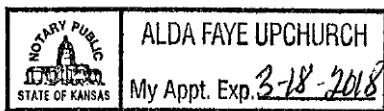
Celia J. Duran, P.E., of lawful age, being first duly sworn upon her oath,
states:

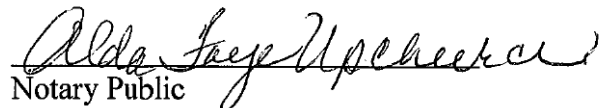
1. I am the City Engineer for the City of Olathe, Kansas.
2. The detailed estimate of the cost for the Traffic Signal Installation (159th Street and Old 56 Highway) Project, PN 3-C-002-13, is attached and I am providing the estimate of the cost under oath (Exhibit A).



Celia J. Duran, P.E., City Engineer

Subscribed in my presence and sworn under oath before me this 28th
day of February, 2017.





Notary Public

My Appointment Expires
March 18, 2018

Engineer's Estimate of Construction Costs
Traffic Signal Installation
159th Street & Old 56 Highway
City of Olathe Project Number: 3-C-002-13

NO.	ITEM	UNIT	Approx. Quantity	UNIT PRICE	TOTAL
1	Traffic Signal Installation	Lump Sum	1	\$ 200,000.00	\$ 200,000.00
2	Owner's Allowance (Set)	Lump Sum	1	\$ 10,000.00	\$ 10,000.00
Total Construction Cost					\$210,000.00

Note: All Unit Prices based on 2017 values. The costs shown on this estimate represent an estimate of probable costs prepared in good faith and with reasonable care. HNTB has no control over the costs of construction labor, materials, or equipment, nor over competitive bidding or negotiating methods and does not make any commitment or assume any duty to assure that bids or negotiated prices will not vary from this estimate. This estimate does not include costs for right-of-way, utility relocation, and engineering administration.





Project Fact Sheet
159th Street, I-35 to Old 56 Highway Rd Imp
3-C-002-13
March 7, 2017

Project Manager: Celia Duran / Chet Belcher

Description: The project includes the re-construction of 159th Street between I-35 and Old 56 Hwy. The current two lane roadway will be widened to a half arterial with ROW and improvements in place for the construction of a future four lane divided arterial. The project also includes the installation of an above grade railroad crossing eliminating the existing at grade BNSF railroad crossing. Also included in the project are updates to all pedestrian facilities in the area including a multi-use path, ADA ramps, turn lanes, driveway entrances, and storm sewer installation throughout the project. Installation of a traffic signal and turn lanes at the Old 56 Hwy and 159th Street intersection are included in this project.

Justification: This project is necessary to improve the roadway to allow for increased safety in the area.

Comments: This project will be under construction thru 2017.

Schedule:	Item	Date
Design:	Preliminary Design	10/04/2013
	Land Acquisition	07/01/2014
	Final Design	06/15/2015
	Utility Relocations	10/15/2015
Construction:	Contract Award	10/06/2015
	Completion	11/25/2017 – Estimate
Council Actions:	Date	Amount
Project Authorization	03/19/2013	\$ 19,380,000.00
Engineering Agreement	06/04/2013	\$ 1,377,000.00
Supplemental Agreement No. 1	01/07/2014	\$ 66,700.00
KDOT Funding Agreement	06/03/2014	\$ 5,785,000.00
Supplemental Agreement No. 2	10/08/2014	\$ 49,263.00
KCP&L Utility Agreement	02/17/2015	\$ 318,352.00
ATMOS Relocation Agreement	06/02/2015	\$ 583,854.31
Supplemental Agreement No. 3	10/06/2015	\$ 388,000.00
Contract Award	10/06/2015	\$ 13,475,257.00
ATMOS Supplemental No. 1	04/19/2016	\$ 209,447.78
Contract Award (Traffic Signal)	03/07/2017	\$ 127,110.00
Funding Sources:	Amount	CIP Year
GO Bonds	\$8,292,500	2017
Federal STP	\$4,628,000	2015/2016
Other Jurisdictions	\$100,000	2015
CARS	\$4,760,000	2015/2016
<u>Street Excise Tax</u>	<u>\$1,600,000</u>	2013/2014/2015
Total	\$19,380,500	

Expenditures:	Budget	Amount Olathe Spent to Date
Design/Inspection	\$1,449,425	\$1,663,795.11
Land Acquisition	\$1,000,000	\$350,925.25
Staff Costs	\$150,000	\$218,363.88
Utilities	\$1,300,000	\$1,051,829.13
Construction	\$14,147,500	\$9,915,898.13
Finance Costs	\$83,000	\$40,068.31
Other Project Costs	\$83,000	\$71,399.74
<u>Contingency</u>	<u>\$1,167,575</u>	<u>\$2,630.00</u>
Total	\$19,380,500	\$13,314,909.55

Traffic Signal Installation Project (159th Street and Old 56 Highway)

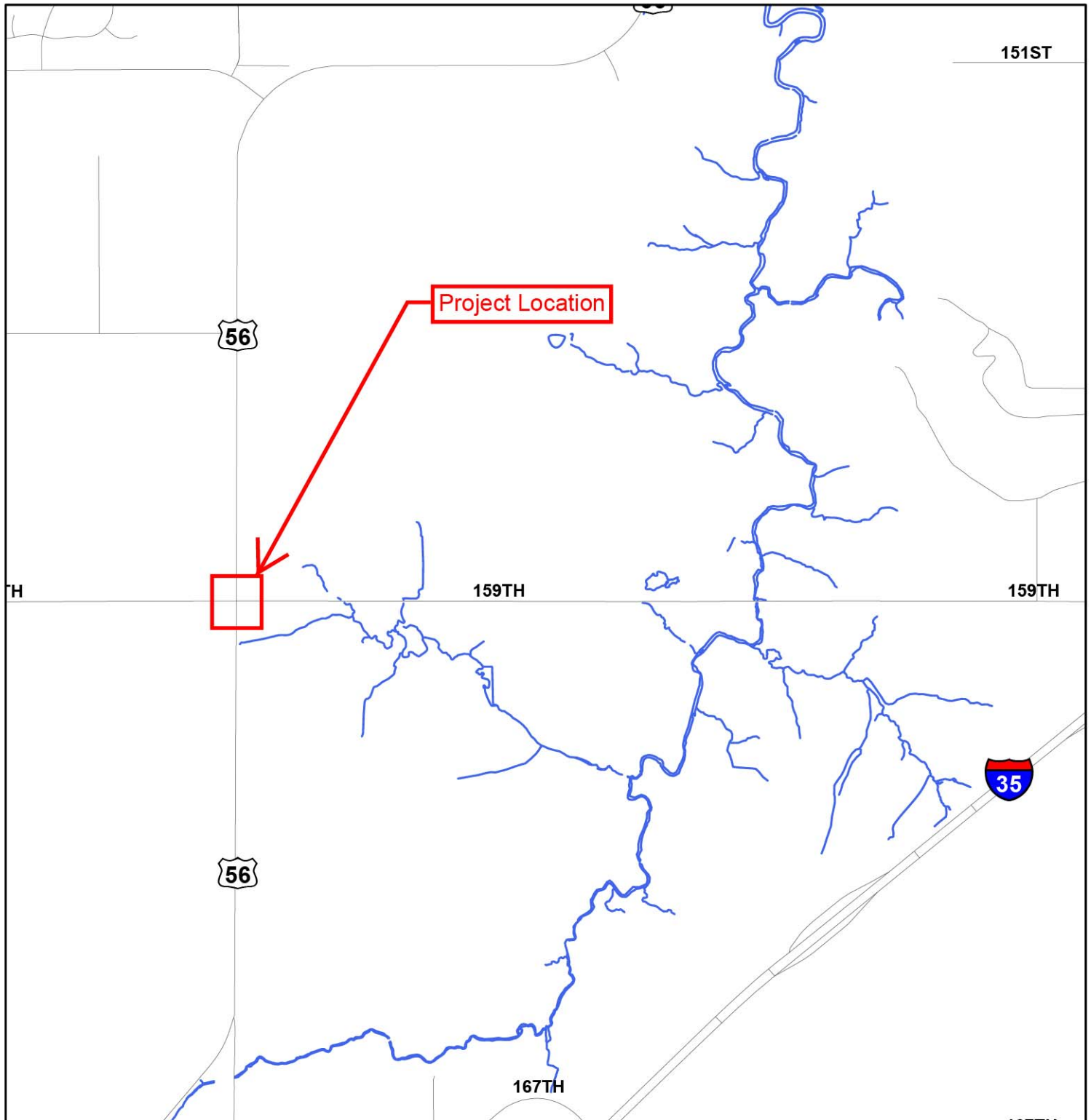
Attachment "C"

3-C-002-13

Project Location Map



NOT TO SCALE



COUNCIL AGENDA ITEM

CA-I

Department: Parks and Recreation

Council Meeting Date: March 7, 2017

Staff Contact: Renee Rush/Michael Meadors

Subject: Consideration of the acceptance of sculpture for the 2017 Downtown Outdoor Sculpture Exhibit.

Key Result Area: Active Lifestyles

Executive Summary: In its 13th 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. 9 sculptures and 2 alternates were reviewed by the Council at the February 21st meeting.

The nine works and alternate pieces recommended to be featured in the exhibit 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.

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 authorize the selection of sculpture for the 2017 Downtown Outdoor Sculpture Exhibit program in the Original Town Core Area.

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: K7 & Santa Fe (CVS)

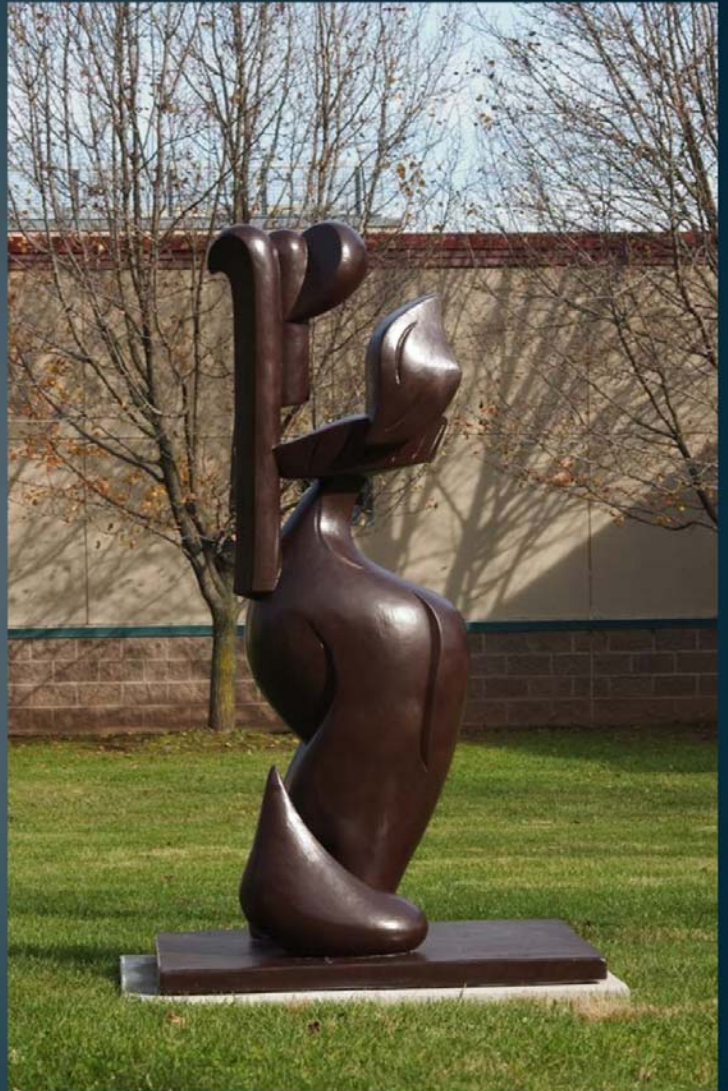


Water Talk

by: Won Choi
Philadelphia, PA

Steel, Foam, Fiberglass,
Epoxy

6.25' x 3.5' x 2.5', 300 lbs



Location: Civic Center Park, southeast side



Slices of Heaven

by: Craig Gray
Key West, FL

Stucco, Fiberglass, Steel

9' x 5' x 5', 700 lbs



Location: Civic Center Park, southwest side



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
Found 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



1. Queen Anne's Array– Inside City Hall,
100 E. Santa Fe
2. Oak Leaf Horizon III– K7 & Santa Fe
(CVS)
3. Water Talk– Civic Center Park,
southeast side
4. Slices of Heaven– Civic Center Park,
southwest side
5. Twisted Botanical Wave– NE corner of
Chestnut and Poplar
6. Crumple and Flow– Corner of Kansas
Ave & Santa Fe
7. Nomad– West side
of Northgate-north of Mulberry
8. Fancy This– Santa Fe at Calamity Line
Park, 901 W. Santa Fe
9. 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

CA-J

Department: Resource Management

Council Meeting Date: March 7, 2017

Staff Contact: Mary Jaeger/Stephanie Creed

Subject: Consideration of renewal of contract with HD Supply Waterworks for purchase of Sensus water meters for the Water/Wastewater Division of the Public Works Department.

Focus/Perspective Area: Utility Services

Executive Summary: The Facility Conservation Improvement Project (FCIP) for Public Works was approved by Council in 2009 (Ordinance No. 09-52) and included the replacement of water meters throughout the City with meters from Sensus USA. In 2011, Sensus USA, Inc. transferred distribution of its water meters to HD Supply Waterworks in Olathe. A contract was established with HD Supply Waterworks in 2011.

Staff recommends renewal of contract with HD Supply Waterworks for purchase of Sensus water meters through January 31, 2018.

Fiscal Impact: Expected expenditures for 2017 are \$164,000.00. Expenditures under this contract will be charged to the Water and Sewer Fund. A majority of this cost will be offset with revenues collected when new service permits are applied and paid for.

Recommendations/Options/Action Requested: Approve renewal of contract with HD Supply Waterworks for Sensus water meters.

Attachments: Sole Source


☐ **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: February 6, 2017

Department Contact: Tonya Roberts

E1 Doc No.: N/A

Total Cost: \$164,000.00 est.

COMMODITY/SERVICE DESCRIPTION:

Sensus Water Meters

CER/SOLE SOURCE JUSTIFICATION:

HD Supply is the local distributor for Sensus Water Meters. The City of Olathe currently has Sensus water meters installed and meters read into the Sensus AMI. It would be difficult and expensive to equip any other brand of water meters to read into the Sensus AMI. Doing so could lead to issues with meter readings not reading in, should we begin retrofitting other meter manufactures with the Sensus AMI.

The majority of the water meter expenditure is for new services (newly tapped), in which the costs are recovered at the time that a water permit is paid for. Only a small portion of the budget is for meters that are replaced that can not be returned for warranty replacement (frozen meters, meters that have been tampered with, etc). In the case that a meter is tampered with, the cost is passed on to the person who is responsible for the water bill at that particular address.

Approved: [Signature] (Department Director)

Approved: [Signature] 2/16/17 (Procurement Manager)

Over \$25,000:

Approved: [Signature] (City Manager)

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

Form updated: July 12, 2013

COUNCIL AGENDA ITEM

CA-K

Department: Public Works

Council Meeting Date: March 7, 2017

Staff Contact: Mary Jaeger/Stephanie Creed

Subject: Consideration and acceptance of renewal of contract to Stericycle Environmental Solutions for household hazardous waste disposal.

Focus/Perspective Area: Service Delivery Support

Executive Summary: In 2014, Johnson County Government competitively solicited for household hazardous waste disposal. City of Olathe staff participated on the evaluation team for award recommendation. The contract award was made to Stericycle Environmental Solutions and allows for additional renewal periods.

The City of Olathe's Household Hazardous Waste (HHW) program diverted over 476 tons of potentially dangerous materials from the waste stream in 2016, with 7,575 households participating. A cooperative effort with Johnson County for storm water management requirements has led to more participation at collection events and a new supplemental funding source for our HHW program. The maturity of this program over the past couple of years has started to bring to this program a higher level of expectations for public education and involvement in this environmental protection and waste reduction program. We have expanded hours to include all Saturdays with drop-offs being scheduled except for the 2nd Saturday of the month "open" collection events.

Staff recommends renewal of contract to Stericycle Environmental Solutions.

There are no Olathe vendors that perform this service.

Fiscal Impact: Expenditures for household hazardous waste are charged to the Solid Waste Fund. Anticipated expenditures for 2017 are \$125,000.00.

Recommendations/Options/Action Requested: Acceptance of renewal of contract to Stericycle Environmental Solutions for household hazardous waste disposal utilizing Johnson County Contract 2014-114.

Attachments: None

COUNCIL AGENDA ITEM

CA-L

Department: Public Works

Council Meeting Date: March 7, 2017

Staff Contact: Mary Jaeger/Stephanie Creed

Subject: Acceptance of bids and consideration of award to Precision Glass Services for windows and installation at Water Plant No. 2.

Focus/Perspective Area: Utility Services

Executive Summary: On January 3, 2017 three (3) bids were received for windows and installation at Water Plant No. 2. The windows on the Filter Building are being replaced as many of them no longer function properly and replacement parts are no longer available. This will bring the windows up to current energy efficiency standards saving energy on the building's HVAC system.

Staff recommends award to Precision Glass service as they offered the lowest, most responsible and responsive bid.

40 vendors were notified of this bid, two of them local. The local vendors do not supply this type of service.

Fiscal Impact: \$73,865.00. Funds will come from Water Production Operating Budget.

Recommendations/Options/Action Requested: Acceptance of bids and consideration of award to Precision Glass Services for Windows and Installation at Water Plant No. 2.

Attachments: Bid Tabulation

Attachment Bid Tabulation

City of Olathe, KS
IFB #16-4359r - Windows and Installation at Water Plant #2
Tuesday, January 03, 2017

				Precision Glass Services Pleasant Valley, MO		The Wilson Group, Inc. Greenwood, MO		Overhead Door Company of Kansas City North Kansas City, MO	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Total Base Bid Price for 21 Windows and Installation per the specifications of the bid - Cost to include all masterials and labor	1	Job	\$ 73,865.00	\$ 73,865.00	\$ 89,925.00	\$ 89,925.00	\$ 85,420.00	\$ 85,420.00
	TOTAL				\$ 73,865.00		\$ 89,925.00		\$ 85,420.00

Recommended Award

COUNCIL AGENDA ITEM

CA-M

Department: Resource Management

Council Meeting Date: March 7, 2017

Staff Contact: Mary Jaeger/Stephanie Creed

Subject: Consideration of the purchase of Kennedy Fire Hydrants from Olathe Winwater Works for the Hydrant Replacement Project, PN 5-C-030-16.

Focus/Perspective

Area:

Utility

Services

Executive Summary: On October 4, 2013, three bids were received for Fire Hydrants Extensions and Hydrant Repair Kits and awarded to Olathe Winwater Works, the lowest responsive bidder. This is the second year of the Hydrant Replacement Project. The 2017 scope includes replacement of 50 obsolete and outdated fire hydrants throughout the City of Olathe. The City of Olathe has had a price agreement with Olathe Winwater Works for the purchase of Fire Hydrants, Extensions and Hydrant Repair Kits since October 2013. The current Price Agreement/Contract with Olathe Winwater Works is valid through February 28, 2018 and provides a \$1,492.95 per unit cost for Kennedy Guardian Fire Hydrants.

Staff recommends purchasing fire hydrants from Olathe Winwater works through February 2018.

Olathe Winwater Works is an Olathe vendor

Fiscal Impact: Funding for the Hydrant Replacement Project (PN 5-C-030-16), as approved in the 2017 Capital Improvement Plan, includes the following sources:

Revenue Bonds

\$200,000

The cost for purchase of fifty (50) Kennedy Fire Hydrants from Olathe Winwater Works is \$74,647.50

Recommendations/Options/Action Requested: Approval of the purchase of Kennedy Fire Hydrants from Olathe Winwater Works for the Hydrant Replacement Project, PN 5-C-030-16.

Attachments: None

COUNCIL AGENDA ITEM

CA-N

Department: Public Works

Council Meeting Date: March 7, 2017

Staff Contact: Mary Jaeger/Stephanie Creed

Subject: Consideration of renewal of contract to Westland Construction, Inc. for the Hydrant Replacement Project, PN 5-C-030-16.

Key Result Area: Utility Services

Executive Summary: On March 25, 2016, one (1) bid was received and opened for the replacement and installation of fire hydrant meters. Westland Construction, Inc. submitted the only bid in the amount of \$3,300/hydrant or \$165,000 for the installation of all 50 hydrants proposed to be replaced. Additionally, the Westland Construction, Inc. agreed to honor this per hydrant installation price for a period of three years (starting in 2016).

This project includes replacement of an additional 50 obsolete and outdated fire hydrants throughout the City of Olathe in 2017.

Staff recommends renewal of the contract and agreement with Westland Construction, Inc. through March 31, 2018.

Fiscal Impact:

A combination of Revenue Bonds and Water Sewer Funds totaling \$276,247.50 was spent in 2016 to replace obsolete and outdated fire hydrants in 2016 as part of PN 5-C-030-16.

Funding for the 2017 portion of the Hydrant Replacement Project (PN 5-C-030-16) includes the following sources:

Revenue Bonds	\$200,000.00
<u>Water/Sewer Fund</u>	<u>\$ 39,647.50</u>
Total	\$239,647.50

Recommendations/Options/Action Requested: Consideration of continuation of contract to Westland Construction, Inc. for the Hydrant Replacement Project, PN 5-C-030-16.

Attachments: none

COUNCIL AGENDA ITEM

CA-O

Department: Resource Management

Council Meeting Date: March 7, 2017

Staff Contact: Michael Meadors/Stephanie Creed

Subject: Acceptance of bids and consideration of award of contracts to Kansas Land Management and Arbor Masters Tree & Landscape for mowing services.

Focus/Perspective Area: Active Lifestyles/Public Services

Executive Summary: On February 14, 2017, three (3) responsive bids were received for mowing services for various City locations. The scope of services includes mowing and related maintenance of all medians, easements, and greenways within the City; groomed mowing at City buildings; rough mowing at Lake Olathe and along 56 Highway; all Infrastructure Management buildings (water plants, wastewater plants, etc.), various Housing Authority sites and City swimming pools.

Staff recommends award of three (3) year contracts with optional one-year contract extensions as follows:

Kansas Land Management - Groups 1, 2, 3, 4, 5 & 7 – Public Buildings, Medians & Easements/Right of Ways, Greenway Mowing/Groomed Mowing, Municipal Services areas, and Swimming Pools.

Arbor Masters Tree & Landscape - Group 6 – Housing Authority Sites

101 vendors were notified of the bid of which 18 were Olathe vendors. One (1) Olathe vendor responded to the bid and the other 17 vendors either do not provide these specific services or does not provide the services on the large scale of this contract.

Fiscal Impact: \$210,949.28. Expenditures for Groups 1, 2, 3, 4 & 7 will be charged to the service contract account of the Parks Maintenance Division. Group 5 will be charged to the maintenance accounts of the individual location, and Group 6 will be charged to the Housing Authority.

Recommendations/Options/Action Requested: Award of contracts to Kansas Land Management and Arbor Masters Tree & Landscape for mowing services.

Attachments: Bid Tabulation

Attachment Bid Tabulation

City of Olathe
IFB #17-4016 - Mowing Services
2/14/17 9:00 AM

Item No.	Description	Group	Qty	Unit	Hometown Lawn Olathe, KS		Arbor Masters Shawnee, KS		Kansas Land Management Shawnee, KS	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Public Safety Buildings (Fire Administration, Animal Shelter, Court Services), 501 East 56 Highway/1225 Hamilton Circle - 6.06 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$610.00	\$13,420.00	No Bid		\$175.74	\$3,866.28
2	Fire Station No. 2, 1725 North Renner Road - 1.97 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$200.00	\$4,400.00	No Bid		\$57.13	\$1,256.86
3	Fire Station No. 3, 14940 West 143rd Street - 1.67 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$170.00	\$3,740.00	No Bid		\$48.43	\$1,065.46
4	Fire Station No. 4, 13301 South Mur-Len - .49 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$60.00	\$1,320.00	No Bid		\$13.34	\$293.48
5	Fire Station No. 5, 1128 West Spruce - .18 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$40.00	\$880.00	No Bid		\$5.22	\$114.84
6	Fire Station No. 6, 24200 West College Blvd - 2.62 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$260.00	\$5,720.00	No Bid		\$75.98	\$1,671.56
7	Fire Station No. 7, 16240 S. Mur-Len - 2.70 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$270.00	\$5,940.00	No Bid		\$78.73	\$1,732.06
8	City Hall West, 200 West Santa Fe - .53 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$60.00	\$1,320.00	No Bid		\$15.37	\$338.14
9	City Hall East, 100 West Santa Fe - .43 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$50.00	\$1,100.00	No Bid		\$12.47	\$274.34
10	North Cherry Building, 201 North Cherry - .23 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$40.00	\$880.00	No Bid		\$6.67	\$146.74
11	Main City Hall, 100 East Santa Fe - 1.20 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$120.00	\$2,640.00	No Bid		\$34.80	\$765.60
12	Parking Lot islands and along rail road fence between Park & Loula West of Kansas - .07 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$40.00	\$880.00	No Bid		\$2.00	\$44.00
13	Parking lot South of Loula around outside & along rail road fence - .10 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$40.00	\$880.00	No Bid		\$2.90	\$63.80
14	Service Center, 400 East Harold - 2.10 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$210.00	\$4,620.00	No Bid		\$60.00	\$1,320.00

15	Park Operations, 404 North K - 7 Hwy - 1.5 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$150.00	\$3,300.00	No Bid	\$43.50	\$957.00
16	Ensor Muesuem, 18995 West 183rd Street - 6 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$600.00	\$13,200.00	No Bid	\$174.00	\$3,828.00
17	Old Hy-Vee building medians , 16100 W. 135th Street, ROW & 2 Lots - 2.07 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$210.00	\$4,620.00	No Bid	\$60.00	\$1,320.00
18	Downtown Civic Center Parks - 1.99 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$200.00	\$4,400.00	No Bid	\$57.00	\$1,254.00
19	Downtown Library, 201 E. Park St - 0.45 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$55.00	\$1,210.00	No Bid	\$13.00	\$286.00
20	Rail Road berms West of Kansas Ave at Cedar St and Poplar St East & West sides on both - 0.14 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$40.00	\$880.00	No Bid	\$4.00	\$88.00
21	Olathe Community Center all islands, around building, KC Rd & Ridgeview Rd. to R&R bridge frontages - 4.6 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$460.00	\$10,120.00	No Bid	\$133.00	\$2,926.00
22	Heritage Center/Mahaffie Farm frontage along trail & artwork wall going West to Mahaffie Farm parking Lot - 8.3 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$800.00	\$17,600.00	No Bid	\$240.00	\$5,280.00
23	Vacant lot N. W corner Ridgeview & Loula St. - .19 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$40.00	\$880.00	No Bid	\$5.50	\$121.00
24	Vacant Lot @ 224 North Rodgers Rd. - 0.6 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$65.00	\$1,430.00	No Bid	\$17.00	\$374.00
25	Frontier Pool Park 15909 W. 127th St. - 1.0 Acres - Price Per Mowing	GROUP 1 - Public Buildings	22	each	\$100.00	\$2,200.00	No Bid	\$29.00	\$638.00
Total Group 1					\$107,580.00		No Bid	\$30,025.16	
26	Northgate - Santa Fe to Ridgeview, Medians - 3.93 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$395.00	\$8,690.00	No Bid	\$114.00	\$2,508.00
27	Northgate - Mulberry St. to Nelson Rd. ROW - 6.34 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$635.00	\$13,970.00	No Bid	\$183.00	\$4,026.00
28	Northgate - Spruce & Kansas (Lot on North West Corner) - .31 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$45.00	\$990.00	No Bid	\$9.00	\$198.00
29	Northgate Cemetery Annex Lot North of Bridge on East Side - .2 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$5.80	\$127.60
30	Northgate - Steamway's Park - 8.70 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$870.00	\$19,140.00	No Bid	\$252.00	\$5,544.00

31	Northgate & Poplar SE Corner Lot - 0.25 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$45.00	\$990.00	No Bid	\$7.25	\$159.50
32	Ridgeview - Santa Fe to K-10 Medians - 5.1 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$510.00	\$11,220.00	No Bid	\$148.00	\$3,256.00
33	KC Road Medians and Row from Mahaffie Farm to Ramp for Westbound 119th Street - 2 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$200.00	\$4,400.00	No Bid	\$58.00	\$1,276.00
34	Renner Road from KC Road North to Lenexa City Limits - .51 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$60.00	\$1,320.00	No Bid	\$14.00	\$308.00
35	119th Street from Nelson to Pflumm, Medians and ROW @ I-35 N & S sides Guard Rails E & W Sides of bridge - 6.65 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$665.00	\$14,630.00	No Bid	\$193.00	\$4,246.00
36	Santa Fe & Brougham ROW South Side By Retaining Wall - 0.12 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$3.00	\$66.00
37	KC Road East side ROW by Bass Pro to 119th St bridge East & West side under bridge & side walk area to 50 feet passed West bound on ramp to 119th St - 5.11 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$510.00	\$11,220.00	No Bid	\$148.00	\$3,256.00
38	Santa Fe - Murlen to Pflumm, Medians - 4.23 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$425.00	\$9,350.00	No Bid	\$122.00	\$2,684.00
39	Santa Fe across from Olathe Ford narrow ROW from Medowbrooke Ln West up Rogers Rd To Traffic Center - 1.89 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$190.00	\$4,180.00	No Bid	\$55.00	\$1,210.00
40	Santa Fe & Brougham - .003 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$1.00	\$22.00
41	Prairie Circle Median N. of Santa Fe off Lindenwood Drive - .24 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$45.00	\$990.00	No Bid	\$7.00	\$154.00
42	Blackfoot Median, North of Santa Fe - .03 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$1.00	\$22.00
43	Arapaho Median, North of Santa Fe - 0 .08 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$2.25	\$49.50
44	Strang Line Road 119th St to 11503 S. Strang Line Road - 0.49 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$55.00	\$1,210.00	No Bid	\$14.21	\$312.62
45	Mur-Len Rd. from 127th St. to Strang Line Rd. to 119th St. - 0.82 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$85.00	\$1,870.00	No Bid	\$23.75	\$522.50
46	Strang Line Road & 123rd - Lot - 0.22 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$6.25	\$137.50

47	Strang Line Row, Jimmy Johns Sandwich Shop to Rogers Rd - 3.9 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$390.00	\$8,580.00	No Bid	\$113.00	\$2,486.00
48	Black bob Rd from 153 rd Street to Strang Line Road - 4.90 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$490.00	\$10,780.00	No Bid	\$142.00	\$3,124.00
49	Easement on East side of Black Bob Rd. from 125th St to 124th St.- 0.73 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$80.00	\$1,760.00	No Bid	\$21.00	\$462.00
50	Indian Creek Trail Head East of Black Bob Rd. from bridge to South East corner 127th St. & ROW - 3.40 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$340.00	\$7,480.00	No Bid	\$95.00	\$2,090.00
51	134th Median, Median West of Black Bob Road by O'Reilly Auto - .05 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$1.45	\$31.90
52	Pflumn Rd. one median South of 151st and one median North of 151st - 0.06 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$1.75	\$38.50
53	Pflumm Rd from 143rd to 119th Street - 5.63 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$565.00	\$12,430.00	No Bid	\$163.00	\$3,586.00
54	Pflumm Rd, Pflumm and 143rd East & West Medians - .28 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$45.00	\$990.00	No Bid	\$8.00	\$176.00
55	Pflumm Rd, Northwest Corner of 143rd and Pflumm - .67 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$70.00	\$1,540.00	No Bid	\$19.50	\$429.00
56	South Park,Bldg. West of169 Highway to 151st Street - 2.74 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$275.00	\$6,050.00	No Bid	\$79.50	\$1,749.00
57	169 Hwy from Old 56 Hwy to 151st. Bridge Medians - .53 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$60.00	\$1,320.00	No Bid	\$15.00	\$330.00
58	Vacant lot 169 Hwy, Southwest Corner of 169 Hwy & 56 Hwy - 2.1 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$210.00	\$4,620.00	No Bid	\$61.00	\$1,342.00
59	56 Hwy West of Harrison/169-Median North of Public Safety Bldg - .08 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$2.00	\$44.00
60	151st, Medians from S. Valley Rd.to Caenen Lane. ROW on S. side from S. Valley Rd.to Lone Elm Rd. and vacant lot on S. W. corner- 4.05 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$410.00	\$9,020.00	No Bid	\$117.00	\$2,574.00
61	151st, ROW from Travanse Living Facility East to Mahaffie Circle - 1.59 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$160.00	\$3,520.00	No Bid	\$45.00	\$990.00

62	151st, ROW on North side from Mahaffie Circle West to entrance to Dillards - 1 Acre - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$100.00	\$2,200.00	No Bid	\$27.00	\$594.00
63	Lone Elm RD Medians & ROW from two medians N. of 151st To 167th St. Also ROW in front of Midwest Propeller, N. & S. side of I-35 N.bound off ramp and two passes around Entry Feature Sign - 22 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$0.00	\$0.00	No Bid	\$635.00	\$13,970.00
64	159th Street, 2 Medians East of Lone Elm to Ridgeview Rd intersection - 2.74 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$275.00	\$6,050.00	No Bid	\$75.00	\$1,650.00
65	Lone Elm Rd. & 159th North East & South West corners - 0.09 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	6	each	\$40.00	\$240.00	No Bid	\$2.50	\$15.00
66	159th Street & Mahaffie, One Median N. side - .04 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	6	each	\$40.00	\$240.00	No Bid	\$1.00	\$6.00
67	College Blvd, West of Clare Rd. go East to Ridgeview - 3.96 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	6	each	\$400.00	\$2,400.00	No Bid	\$115.00	\$690.00
68	College Blvd & Dun Raven Street Median North - .0.2 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	10	each	\$40.00	\$400.00	No Bid	\$5.00	\$50.00
69	College Blvd, 107th & Valley Rd NW Corner Easements - .14 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	10	each	\$40.00	\$400.00	No Bid	\$4.00	\$40.00
70	College Blvd, first Median East/Ridgeview - 0.14 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	10	each	\$40.00	\$400.00	No Bid	\$4.00	\$40.00
71	College Blvd and Rene St. one median South Side - 0.02 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	10	each	\$40.00	\$400.00	No Bid	\$1.00	\$10.00
72	Clare Rd. 1St. Median South of College Blvd. West of K-7 - 0.05 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	10	each	\$40.00	\$400.00	No Bid	\$1.25	\$12.50
73	127th Street one median West of KC Rd East to Pflumn Rd. & ROW N. of Greenwood St. - 1.53 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	10	each	\$150.00	\$1,500.00	No Bid	\$44.00	\$440.00
74	Harold St. ROW from Aurora St. W. to K-7 - 0.87 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	10	each	\$90.00	\$900.00	No Bid	\$25.00	\$250.00
75	Santa Fe Medians West of K-7 to Ward Cliff Dr. - 0.23 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	10	each	\$40.00	\$400.00	No Bid	\$6.50	\$65.00
76	Vacant Lot on N. Indian Wells Dr. and No. Cedar Hills Dr. & W. Surrey St. - 0.48 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	10	each	\$55.00	\$550.00	No Bid	\$14.00	\$140.00

77	Veterans Park - 5 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	10	each	\$500.00	\$5,000.00	No Bid	\$145.00	\$1,450.00
78	Southgate and Harrison Vacant lot So. West corner with gas pipe lines - 0.25 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$45.00	\$990.00	No Bid	\$7.00	\$154.00
79	Harrison and Dennis across from strip mall one median - 0.03 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$1.00	\$22.00
80	West Elm and Valley Road triangle median - 0.01 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$1.00	\$22.00
81	K-7 Hwy One median 200 Ft North of West Cedar Street - 0.03 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$1.00	\$22.00
82	Southglen Park at College and Clare Rd. South of Cedar Creek Elementary- 6.26 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$625.00	\$13,750.00	No Bid	\$181.00	\$3,982.00
83	Valley Parkway center medians from Cedar Creek Parkway go West to dead end -2 acres - Price Per Mowing (NO TRIANGLE BEDS AT CEDAR CREEK PARKWAY & VALLEY PARKWAY)	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$200.00	\$4,400.00	No Bid	\$58.00	\$1,276.00
84	Cedar Creek West Valley Pky from Shadow Glen Dr. to College Blvd - 2.48 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$250.00	\$5,500.00	No Bid	\$72.00	\$1,584.00
85	Santa Fe @ I-35 triangle strip to North bound on ramp/ sidewalk on South side with ROW North of Bank of America - 0.45 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$50.00	\$550.00	No Bid	\$13.00	\$143.00
86	Rawhide Rd. ROW from Santa Fe North to Harley Davidson Dealership - 2.0 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$200.00	\$2,200.00	No Bid	\$55.00	\$605.00
87	Shieridan Bridge & Ridgeview ROW North & South side South along Ridgeview to commercial Bldg. ROW going South West onto Dennis Ave. @ Hunter Dr. To Sunset. North side from Ridgeview Rd. East under bridge around to Rogers Rd. North to concrete barrier by the FAA building - 4.49 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$0.00	\$0.00	No Bid	\$130.00	\$1,430.00
88	Rogers Rd. from Strang Line Rd. ROW South to Traffic Center Complex - 5.9 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$590.00	\$6,490.00	No Bid	\$170.00	\$1,870.00

89	Rogers Rd. ROW North of Home Depot to Smitty Outdoor Equipment - 7.3 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$730.00	\$8,030.00	No Bid	\$200.00	\$2,200.00
90	College & Lone Elm North West Corner Property around Perimeter & 5 Feet past sidewalk - 2.18 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$220.00	\$2,420.00	No Bid	\$60.00	\$660.00
91	Settlers Park @ 117Th Terr. & Langley St..off of Woodland And North West corner ROW @ 119Th & Woodland West To Cheery Ln. - 5.05 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$510.00	\$5,610.00	No Bid	\$145.00	\$1,595.00
92	Park property at 107Th St. And Woodland Rd. next to 19523 West 107TH - 0.64 Acres. Price per mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$65.00	\$715.00	No Bid	\$18.00	\$198.00
93	Lot on South FIR St. From KIA Dealership South To Ridgeway Dr. - 2.23 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	11	each	\$225.00	\$2,475.00	No Bid	\$60.00	\$660.00
94	Cricket Fiield North East corner 107TH & Valley Rd - 3.47 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$350.00	\$7,700.00	No Bid	\$100.00	\$2,200.00
95	Honeywell / Hedge Ln.around to 103Rd along fence of k-10 off ramp K-10 - 7.63 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$765.00	\$16,830.00	No Bid	\$200.00	\$4,400.00
96	159th St off ramp from Gardner on N. and S. side to Lone Elm and around Entry sign - 10.76 Acres - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$1,075.00	\$23,650.00	No Bid	\$300.00	\$6,600.00
97	RidgeView Rd. one median North of 151St. Garmin Median - 0.1 Acre - Price Per Mowing	GROUP 2 - Medians & Easements/Right of Ways	22	each	\$40.00	\$880.00	No Bid	\$1.00	\$22.00
Total Group 2					\$306,490.00		No Bid	\$98,605.12	
98	56 Hwy from I-35 to Robinson St Easements / ROW- 20.89 Acres - Price Per Mowing	Group 3 - Rough Mowing	10	each	\$2,100.00	\$21,000.00	No Bid	\$600.00	\$6,000.00
Total Group 3					\$21,000.00		No Bid	\$6,000.00	
99	Briarwood East, 15500 West 138th - 5.8 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$580.00	\$6,380.00	No Bid	\$160.00	\$1,760.00
100	Briarwood West, 16501 West 135th - 3.1 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$310.00	\$3,410.00	No Bid	\$85.00	\$935.00

101	Woodland Creek, 15136 West 157th - 16.5 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$1,650.00	\$18,150.00	No Bid	\$450.00	\$4,950.00
102	Wabash & Keeler - Behind 901 East Wabash St. 2.73 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$275.00	\$3,025.00	No Bid	\$75.00	\$825.00
103	Quailwood East, 14093 South Greenwood - 7 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$700.00	\$7,700.00	No Bid	\$192.00	\$2,112.00
104	Quailwood West, 14070 South Greenwood - 1 Acre - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$100.00	\$1,100.00	No Bid	\$28.00	\$308.00
105	Cedarbrooke South, 21455 West 122nd - 2 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$200.00	\$2,200.00	No Bid	\$56.00	\$616.00
106	Cedarbrooke North, 21446 West 122nd - 3 Acres - Price Per Mowing	Group 4 - Greenway Mowing/Groomed Mowing	11	each	\$300.00	\$3,300.00	No Bid	\$80.00	\$880.00
Total Group 4					\$45,265.00		No Bid	\$12,386.00	
107	Robinson Bldg, area immediately surrounding the Administration Bldg only, 1385 South Robinson - 7.06 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$710.00	\$15,620.00	No Bid	\$200.00	\$4,400.00
108	Water Plant Number 1, 600 South Curtis - 3 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$300.00	\$6,600.00	No Bid	\$85.00	\$1,870.00
109	Water Plant Number 2, 27065 West 83rd Street, Lenexa - 20 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$2,000.00	\$44,000.00	No Bid	\$580.00	\$12,760.00
110	Blackbob 1 & 2 Storage Towers, 14500 W 151st - .62 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$65.00	\$1,430.00	No Bid	\$17.00	\$374.00
111	Elevated Storage Tower, 11851 S. Renner Blvd - 2.52 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$250.00	\$5,500.00	No Bid	\$70.00	\$1,540.00
112	Harold Street Wastewater, 200 West Harold Street - 5 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$500.00	\$11,000.00	No Bid	\$145.00	\$3,190.00
113	Cedar Creek Wastewater, 25915 West 119th Street - 15 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$1,500.00	\$33,000.00	No Bid	\$430.00	\$9,460.00
114	Hedge Lane Water Storage Tank, 710 North Hedge Lane - 5.0 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$500.00	\$11,000.00	No Bid	\$145.00	\$3,190.00
115	Keeler Street Lagoons, 701 S. Keeler - 2.73 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$270.00	\$5,940.00	No Bid	\$75.00	\$1,650.00
116	Collector Well #1, 30700 West 82nd Street - 10 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$1,000.00	\$22,000.00	No Bid	\$250.00	\$5,500.00
117	Collector Well #2, 8255 South Gardner - 6 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$600.00	\$13,200.00	No Bid	\$150.00	\$3,300.00

118	Collector Well #3, 31850 West 82nd Street - 4 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$400.00	\$8,800.00	No Bid	\$100.00	\$2,200.00
119	Collector Well #4, 31300 West 82nd Street - 5.5 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$550.00	\$12,100.00	No Bid	\$150.00	\$3,300.00
120	Vertical Well Field (8 wells), 8255 South Gardner - 31 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	4	each	\$3,100.00	\$12,400.00	No Bid	\$8.50	\$34.00
121	Lakestone Lagoons, 14800 Lakeshore Drive - 7 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	22	each	\$700.00	\$15,400.00	No Bid	\$200.00	\$4,400.00
122	Landfill/Compost Site, 1100 N. Hedge Lane - 13 Acres - Price Per Mowing	Group 5 - Municipal Services Areas	11	each	\$1,300.00	\$14,300.00	No Bid	\$375.00	\$4,125.00
Total Group 5					\$232,290.00		No Bid	\$61,293.00	
123	Housing Authority Sites, 401, 403, 405, 407 N. Mahaffie - .42 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$50.00	\$1,100.00	\$30.00	\$660.00	No Bid
124	Housing Authority Sites, 729 N. Hamilton; 501, 503, 507, 509 E. Johnston, 720 N. Walker - 1.1 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$110.00	\$2,420.00	\$90.00	\$1,980.00	No Bid
125	Housing Authority Sites, 407, 411, 413 N. Iowa - .36 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$45.00	\$990.00	\$36.00	\$792.00	No Bid
126	Housing Authority Sites, 406, 408, 410, 412 W. Prairie - .51 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$55.00	\$1,210.00	\$30.00	\$660.00	No Bid

127	Housing Authority Sites, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536 Monrow Circle - .73 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$75.00	\$1,650.00	\$60.00	\$1,320.00	No Bid
128	Housing Authority Sites, 714 W. Cedar - .53 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$55.00	\$1,210.00	\$25.00	\$550.00	No Bid
129	Housing Authority Sites, 1129 West Elm Terrace - .41 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$50.00	\$1,100.00	\$25.00	\$550.00	No Bid
130	Housing Authority Sites, 535 N. Chestnut - .25 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$40.00	\$880.00	\$25.00	\$550.00	No Bid
131	Housing Authority Sites, 121, 123 S. Walnut - .17 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$40.00	\$880.00	\$15.00	\$330.00	No Bid
132	Housing Authority Sites, 314, 316 N. Kansas - .21 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$40.00	\$880.00	\$25.00	\$550.00	No Bid
133	Housing Authority Sites, 127, 129 S. Blake - .15 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$40.00	\$880.00	\$15.00	\$330.00	No Bid
134	Housing Authority Sites, 309, 311, 313, 315 N. Church - .42 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$50.00	\$1,100.00	\$30.00	\$660.00	No Bid
135	Housing Authority Sites, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 113, 115 S. Cory Circle - 1.83 Acres - Price Per Mowing	GROUP 6 - Housing Authority Sites	22	each	\$180.00	\$3,960.00	\$100.00	\$2,200.00	No Bid
Total Group 6					\$18,260.00		\$11,132.00		No Bid
136	Black Bob Pool, 14500 W. 151st - 0.04 Acres - Price Per Mowing	GROUP 7 - Swimming Pools	22	each	\$40.00	\$880.00	No Bid	\$50.00	\$1,100.00
137	Frontier Pool, 15909 W. 127th - 0.09 Acres - Price Per Mowing	GROUP 7 - Swimming Pools	22	each	\$40.00	\$880.00	No Bid	\$5.00	\$110.00
138	Mill Creek, 320 E. Poplar - 0.10 Acres - Price Per Mowing	GROUP 7 - Swimming Pools	22	each	\$40.00	\$880.00	No Bid	\$50.00	\$1,100.00
139	Oregon Trail, 1750 W. Dennis - 0.05 Acres - Price Per Mowing	GROUP 7 - Swimming Pools	22	each	\$40.00	\$880.00	No Bid	\$15.00	\$330.00
Total Group 7					\$3,520.00		No Bid		\$2,640.00
GRAND TOTAL					\$734,405.00		\$11,132.00		\$210,949.28

Note: DeVaul's Lawn & Landscape was non-responsive due to not returning required documentation with bid

Recommended award

COUNCIL AGENDA ITEM

CA-P

Department: Resource Management

Council Meeting Date: March 7, 2017

Staff Contact: Michael Meadors/Stephanie Creed

Subject: Acceptance of bids and consideration of award of contract to Gerken Rent-All for portable toilet rental services.

Focus/Perspective Area: Active Lifestyles/Public Services

Executive Summary: On February 21, 2017, three (3) bids were received for portable toilet rental services for the Parks Department and for special City events.

Gerken Rent-All offered the lowest bid for the toilets that are estimated to be rented most often. Staff recommends award of a three (3) year contract with optional one (1) year contract renewals to Gerken Rent-All.

No Olathe vendors responded to the bid. Research was conducted prior to issuing the bid and found that there are no Olathe vendors who offer portable toilet rental services.

Fiscal Impact: Estimated \$54,000.00 annually. Expenditures will be from the Parks and Recreation budget.

Recommendations/Options/Action Requested: Award of contract to Gerken Rent-All for portable toilet rental services.

Attachments: Bid Tabulation

City of Olathe
 IFB #17-4034 - Portable Toilet Rental Services
 2/21/17 9:00 AM

				Gerken Rent-All Paola, KS	Madden Rental Ottawa, KS	Waste Management (Deffenbaugh) Kansas City, KS
Item No.	Description	Qty	Unit	Unit Price	Unit Price	Unit Price
1	Regular Portable Toilets - Cleaned Once a Week. Price Per Unit/Month		each	\$50.00	\$70.00	\$60.00
	estimated usage	0		\$0.00	\$0.00	\$0.00
2	ADA Portable Toilets - Cleaned Once a Week. Price Per Unit/Month		each	\$110.00	\$90.00	\$90.00
	estimated usage	0		\$0.00	\$0.00	\$0.00
3	Regular Portable Toilets - Cleaned Twice Weekly. Price Per Unit/Month		each	\$75.00	\$110.00	\$120.00
	estimated usage	201		\$15,075.00	\$22,110.00	\$24,120.00
4	ADA Portable Toilets - Cleaned Twice Weekly. Price Per Unit/Month		each	\$140.00	\$130.00	\$150.00
	estimated usage	178		\$24,920.00	\$23,140.00	\$26,700.00
5	Regular Portable Toilets for Special Events. Price Per Unit/Month		each	\$50.00	\$55.00	\$60.00
	estimated usage	57		\$2,850.00	\$3,135.00	\$3,420.00
6	ADA Portable Toilets for Special Events. Price Per Unit/Month		each	\$110.00	\$55.00	\$90.00
	estimated usage	12		\$1,320.00	\$660.00	\$1,080.00
7	Hand Washing Stations for Special Events. Price Per Unit/Month		each	\$65.00	\$55.00	\$60.00
	estimated usage	4		\$260.00	\$220.00	\$240.00
8	Servicing of Regular Portable Unit for Special Event		each	\$10.00	\$10.00	\$25.00
	estimated usage	228		\$2,280.00	\$2,280.00	\$5,700.00
9	Servicing of ADA Portable Unit for Special Event		each	\$10.00	\$10.00	\$25.00
	estimated usage	48		\$480.00	\$480.00	\$1,200.00
10	Servicing of Hand Washing Station for Special Event		each	\$10.00	\$10.00	\$25.00
	estimated usage	0		\$0.00	\$0.00	\$0.00
ESTIMATED USAGE GRAND TOTAL				\$47,185.00	\$52,025.00	\$62,460.00

Note: Usage is estimated and does not include unforeseen requests as needed

COUNCIL AGENDA ITEM

PW-A

Department: Public Works – City Planning Division

Council Meeting Date: March 7, 2017

Staff Contact: Sean Pendley, 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 167th Street and U.S. 169 Highway.

Owner: Mark Clear

Applicant: Dave Rhodes, RKF Investments, LLC

Engineer: Aaron Gaspers, CFS Engineers

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 designate a current City zoning district 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 167th 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*.

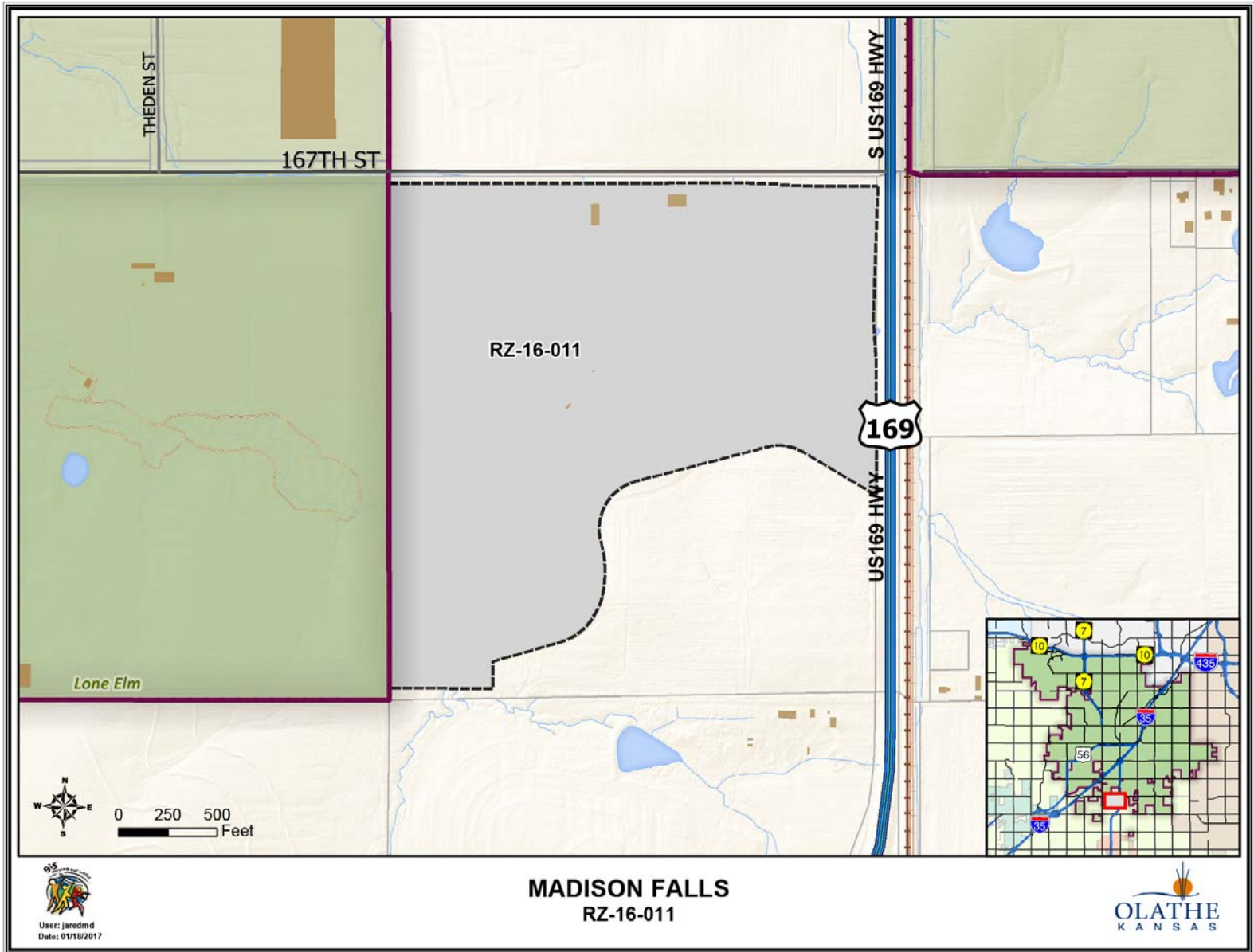
At the January 23, 2017 public hearing, no citizens spoke for or against the project. The Planning Commission voted 6-0 to recommend approval of RZ-16-011 for the reasons indicated on page 14 of the 1/23/2017 Planning Commission minutes.

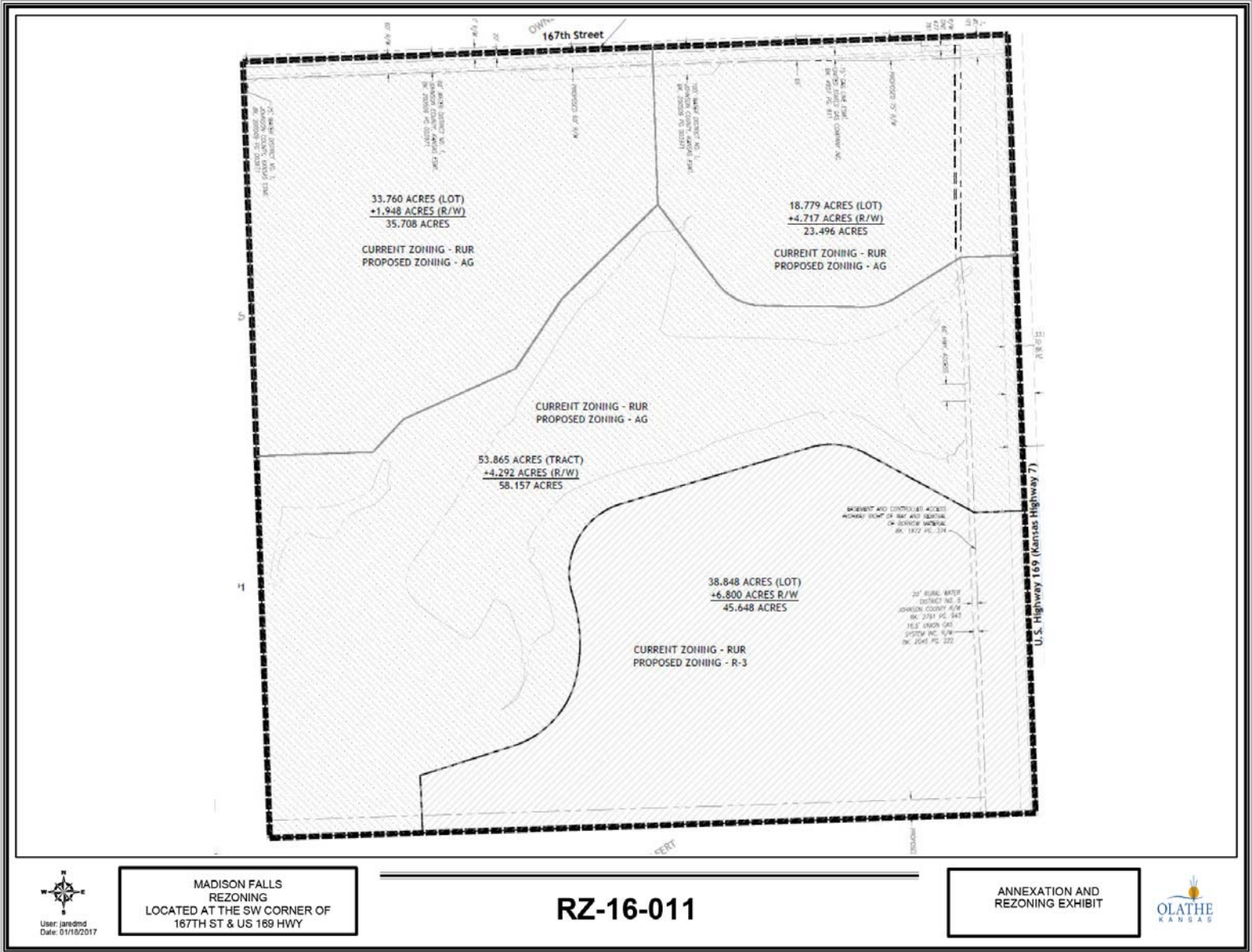
Fiscal Impact: None

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







City of Olathe
City Planning Division

MINUTES

Planning Commission Meeting: January 23, 2017

Application:	<u>RZ-16-011:</u> Rezoning from Johnson County RUR to AG for 106.404± acres for Madison Falls.
Location:	Vicinity of 167 th Street and U.S. 169 Highway
Owner:	Clear, Mark A. Rev Trust / Mark Clear
Applicant:	RKF Investments, LLC / Dave Rhodes
Engineer:	CFS Engineers / Aaron Gaspers, P.E.
Staff Contact:	Amy Kynard, AICP, Senior Planner

Current Zoning:	<u>Johnson County RUR</u>	Current Use:	<u>Agriculture/Vacant</u>
Proposed Zoning:	<u>AG (Agricultural District)</u>	Proposed Use:	<u>Agriculture/Vacant</u>
Site Area:	<u>106.40± gross acres</u>	Plat:	<u>(unplatted)</u>

	<i>PlanOlathe</i> Land Use Category	Existing Use	Current Zoning	Site Design Cat.	Building Design Cat.
Site	Employment Area & Primary Greenway	Vacant / Agriculture	RUR (request AG)	5	E
North	Industrial Area	Vacant / Agriculture	RUR	[6]	[E]
South	Employment Area*	Agriculture / Nursery	RUR	[5]	[E]
East	Conventional Neighborhood & Greenways	Vacant / Agriculture	PEC3	[1]	[A/none]
West	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 167th Street. The width will be determined at the time of final plat approval and will be based upon the ultimate intersection improvement plans for 167th Street and US 169 Highway. A north-south collector roadway will be required along the west property line to connect 167th 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 167th 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 171st 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 167th 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 171st 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, 171st 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 171st 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 171st Street, and traversing through the existing wetlands area to

run north-south along the site's western perimeter up to 167th Street. Road Alignment B would construct an east-west collector road along 171st 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 175th 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 167th 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 171st 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 171st.

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 171st 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 171st 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 171st 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, 171st, 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 171st 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 171st 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 171st 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 167th Street. If you think of 167th 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 167th 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 175th Street that would then allow a bridge also over the railroad. So, when we talk about no access to US-169 Highway south of 167th 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 167th and 175th 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 171st Street to 167th 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 171st 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 30th 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 23rd 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 7th day of March 2017.

SIGNED by the Mayor this 7th day of March 2017.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

COUNCIL AGENDA ITEM

PW-B

Department: Public Works – City Planning Division

Council Meeting Date: March 7, 2017

Staff Contact: Sean Pendley, 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 167th Street and U.S. 169 Highway.

Owner: Mark Clear

Applicant: Dave Rhodes, RKF Investments, LLC

Engineer: Aaron Gaspers, CFS Engineers

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 167th 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 emergency access, connectivity, and traffic circulation. First and foremost is the future land use conflict. The property is designated as an Employment Area on the Future Land Use Map, whereas the proposed development aligns with the Mixed Density Residential Neighborhood category.

The applicant submitted a revised plan showing an alternate emergency access for the proposed residential development (see attached). The plan indicates commercial development in the AG property to the north but a temporary road could be constructed in this area to provide an additional emergency access. However, this road would not meet the requirements for a collector road.

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.

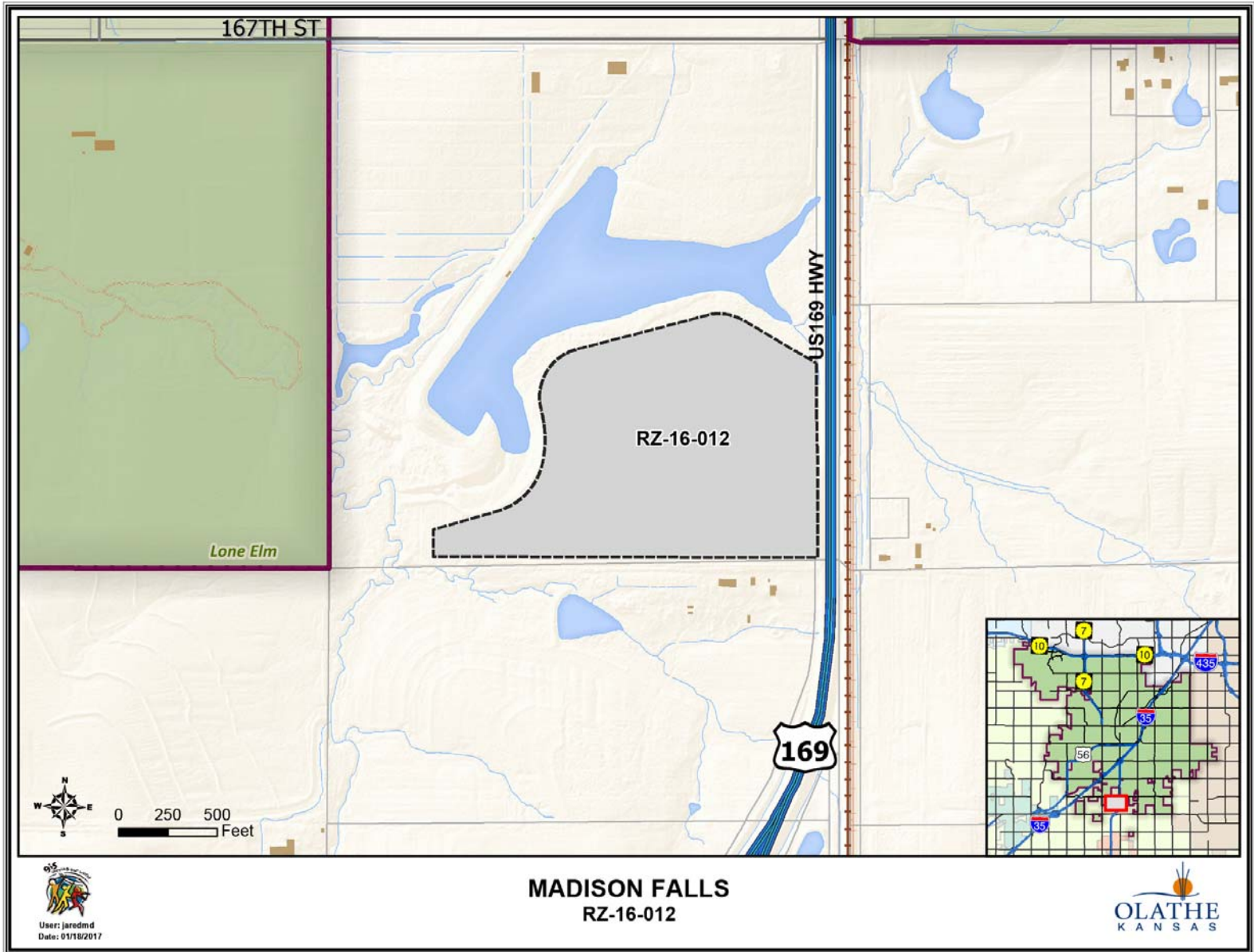
Fiscal Impact: None

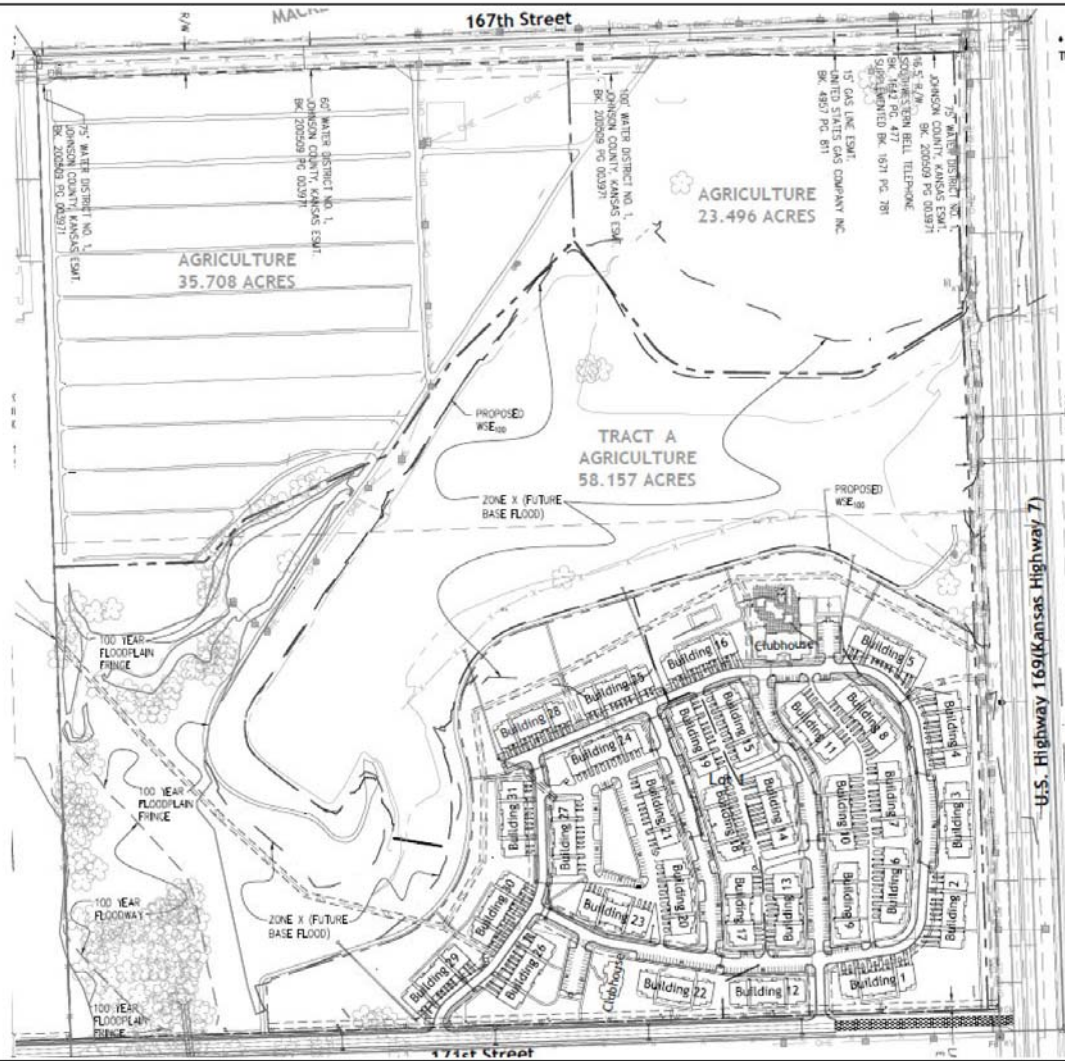
Recommendations/Options/Action Requested:

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
- D: Project Narrative 9-30-16
- E: Revised Overall Site Plan 2-22-17
- F: Citizen comments 2-21-17





User: jaredmd
Date: 01/10/2017

MADISON FALLS
REZONING
LOCATED IN THE VICINITY OF 171ST ST
& US 168 HWY

RZ-16-012

GENERAL LAYOUT



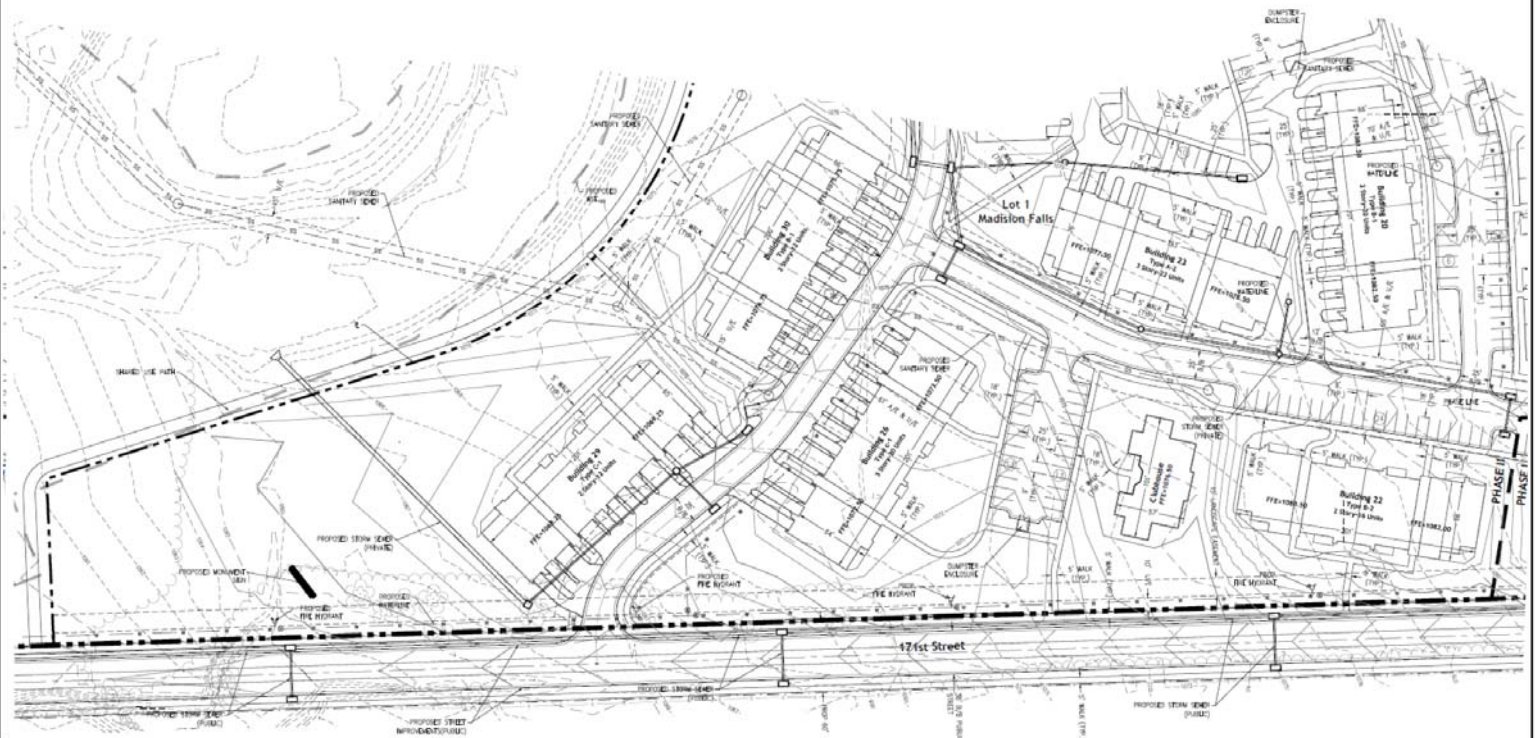


MADISON FALLS
REZONING
LOCATED IN THE VICINITY OF 171ST ST
& US 168 HWY

RZ-16-012

SITE PLAN





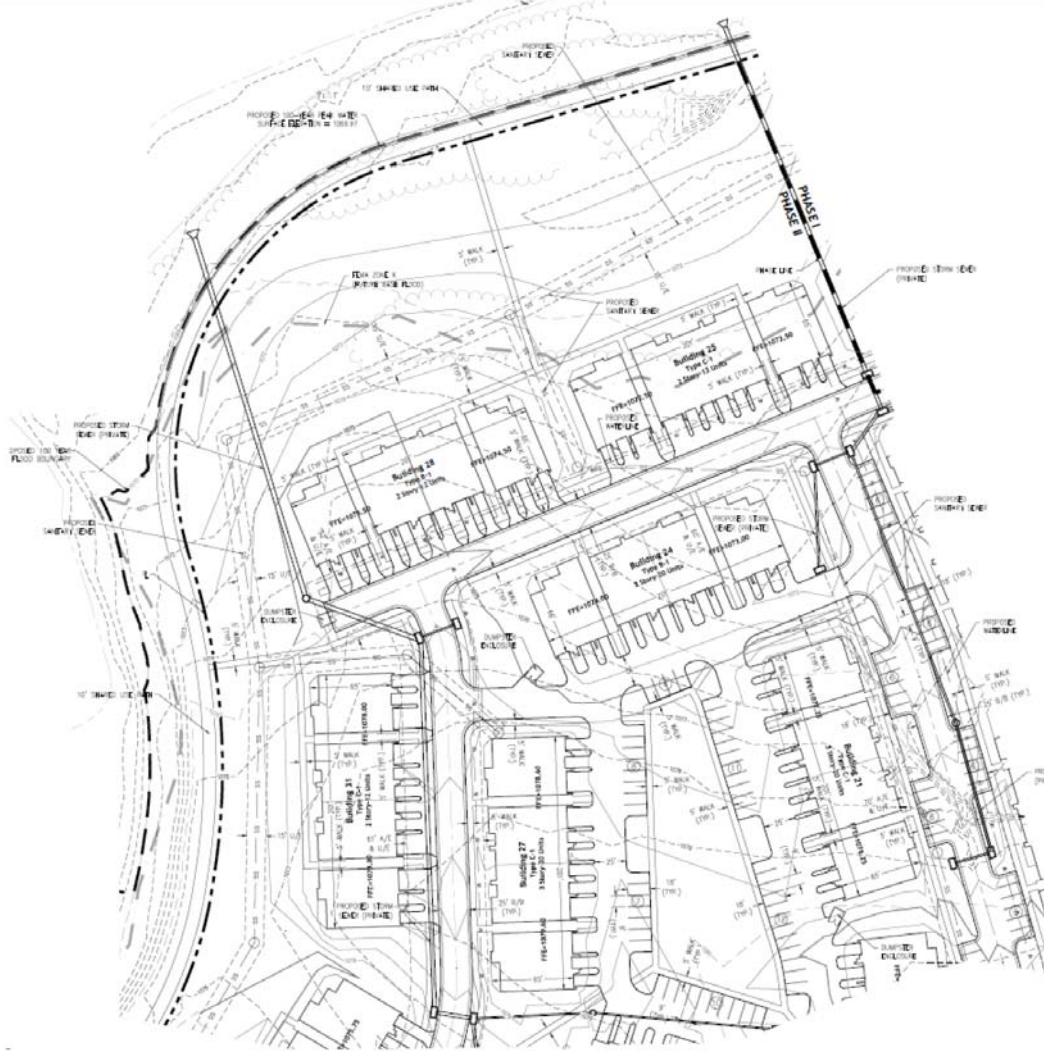
User: jaredm
Date: 05/16/2017

MADISON FALLS
REZONING
LOCATED IN THE VICINITY OF 171ST ST
& US 168 HWY

RZ-16-012

SITE PLAN (SW)





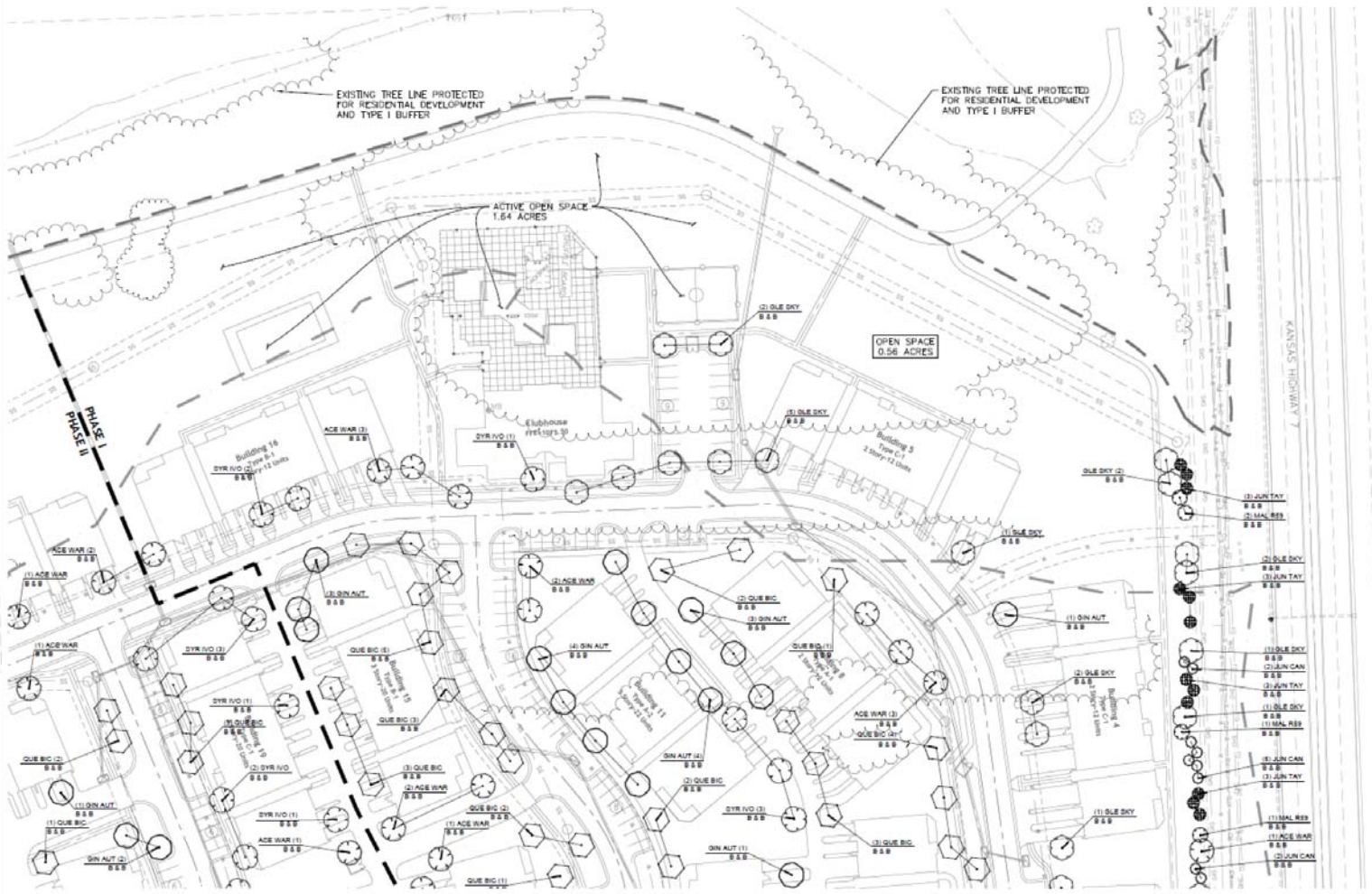
User: jaredm
Date: 01/10/2017

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

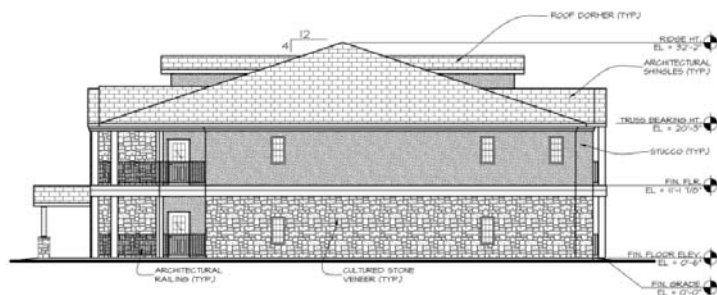
RZ-16-012

LANDSCAPE PLAN (NE)





TYPICAL 2-STORY FRONT ELEVATION



TYPICAL 2-STORY END ELEVATION



User: jaredm
Date: 01/19/2017

MADISON FALLS
REZONING
LOCATED IN THE VICINITY OF 171ST ST
& US 168 HWY

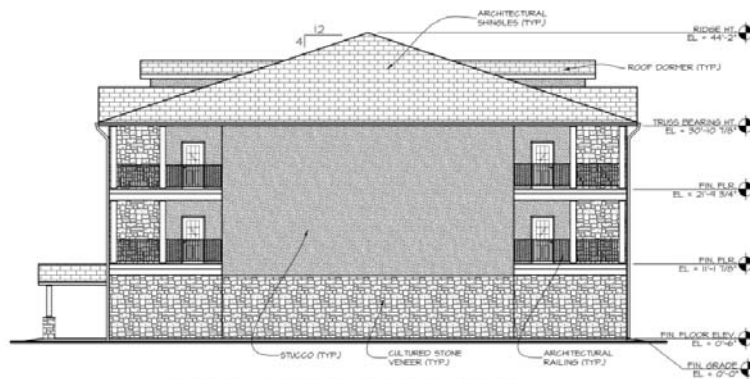
RZ-16-012

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

Application:	<u>RZ-16-012:</u> Rezoning from Johnson County RUR to R-3 and a Preliminary Development Plan for Multifamily Housing on 38.848± acres (Madison Falls Apartments).
Location:	Vicinity of 167 th Street and U.S. 169 Highway
Owner:	Clear, Mark A. Rev Trust / Mark Clear
Applicant:	RKF Investments, LLC / Dave Rhodes
Engineer:	CFS Engineers / Aaron Gaspers, P.E.
Staff Contact:	Amy Kynard, AICP, Senior Planner

Current Zoning:	<u>Johnson County RUR</u>	Site Area:	<u>45.65± gross acres</u>
Proposed Zoning:	<u>R-3 (Residential Low-Density Multifamily District)</u>	Dwelling Units:	<u>514 units</u>
Proposed Use:	<u>Multifamily Residential Apartments</u>	Density:	<u>11.26 units per acre</u>
		Plat:	<u>(unplatted)</u>

	<i>PlanOlathe</i> Land Use Category	Existing Use	Current Zoning	Site Design Cat.	Building Design Cat.
Site	Employment Area & Primary Greenway	Vacant / Agriculture	RUR (request R-3)	3*	B*
North	Employment Area, Industrial Area & Primary Greenway	Vacant / Agriculture	RUR	[5/6]	[E]
South	Employment Area	Agriculture / Nursery	RUR	[5]	[E]
East	Conventional Neighborhood & Greenways	Vacant / Agriculture	PEC3	[1]	[A/none]
West	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:

Composite Building Design (Category B)	Proposed Design
<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 (>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 (>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:**

<i>Composite Site Design (Category 3)</i>	Proposed Design
<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:**

<i>Total Parking</i>	<u>Provided Parking Spaces</u>		
<i>Required: 771</i>	<u>Garages</u>	<u>Driveways</u>	<u>Surface Lots</u>
<i>Provided: 965</i>	<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>Rights-of-way</u>	<u>167th Street</u>	<u>US 169 Hwy (K-7)</u>	<u>Collector Streets</u>
Existing:	<u>40' (½ street)</u>	<u>60' (½ street)</u>	<u>N/A</u>
Proposed:	<u>60' (½ street)</u>	<u>100' (½ street)</u>	<u>60' (total)</u>
Required:	<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 171st Street and Lone Elm Road, with 171st 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 171st 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 171st Street to 167th Street. The intersection of this collector road at 167th Street shall be centered on the west property line.
- Provide a perpendicular intersection for the aforementioned north-south collector and 171st 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 167th Street in accordance with the City's Access Management Plan.
- Widen the right-of-way at the intersection of the north-south collector and 167th 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 171st 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 171st Street instead of the master fence/screening plan required for collector streets. The applicant points out this portion of 171st 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 175th 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 171st 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 167th, 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 167th or west to 171st 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 171st Street to 167th 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 175th 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 167th 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 30th 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 23rd 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 7th day of March 2017.

SIGNED by the Mayor this 7th day of March 2017.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

Statement identifying type(s) of applications

This project proposes annexation of an approximately 163-acre parcel located at the SW corner of the intersection of 167th St. and US-169 (K-7) into the City of Olathe, along with the subsequent rezoning of the property as Residential (R-3) and Agricultural (AG). Approval of a preliminary site development plan is sought for the approximately 104-acre portion of the site that encompasses the residential tract and the tract designated for stormwater detention.

Existing Conditions

The existing 163-acre parcel is located within Johnson County at approximately 20025 W 167th St. The parcel is currently un-platted and zoned RUR (Johnson County). The existing use/s are agricultural/vacant. The site is bordered on the north side by existing 167th Street and un-platted RUR zoning; on the east side by existing US-169 (K-7) and City of Olathe PEC3 zoning; on the south side by existing un-platted RUR zoning; and on the west side by existing un-platted RP1 zoning. Existing 167th Street is a 2-lane asphalt roadway with no shoulder in fair condition, while US-169 is a 5-lane highway in good condition.

The site exhibits moderate slopes falling toward the existing approximately 58-acre water-body/floodplain/wetland area located near the center of the site and extending into the southwest corner.

Statement of Adequate Public Facilities

All necessary public facilities and services which are adequate to serve the development are available, or will be provided as a condition of this application.

Statement of Purpose for Requested Zoning

This development proposes:

- rezoning of an approximately 39-acre tract to R-3 in order to construct a 514-unit apartment complex with 31 buildings and associated infrastructure,
- rezoning of an approximately 54-acre tract to AG to in order to provide stormwater management and recreational facilities,
- rezoning of approximately 70 acres of additional tracts to AG in order to provide for future development.

Golden Rule Zoning Criteria

In reviewing and making decisions on proposed rezoning requests, the Planning Commission and the City Council are required to consider the Golden Rule Zoning criteria. The following offers an in-depth discussion of the proposed annexation and re-zoning as it relates to these criteria for the highest and best use of the subject property.

1. The zoning, uses and character of the neighborhood

The proposed annexation and rezoning matches the City's zoning and land use to the existing zoning and land use in the County for the AG tracts. The proposed R3 residential tract provides essential housing resources to support the Industrial Employment District designation of the adjacent area.

2. The suitability of the subject property for the uses to which it has been restricted

The current equivalent zoning within the City is being requested for the majority of the parcel – RUR (Johnson County) to AG (City of Olathe). Any proposed development on the site would be required to acquire approval of rezoning. The approximately 39-acre R-3 tract proposes to provide 31 buildings with 514 multi-dwelling unit apartments. The construction will be of the highest quality, with interior garages, clubhouses and various upper-end amenities, including a dog park, and shared use trails highlighting the area's recognized historic Santa Fe Trail crossings.

3. Extent to which removal of the restrictions will detrimentally affect nearby property

The proposed annexation and rezoning will provide for a comprehensive development that offers mutually beneficial and complimentary "neighbors". The proposed R3 residential tract provides essential housing resources to support the Industrial Employment District designation of the adjacent area.

4. Length of time subject property has remained vacant as zoned

The proposed annexation and rezoning will extend the City limits from the current line along the east side of the parcel. We also understand that previous potential developers have been uninterested in industrial/office development for this site due to the factors discussed in Item 6.

5. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant

The protection of public health, safety and welfare is the basis for zoning. The relationship between the developer's right to use and obtain value from the property and the City's responsibility to its citizens must be weighed.

The proposed development provides significant gain to public health, safety and welfare while simultaneously raising the developer's value from the property. Specific instances of benefit to public health, safety and welfare are listed below.

- The developer is proposing to finance and construct approximately a mile of public collector street (171st Street west to Lone Elm, including improvements to the Lone Elm intersection) at the estimated cost of approximately \$3.2 Million. Construction of this road removes City's future liability as access to K-7 has been eliminated. Without the construction of this road, several viable tracts along this corridor would be completely landlocked – likely stalling and discouraging future development of the area's designated Industrial Employment District.

- Construction of shared use trails and paths as well as a dog park to be used for the health and welfare benefit of residents and pets.
- Trail will highlight the area's recognized historic Santa Fe Trail crossings, providing educational benefit to residents.
- Maintenance and protection of existing historic
- Maintenance and protection of existing wetlands area, maximizing sustainable environmental practices.

6. Conformance of the requested change to the adopted or recognized Comprehensive Plan:

While the subject parcel lies on the edge of the future Employment designation the natural conditions, topography and available access combine to create a site where the defined uses are unfeasible and are not attractive for potential industrial/office development for the following reasons:

- the existing pond/wetland area divides the site into two individual, independent tracts that do not lend themselves to being conjoined, and
- No access to K-7 will be allowed, negating any possibility of utilizing this tract for designated Employment uses.

Prior to the recent update of the Comprehensive Plan, which removed many of the previous "compatible/accessory" area designations and added a blanket Employment designation, the subject area as well as adjacent areas were designated as Mixed Use Residential Neighborhood. The proposed annexation and rezoning matches this previous designation of Mixed Use Residential Neighborhood.

The City's comprehensive future land use plan (Comprehensive Plan) defines the Employment designation as "free standing office buildings, office parks, medical facilities and multi-tenant professional offices...may also include...where these uses are compatible with or accessory to the primary office and professional uses in the area." The Comprehensive Plan also states that it is "intended as an advisory guide when evaluating future development proposals. The future land use recommendations of the Comprehensive Plan are general in nature, and are not intended to be used on a parcel-by-parcel level."

As such, the proposed R3 residential tract provides essential housing resources that are "compatible with and accessory to" the Industrial Employment District designation of the adjacent area.

7. Impact of the proposed development on community facilities

The proposed development is currently served by Johnson County Water One and City of Olathe Sanitary Sewer. Stormwater quality requirements will be met and stormwater management/detention will be accomplished on site.

The developer is proposing to finance and construct approximately a mile of public collector street (171st Street west to Lone Elm, including improvements to the Lone Elm intersection) at

the estimated cost of approximately \$3.2 Million. Construction of this road removes City's future liability as access to K-7 has been eliminated. Without the construction of this road, several viable tracts along this corridor would be completely landlocked – likely stalling and discouraging future development of the area's designated Industrial Employment District.

8. Opposition or support of neighborhood residents

While this is just one of the factors to be considered and by itself is not sufficient reason to approve or deny a request, it is our understanding that adjacent property owners are supportive of the proposed development. The City's Parks and Recreation staff, the owner of the property directly to the west, has indicated interest in partnering with the developer to extend the existing Lone Elm Park to provide future athletic fields and facilities in the northern portion of the parcel.

9. Recommendation of professional staff

City staff has indicated past support of the proposed development and the developer has worked with staff to address concerns relating to access, traffic, and land use. This narrative has shown that the Golden Rule Criteria have been met or exceeded and we would request that staff recommend the annexation, rezoning and preliminary site development plan for approval to the Planning Commission and City Council.

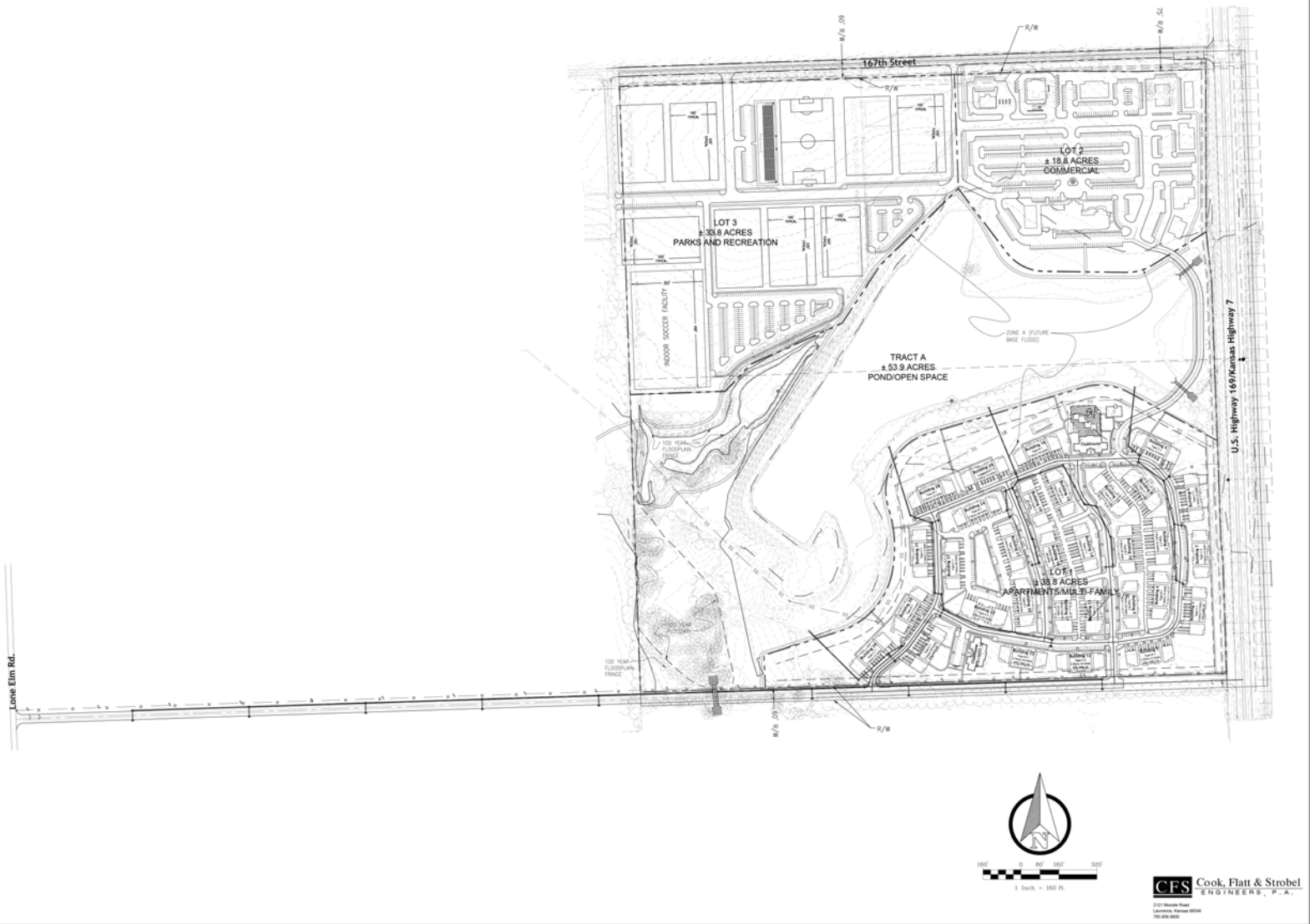
Future Potential Development

Future potential land uses for the northern portion of the subject parcel include office/warehouse or expansion of the Lone Elm Park athletic fields and a hotel or grocery/big box commercial store with smaller outlying commercial/retail parcels.

Conditions of Annexation Agreement

We respectfully request that the following conditions be addressed within the proposed Annexation Agreement:

- The City will provide dedication of necessary rights-of-ways and easements along their property located directly to the west of the subject parcel in order for the developer to construct 171st Street without affecting adjacent properties to the south (refer to Preliminary Development Plan).
- In consideration of the substantial benefit to the City of the construction of 171st Street west to Lone Elm the City will waive all excise taxes related to this entire 163-acre development.
- City staff agrees to support future rezoning requests that support the statements provided in this narrative.



To: Susie Wolfert <slwolfert@aol.com>

Attachment "F"

Thanks I will pass this along
Dave

On Tue, Feb 21, 2017 at 1:19 PM, Susie Wolfert <slwolfert@aol.com> wrote:

My name is Susie Wolfert. I own the property to the south of this development, 17140 S. 169 highway Olathe. I am in support of the development that is being presented to you. Unfortunately I am unable to attend tonight but wanted my voice to be heard. This is a well planned development and I see it as an asset to the area. Thank you for listening. If you had questions for me I can be reached at [913-207-4704](tel:913-207-4704).
Sent from my iPhone

--

David R. Rhodes
[913-583-1451](tel:913-583-1451) office
[913-707-7104](tel:913-707-7104) cell
davidr@wheatlandinvestmentsgrp.com

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davidr@wheatlandinvestmentsgrp.com

COUNCIL AGENDA ITEM

PW-C

Department: Public Works/City Planning Division **Council Meeting Date:** March 7, 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 for the sanitary sewer is included in the ordinance for this 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.
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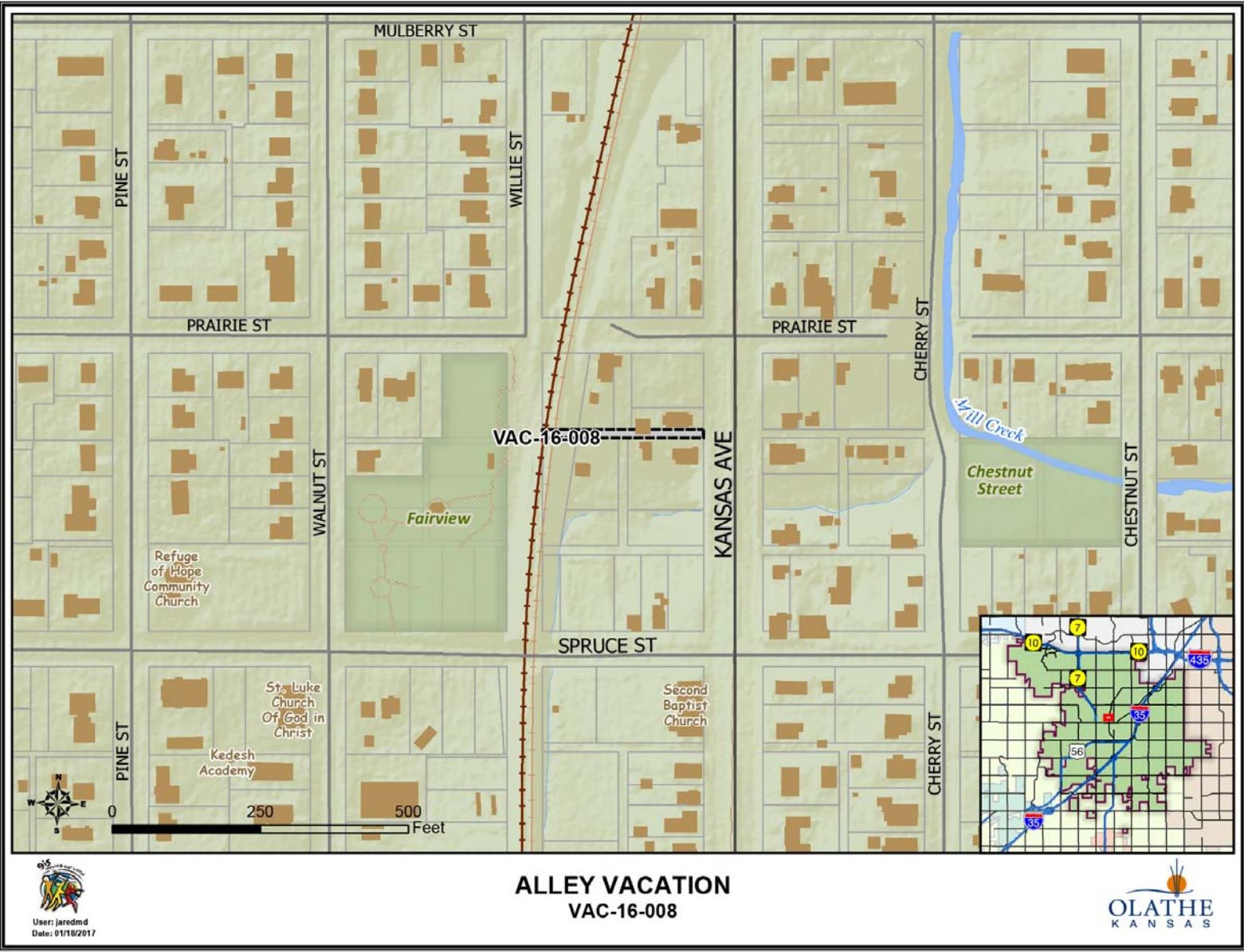


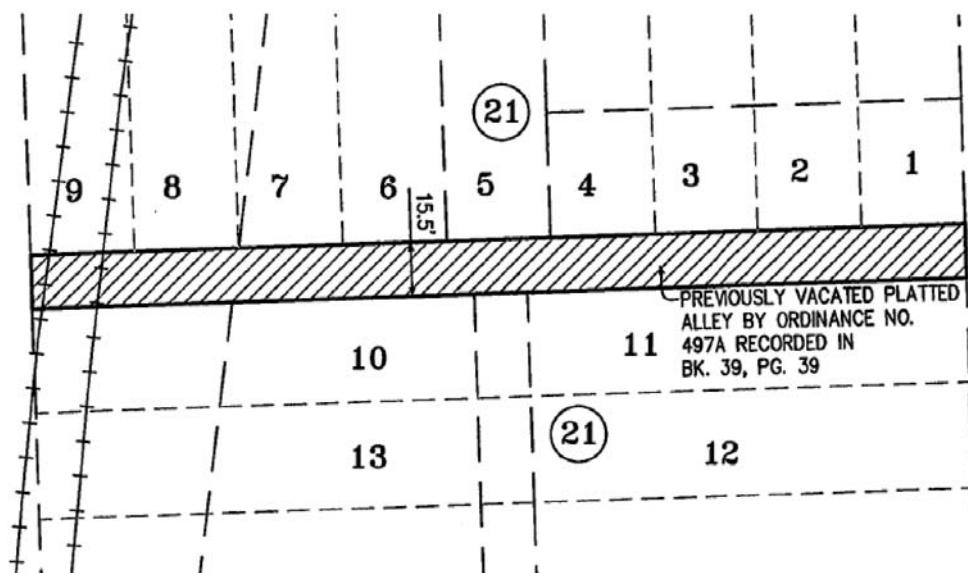
EXHIBIT "A"

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

Application:	<u>VAC-16-008:</u> Vacation of alley at 435 North Kansas Avenue
Location:	435 N. Kansas Ave.
Owner:	Merit Properties, L.L.C.
Applicant/ Engineer:	Phelps Engineering, Harold Phelps
Staff Contact:	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, Mert 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 9th day of December 2016; 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 23rd 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 except that portion currently occupied by an existing two car garage structure located at 435 N. Kansas Avenue, which is approximately 26 feet by 27 feet and includes two garage doors and one personal access door on its east face. If the garage is ever removed, the entire vacated alley shall be retained as said easement.

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 7th day of March 2017.

SIGNED by the Mayor this 7th day of March 2017.

Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

COUNCIL AGENDA ITEM

PW-D

Department: Public Works (Planning); Legal

Council Meeting Date: March 7, 2017

Staff Contact: Aimee Nassif/Sean Pendley/Ron Shaver

Subject: Consideration of Ordinance 17-15 (ANX-16-003) for annexation of approximately 186.4 +/- acres located west of Lone Elm Road and north of 167th Street, and voluntary annexation agreements between the City of Olathe, 167th Street Land, LLC, and the Dale & Delores George Trust and Frank Wenzel II/William Wenzel. Owner: Dale & Delores George Trust/Frank H. Wenzel. Applicant: Robert Heise/Meyer Companies.

Focus/Perspective Area: Economic Viability

Executive Summary: This item was presented as a report on the February 21, 2017 City Council agenda. 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 167th Street (ANX-16-003) from 167th Street Land, L.L.C. 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. A Map of the Properties is attached (Attachment A). The Properties are contiguous to the Olathe city limits on its north, south, and east sides.

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 167th 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, 167th 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 167th Street Land making required improvements to 167th Street.
4. Within 120 days of annexation 167th 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.

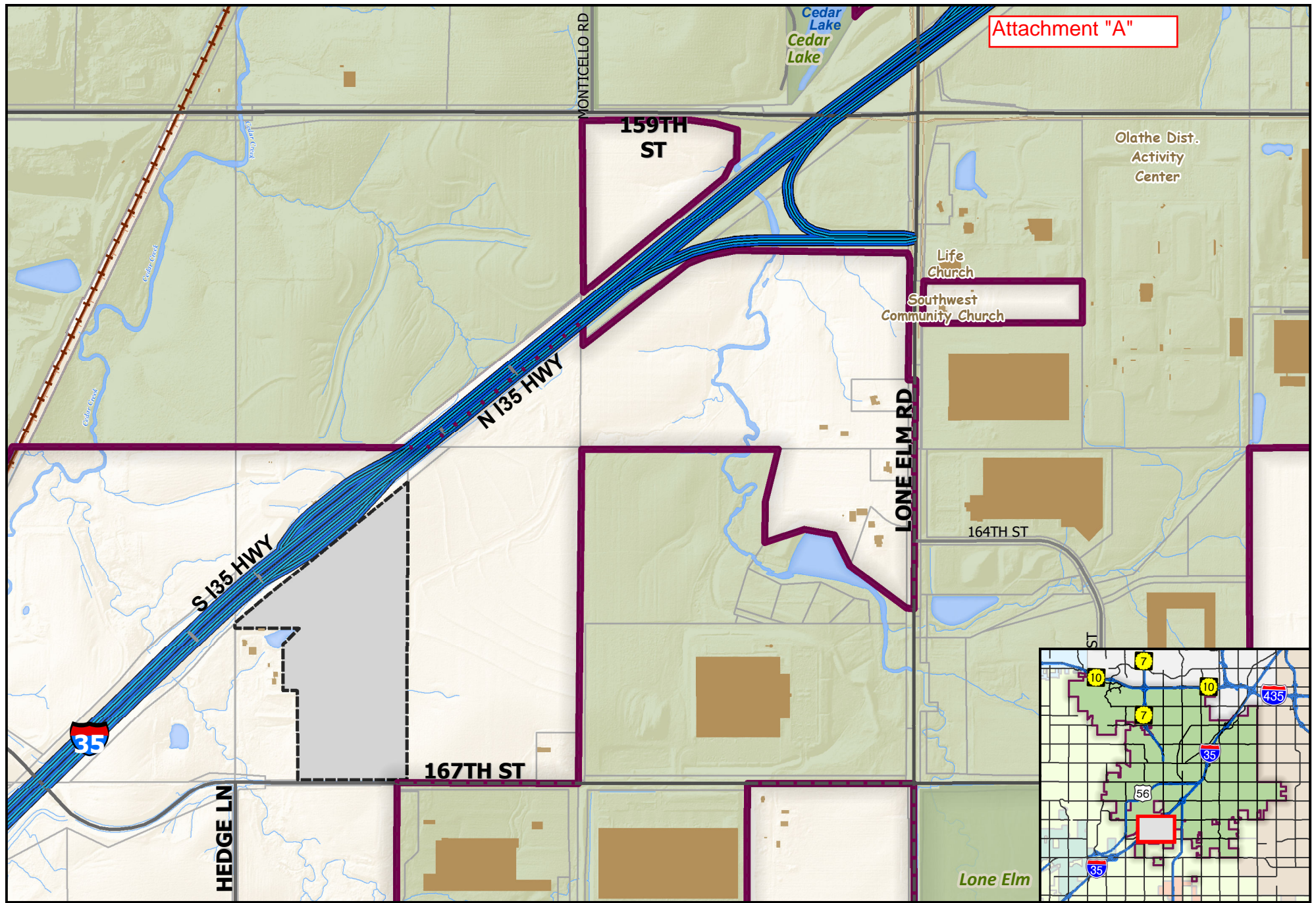
The property to be annexed under the attached ordinance (Attachment D) is within the City of Olathe Growth Area, and is shown on the Future Land Use Map as part of an Industrial and Employment Area and Secondary Greenway. The anticipated development project on the Properties would conform to the City's 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:

1. Approve Ordinance No. 17-15 annexing certain lands to the City of Olathe, Kansas, in conformity with the provisions of K.S.A. 12-520 (a)(7), and amendments thereto, and the Annexation Agreements with the landowners.
 2. Deny the voluntary annexation and related Annexation Agreements.
-

Attachments: A: Maps
B: 167th Street Land, L.L.C. and Wenzel Annexation Agreement
C: 167th Street Land, L.L.C. and George Annexation Agreement
D: Ordinance 17-15 annexing certain land into the City of Olathe, Kansas



User: jaredmd
Date: 02/28/2017

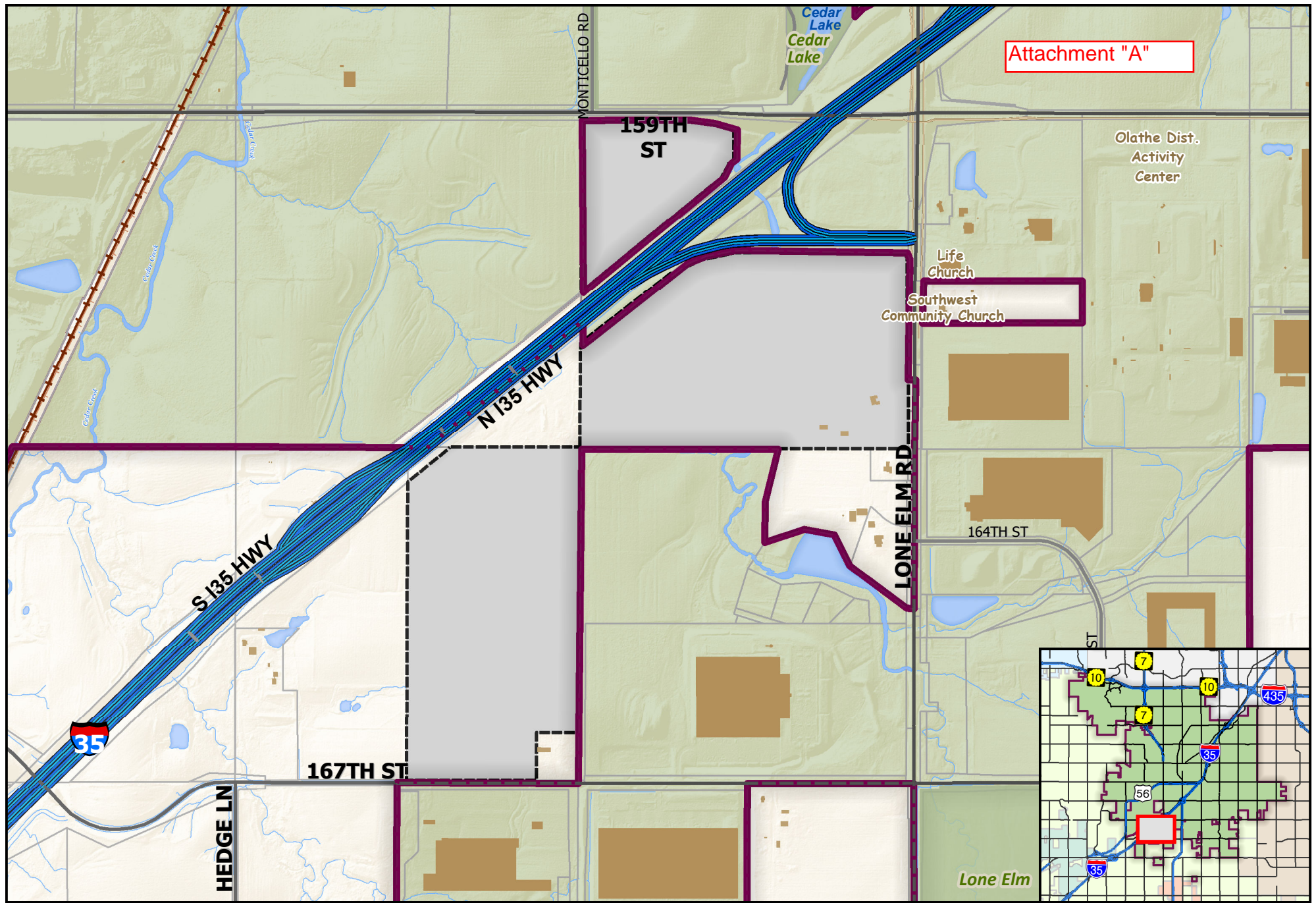
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FRANK WENZEL
ANX-16-003



OLATHE
KANSAS

Attachment "A"



User: jaredmd
Date: 02/28/2017

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DALE GEORGE TRUST
ANX-16-003



OLATHE
KANSAS

Packet Page Page 249

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and among **167th 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. 167th 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 167th 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 167th 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.

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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:

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 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 **167th Street Land, LLC**, a Kansas limited liability company (hereinafter, “167TH 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. 167th 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 167th 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 167th 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.

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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:

ORDINANCE NO. 17-15

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

WHEREAS, the Governing Body of the City of Olathe, Kansas, has received petitions from the owners of the following described real properties requesting that such properties be annexed to the City of Olathe, Kansas (ANX-16-003):

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE S 1°39'31" E, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 159TH STREET, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 87°59'17" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 159TH STREET, A DISTANCE OF 826.90 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35, AS NOW ESTABLISHED; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 35, FOR THE FOLLOWING SIX (6) COURSES; THENCE S 83°50'58" E, A DISTANCE OF 198.70 FEET; THENCE S 76°28'27" E, A DISTANCE OF 183.03 FEET; THENCE S 1°13'00" E, A DISTANCE OF 231.71 FEET; THENCE S 49°07'35" W, A DISTANCE OF 52.96 FEET; THENCE S 25°23'44" W, A DISTANCE OF 125.24 FEET; THENCE S 48°55'30" W, A DISTANCE OF 1424.63 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE N 1°39'31" W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 1351.13 FEET TO THE POINT OF BEGINNING, CONTAINING 23.3534 ACRES, MORE OR LESS, EXCEPT THAT PART IN STREETS AND ROADS.

TOGETHER WITH:

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE S 88°19'57" W, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2643.51 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35, AS NOW ESTABLISHED; THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 35, FOR THE FOLLOWING FIVE (5) COURSES; THENCE N 1°39'31" W, ALONG THE WEST LINE

OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 832.24 FEET; THENCE N 50°14'17" E, A DISTANCE OF 892.67 FEET; THENCE N 65°20'52" E, A DISTANCE OF 283.49 FEET; THENCE N 76°07'52" E, A DISTANCE OF 250.68 FEET; THENCE N 88°03'29" E, A DISTANCE OF 1347.43 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LONE ELM ROAD, AS NOW ESTABLISHED; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID LONE ELM ROAD, FOR THE FOLLOWING TWO (2) COURSES; THENCE S 23°44'20" E, A DISTANCE OF 53.85 FEET; THENCE S 1°56'31" E, A DISTANCE OF 954.31 FEET; THENCE N 88°01'50" E, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE S 1°56'31" E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 549.24 FEET TO THE POINT OF BEGINNING, CONTAINING 84.5648 ACRES, MORE OR LESS, EXCEPT THAT PART IN STREETS AND ROADS.

TOGETHER WITH:

ALL THAT PART OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S 1°39'27" E, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 2255.64 FEET; THENCE S 88°15'02" W, A DISTANCE OF 330.00 FEET; THENCE S 1°39'43" E, A DISTANCE OF 396.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S 88°15'04" W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 1026.96 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N 1°44'51" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 2363.44 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35, AS NOW ESTABLISHED; THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 35, FOR THE FOLLOWING TWO (2) COURSES; THENCE N 49°43'02" E, A DISTANCE OF 457.32 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N 88°03'46" E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 1003.38 FEET TO THE POINT OF BEGINNING, CONTAINING 78.4928 ACRES, MORE OR LESS, EXCEPT THAT PART IN STREET AND ROADS.

TOGETHER WITH:

ALL THAT PART OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N 88°15'04" E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING; THENCE N 2°43'03" W, A DISTANCE OF 720.10 FEET; THENCE S 88°15'06" W, A DISTANCE OF 109.50 FEET; THENCE N 1°50'06" W, A DISTANCE OF 371.12 FEET; THENCE N 43°54'27" E, A DISTANCE OF 177.32 FEET; THENCE S 88°15'06" W, A DISTANCE OF 506.50 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N 1°50'22" W, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 38.76 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35, AS NOW ESTABLISHED; THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 35, FOR THE FOLLOWING THREE (3) COURSES; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, SAID CURVE HAVING AN INITIAL TANGENT BEARING OF N 46°11'21" E AND A RADIUS OF 11309.16 FEET, AN ARC DISTANCE OF 696.36 FEET; THENCE N 49°43'02" E, A DISTANCE OF 1058.34 FEET TO A POINT ON THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S 1°44'51" E, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 2363.44 FEET TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S 88°15'04" W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 856.87 FEET TO THE POINT OF BEGINNING, CONTAINING 44.0428 ACRES, MORE OR LESS, EXCEPT THAT PART IN STREETS AND ROADS.

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

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

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE S 1°39'31" E, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 159TH STREET, AS NOW ESTABLISHED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N 87°59'17" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 159TH STREET, A DISTANCE OF 826.90 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35, AS NOW ESTABLISHED; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 35, FOR THE FOLLOWING SIX (6) COURSES; THENCE S 83°50'58" E, A DISTANCE OF 198.70 FEET; THENCE S 76°28'27" E, A DISTANCE OF 183.03 FEET; THENCE S 1°13'00" E, A DISTANCE OF 231.71 FEET; THENCE S 49°07'35" W, A DISTANCE OF 52.96

FEET; THENCE S 25°23'44" W, A DISTANCE OF 125.24 FEET; THENCE S 48°55'30" W, A DISTANCE OF 1424.63 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE N 1°39'31" W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 1351.13 FEET TO THE POINT OF BEGINNING, CONTAINING 23.3534 ACRES, MORE OR LESS, EXCEPT THAT PART IN STREETS AND ROADS.

TOGETHER WITH:

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 23 EAST, IN JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TOGETHER WITH:

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including any and all adjacent right-of-way,

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

SECTION TWO: That the City of Olathe, Kansas, recognizes that the above-described property is within the boundaries of Fire District No. 2, Johnson County, Kansas, and that for purposes of fire protection, the City of Olathe, Kansas, hereby agrees that upon annexation and detachment from the Fire District in accordance with applicable law, the property shall be the sole and complete responsibility of the City of Olathe, Kansas.

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

SECTION FOUR: That 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 7th day of March, 2017

SIGNED by the Mayor this 7th day of March, 2017.

Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

COUNCIL AGENDA ITEM

AD-A

Department: Parks and Recreation; Legal

Council Meeting Date: March 7, 2017

Staff Contact: Michael Meadors; Ron Shaver

Subject: Consideration of Ordinance No. 17-16 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 1% of the construction cost of eligible city projects with a project budget over \$1 million, not to exceed \$500,000 to the 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 \$0.10 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. 17-16 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
- B: Funding Comparison Chart (Original Consultants Recommendation vs Staff Recommendation)
- C: Surrounding City Art Fund Comparison
- D: Public Art Master Plan

ORDINANCE NO. 17-16

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 30th 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 one (1) percent of the construction cost of an eligible 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 one (1) 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 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 ____ day of March, 2017.

SIGNED by the Mayor this ____ day of March, 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.

Projects with Development Incentives

\$0.50 per square foot

\$15.00 per parking space

Not to exceed \$500,000

75% Alternative to City's Public Art Fund

Year	Project	Type of Incentive	Address	Square Footage	Parking Spaces	Consultant Recommendation	
						Total fine art investment at \$0.50 per sq ft	Alternative: 75% to City's Public Art Fund
2016	Santa Fe Square Shopping Center	CID		231,411	801	\$127,721	\$95,790
	VanTrust Bldg #1	IRB	16575 S Theden St	718,068	383	\$364,779	\$273,584
	Odyssey	IRB	16231 S Lone Elm Rd	496,150	551	\$256,340	\$192,255
	Opus	IRB	801 W Old 56 Hwy	205,114	212	\$105,737	\$79,303
	Garmin Garage	IRB	1200 E 151st St	471,071	320	\$240,336	\$180,252
2015	Embassy Suites	TIF & CID	10401 S Ridgeview Rd	209,134	610	\$113,717	\$85,288
	Furniture Mall of KS	CID	2125 E Kansas City Rd	160,000	449	\$86,735	\$65,051
	Logistics Park	IRB	15250 S Green Rd	821,570	749	\$422,020	\$316,515
	TransAM Trucking	IRB	19865 W 156th St	28,248	166	\$16,614	\$12,461
	Elecsys	IRB	846 N Mart-Way Court	24,522	189	\$15,096	\$11,322
	Precision Manifold	IRB	700 W Frontier Lane	9,850		\$4,925	\$3,694
	Gunze Plastics	IRB	1400 S Hamilton circle	33,525	70	\$17,813	\$13,359
2014							
	Custom Store Fronts Bld #1 JCOC	IRB	1490 Ironwood	34,624	42	\$17,942	\$13,457
	Custom Store Fronts bld #2 JCKR	IRB	1432 W Ironwood	18,760	46	\$10,070	\$7,553
	Grayson	IRB	1320 S Enterprise	3,000		\$1,500	\$1,125
	Logistics Park	IRB	22101 W 167th St	603,350	617	\$310,930	\$233,198
2013	Webco		20575 W 161st St	206,192		\$103,096	\$77,322
	TVH Parts Co (SMH)	IRB	16355 S Lone Elm	213,018	62	\$107,439	\$80,579
	Ancona Honda	TIF	1000 N Rogers Rd	31,020	600	\$24,510	\$18,383
2012	Deere & Company	IRB	10789 S Ridgeview Rd	126,150	470	\$70,125	\$52,594
	Logics Control DVR2	IRB	890 N Mart-Way Court	6,200	42	\$3,730	\$2,798
	Hilton Garden Inn	TIF & CID	12080 S Strang Line Rd	80,206	146	\$42,293	\$31,720

County	Municipality/ Organization	% for Art	Developer Contributions	Other Funding	Public Art Budgeted Per Residents
Clay, MO	City of Liberty	N/A	Tree replacement ord "fee in lieu" to be applied to Pub Art w/adequate proposal from developer		N/A
Douglas, KS	Lawrence Arts Commission	2%	N/A		Unknown due to % of varying capital investment
Jackson, MO	Municipal Art Commission, Kansas City, MO	1% of estimated cost of construction for all new const & renovation of City buildings	N/A		Unknown due to % of varying capital investment
Johnson, KS	City of Leawood	N/A	\$0.15 per sq. ft. 'impact fee' on non-res private development, renovation, or redevelopment projects.	\$5/year per resident	\$5/resident and at 34,579 population equates to \$172,895
Johnson, KS	City of Overland Park	N/A	N/A	\$83K allocation with a \$50K CIP every odd year IF private match	.58/resident and at 185,000 population equates to \$108,000
Johnson, KS	City of Merriam	N/A	N/A	Public Art- Capital project budget Gallery- Transient Guest Fund Permanent Art- Foundation	N/A
Johnson, KS	Nerman Museum of Contemporary Art, JCCC	N/A	N/A	Funding provided by JCCC, avg 1 mil per year	N/A
Johnson, KS	Arts & Recreation Foundation of Overland Park	N/A	N/A	Up to \$50K earmarked every other year in capital improvement project budget IF matched by private sources. In 2017, \$100K to be used for art in City Hall	N/A
Johnson, KS	Johnson County Public Art Commission	1% of cost of County capital building projects	N/A	Trust fund maintained for smaller projects	Unknown due to % of varying capital investment



CITY OF OLATHE

PUBLIC ART MASTER PLAN

cover: *Sunflower*, Jesse Small, Olathe Community Center

CITY OF OLATHE

PUBLIC ART MASTER PLAN

Prepared by Meredith McKinley, Via Partnership
and James Martin



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EXECUTIVE SUMMARY

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

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

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, 501 c (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

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.

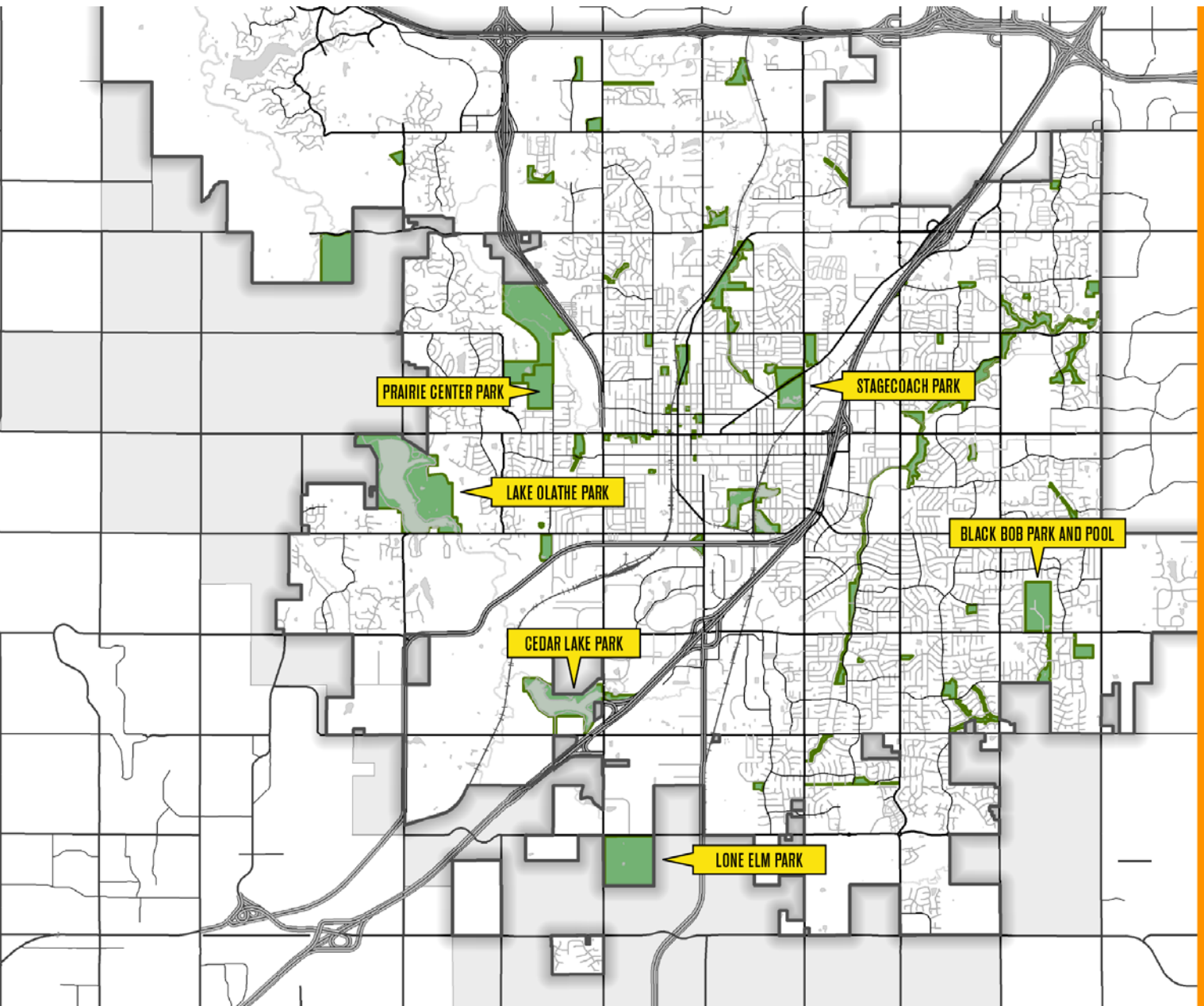
In parks, artists could be commissioned to develop site-specific, stand-alone works of art. Strong consideration should also be given to commissioning artists to integrate their work into the park features and infrastructure, such as artist-designed pavilions, play sculptures, plazas, bridges, gathering 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.



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:

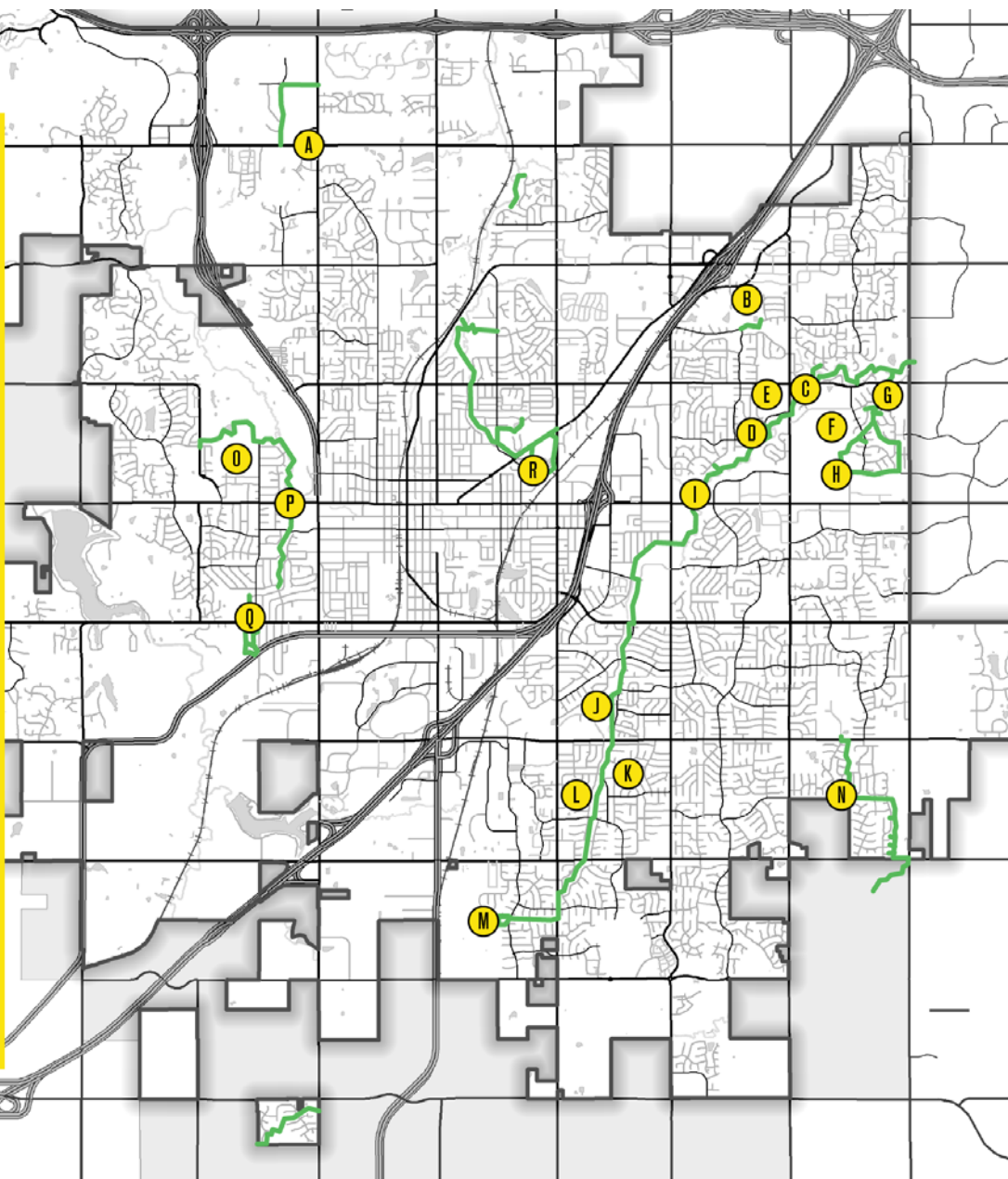
- Is the site part of a capital improvement project where the trail art can be integrated into the overall design of the space?
- Does the site lend itself to exploring an aspect of Olathe's history or identity?
- Will the project elevate the visibility of the trails, especially at key entry-points and 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.

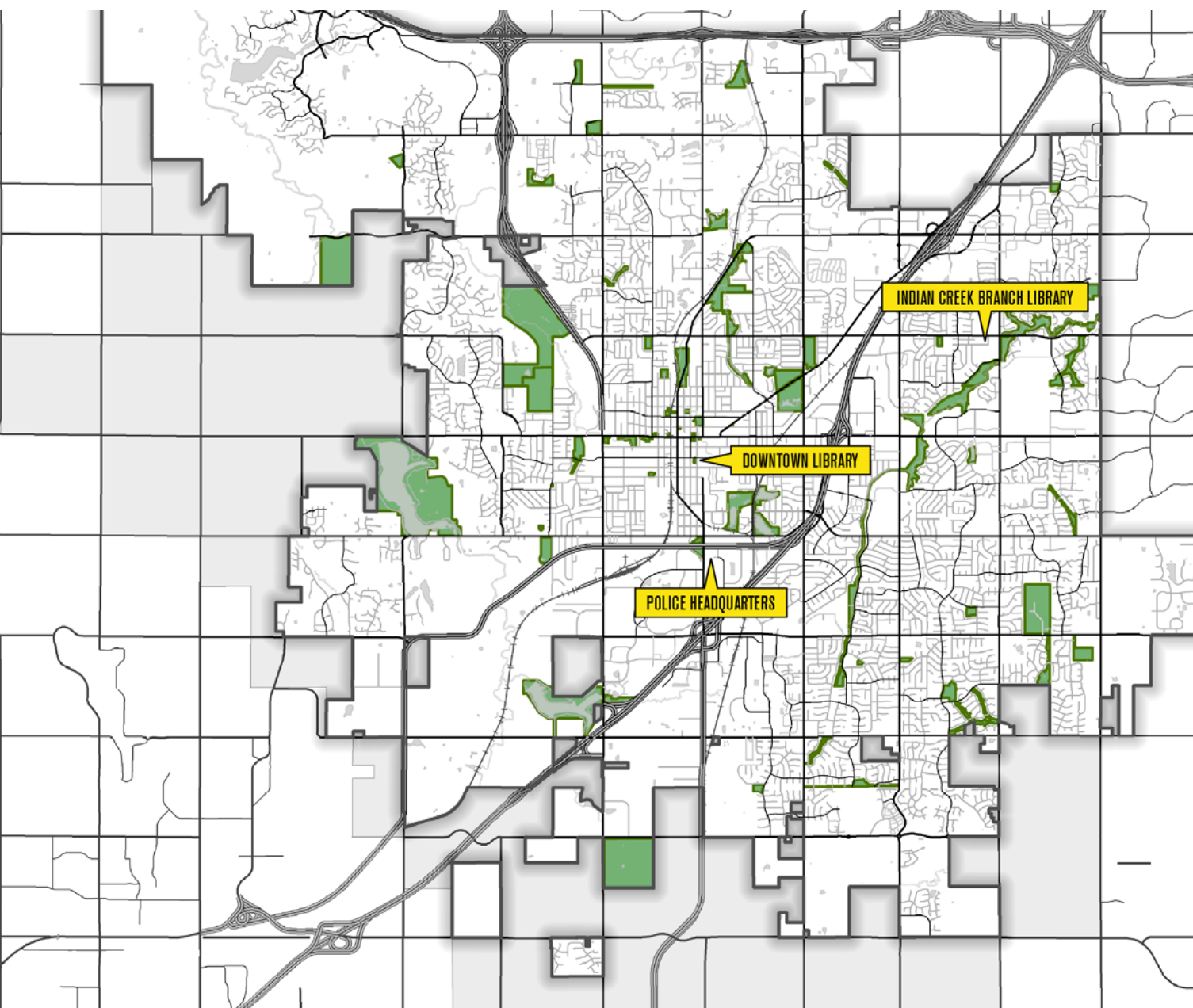
Process

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 form liners, 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

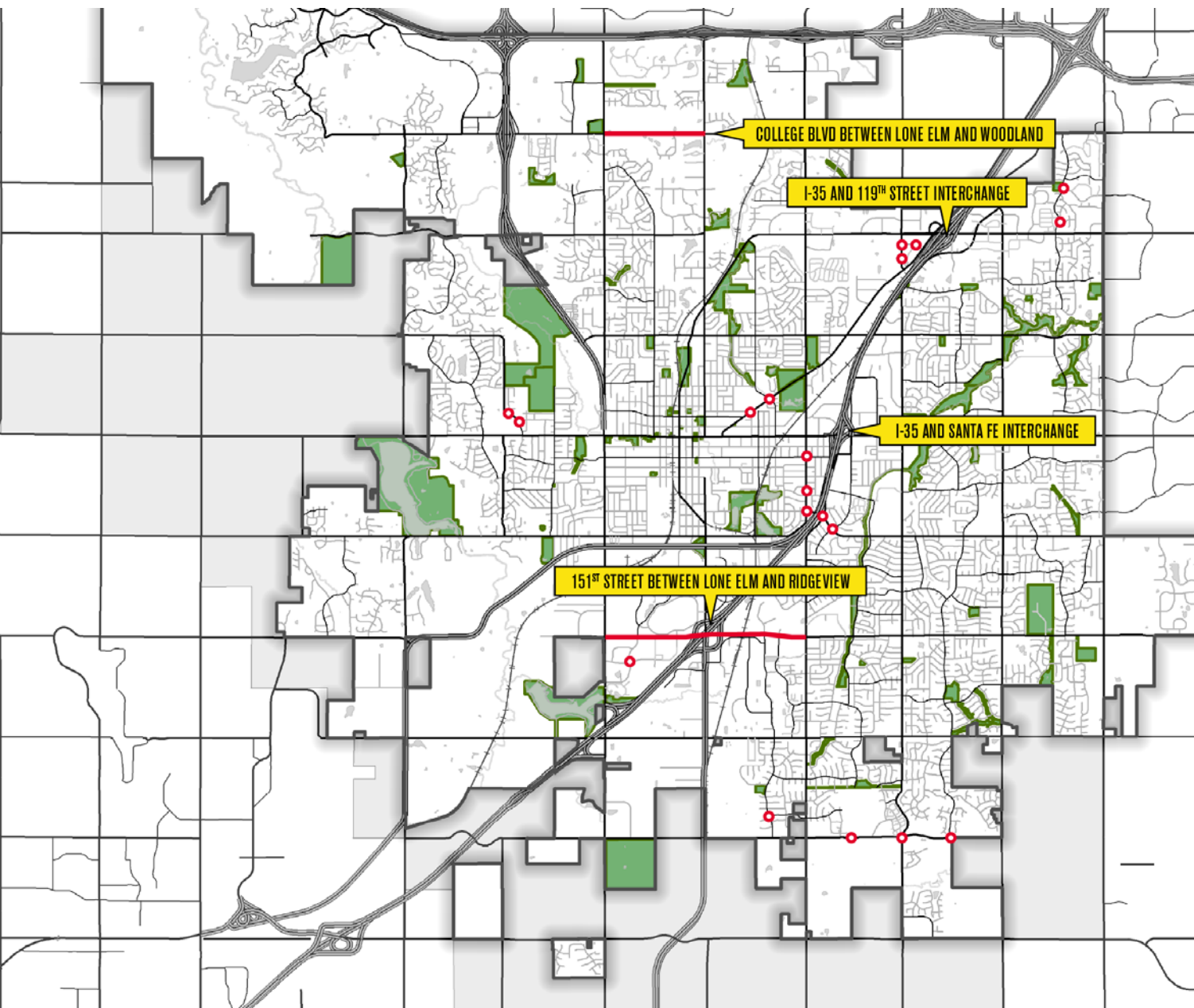
Transportation-related projects would generally be initiated when the City (and/or KDOT) is doing a major capital projects that would lend itself to the incorporation of public art. Existing roundabout would be the exception, with artwork coming in and being retrofitted into the space.

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. The 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:



**PUBLIC ART OPPORTUNITY SITES: GATEWAYS AND
DESIGN ENHANCEMENT INTERCHANGES, CORRIDORS AND ROUNDABOUTS**

- 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:

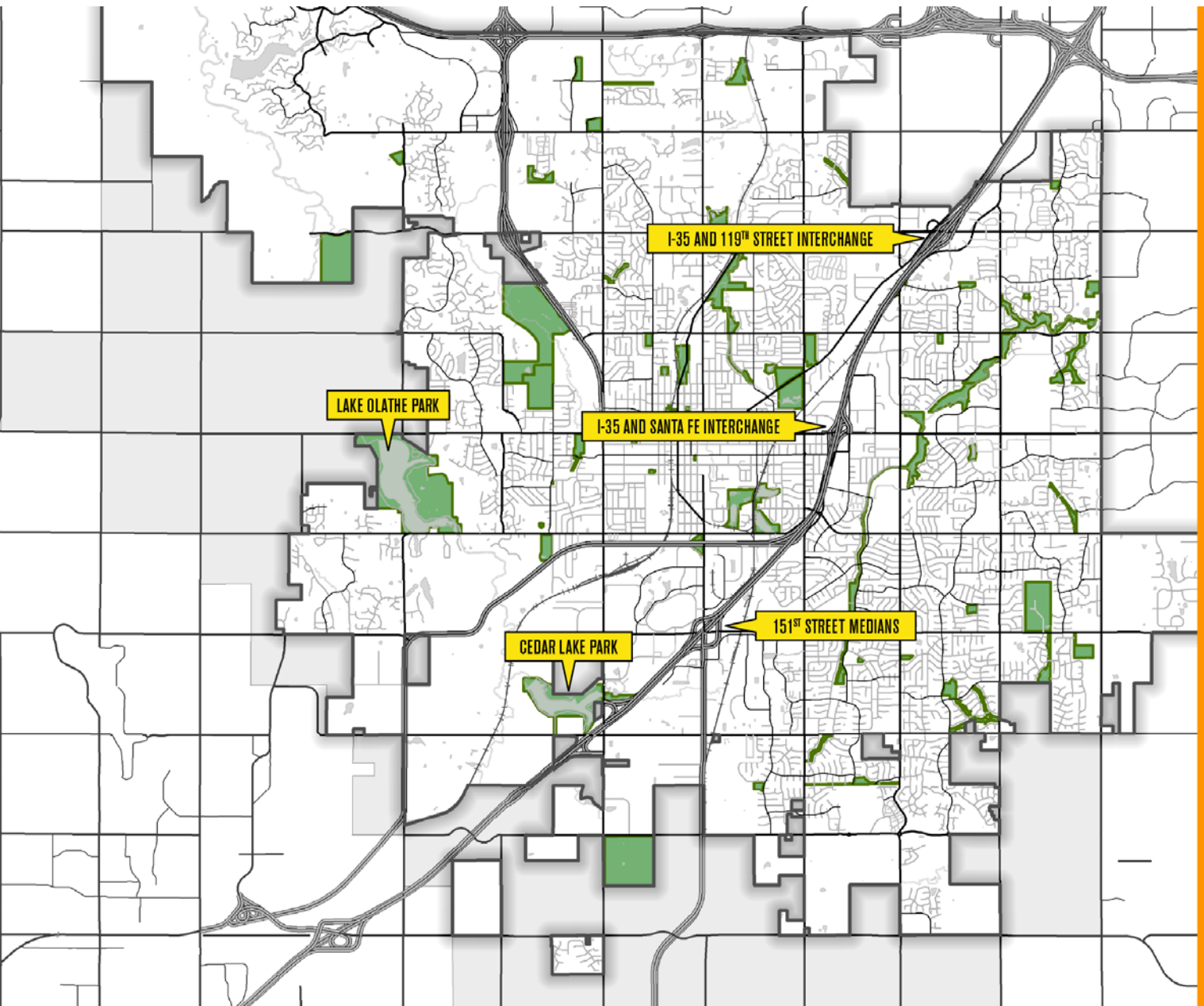
- Cedar Lake Park and Lake Olathe Park, as part of the capital improvements that are currently being planned.
- The I-35 and 119th St. interchange, in conjunction with a re-design of the interchange and overpass replacement
- The I-35 and Santa Fe interchange, in conjunction with a re-design of the interchange 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

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

- CITY COUNCIL
- PUBLIC ART COMMITTEE
- SELECTION PANEL
- ARTS PROGRAM MANAGER / CITY STAFF
- ARTIST



APPENDIX C: WORKSHOP RESULTS

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. Orogonite.
- 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

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

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

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*
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Teresa Wilson, *Administrative Support Supervisor (retired)*
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Julia Cole, *artist*
Bob Courtney, *Olathe Historical Society*
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COUNCIL AGENDA ITEM

PS-B1

Department: Resource Management

Council Meeting Date: March 7, 2017

Staff Contact: Dianna Wright/Ed Foley

Subject: Presentation by ETC Institute on the results of the 2016 DirectionFinder Survey.

Key Result Area: All

Executive Summary:

The DirectionFinder Survey was designed to objectively assess community priorities and satisfaction with the delivery of City services. It has been administered annually since 2000. The survey was administered to Olathe households by mail with a follow-up by telephone.

Chris Tatham of ETC Institute will present the results of the 2016 survey.

An analysis of areas that saw significant changes from 2015 to 2016 is attached for your review.

Fiscal Impact: The DirectionFinder Survey helps guide resource allocation decisions both in the short-term and long-term. Several of the measures developed from this survey are used to develop performance measures for the organization. Annual results allow departments to better utilize resources and guides budgetary decisions.

Recommendations/Options/Action Requested: Receive the presentation.

Attachments: Analysis of Significant Changes 2015-2016



DirectionFinder Changes in Satisfaction from 2015 to 2016

Chris Tatham of ETC institute will highlight several significant changes that occurred from the 2015 to 2016 citizen satisfaction survey during the March 7th City Council meeting. Staff has prepared the following analysis of the most significant changes observed with selected questions:

NOTABLE INCREASE IN SATISFACTION

Transportation

- **Q7b, Ease of east-west travel (49% in 2015 to 55% in 2016)**

The overall ease of east-west travel was rated positively by over half of Olathe residents in 2016, which is 6% higher than 2015 and a percent change from 2015 of 13.25%.

I-35 was opened to its final normal operating configuration just prior to Labor Day weekend in 2016. This included full access to ramps at Santa Fe & I-35 and at Old 56 & I-35. This resulted in reducing the traffic which had detoured to 119th, 143rd, 151st Streets, and other streets within Olathe. In 2015, the I-35 project extended into November and would have required east-west traffic to use these alternate streets. We believe the relief from construction detours most contributed to the increase in satisfaction with east-west travel.

In 2016, the City had ETC conduct a panel survey to better understand the main considerations for citizens when rating this statement. Santa Fe and 119th Street were identified as the top two corridors that the City should address to improve traffic flow. Our first step toward addressing these corridors includes the preliminary design for potential improvements to 119th Street between Renner and Strang Line Road, including the interchange at I-35.

Perceptions of the City

- **Q3h, The overall value received for City tax dollars and fees (81% in 2015 to 71% in 2016)**

In 2015, the City of Olathe reached a historical, all-time high score of 81% for this question. In 2016, the City was maintaining this level of satisfaction and in 3Q 2016 it achieved a score of 78% which is statistically no different than 81% with ETC's survey margin of error. Olathe ended with a 4Q score of 71% for this question. This is still extremely high and well exceeds the average satisfaction score for the top 10% of all cities in this question which was at 66% in 2016. The survey was conducted just after Thanksgiving and with the passing of the county tax for the new courthouse, taxes become a front and center item in the minds of citizens. Sales tax levels are now over 10% in some major retail areas in Olathe. Also, ETC has noted overall citizen sentiment toward government declined by a notable margin in 4th quarter with the tumultuous Presidential race. It appears this is reflective of an overall decline in satisfaction with government services during the 4Q as compared to last year because no real pattern or concentration of dissatisfaction exists, but rather it is spread across all areas.

- **Q3I, The City's efforts to promote diversity in the community (73% in 2015 to 65% in 2016)**

It is likely that national trends regarding diversity appreciation and understanding effected perceptions of the City's local efforts to promote diversity awareness, inclusion, and celebration. Even though the City continued to utilize proven communication channels that demonstrated past success and received unanticipated press coverage for events related to the disabled community, additional opportunities for promotion exist through using enhanced social media, deliberate pitching, staff communication, and earned media. Analysis of demographic verticals will be conducted to identify any trends among select ethnic, geographic, and/or gender groupings, and action plans will be developed as appropriate. Community outreach tracking which started in 2016 can also serve as a baseline to measure changes in the quantity of outreach efforts during the upcoming year.

Maintenance Services

- **Q5f, Maintenance of City buildings (City Hall, Public Safety Center, and Fire Stations) (91% in 2015 to 81% in 2016)**

The decline is most likely attributed to custodial services issues at our City buildings. This quality issue stemmed from multiple factors that include: restricted services (due to budgetary considerations), poor custodial services administration for Quality Assurance & Quality Control (QA/QC), both internal and external, and less than optimal contracted service overall performance. All aspects have been addressed moving forward in 1st quarter 2017. Creation of and execution of a RFP specifying defined performance-based service standards (ISSA Commercial Clean Building Standards), City-staff allocation for constant standardized inspections(QA/QC), and award of contract to a carefully vetted new contacted resource should produce significant positive customer satisfaction results.

Parks & Recreation

- **Q17n, Quality of the City's indoor recreation facilities (92% in 2015 to 82% in 2016)**

The Parks & Recreation department has noted a decrease in the satisfaction rate of our indoor recreation facilities from 2015 to 2016. Staff has noted that the majority of our indoor facility use comes through renting space from the Olathe School District. This year staff experienced increased challenges in obtaining adequate gym space for practices and games. There was also an increase in issues with school gyms being made available by school district staff at their scheduled time creating delays in practices and games, causing frustration for our participants. In the 4th quarter of FY15 this category saw a large increase with the opening of the Olathe Community Center, a level that was expected to decline some once the newness and expectations leveled out. It should be noted that the satisfaction rate still remains at more than 7% above its targeted rate, based on 12 years of base data.

Transportation

- **Q7c, Ease of travel by car (74% in 2015 to 67% in 2016)**

The City and State (Gateway and I-35) conducted more projects and street maintenance in 2016 than in 2015, so citizens were affected and inconvenienced in more places and on major thoroughfares. The street maintenance program has grown, and projects are getting larger and more extensive. This has extended the duration of construction and the impact on residents.

In 2016, the City had ETC conduct an online panel survey to get a better understanding of what the main considerations were for citizens when they were asked this question. The two greatest impacts on satisfaction for ease of travel by car were "How well traffic lights are synchronized to minimize the number of times you have to stop at red lights" followed closely by "how well traffic flows through construction and detours for street maintenance."

The number one project listed for improvement in the panel survey was Santa Fe and Ridgeview. Improvements to this intersection are scheduled for construction in 2017. The project will include construction of left and right turn lanes. Additionally, in 2017, the City plans to conduct signal optimization on both 119th Street and Santa Fe.

Staff is also working to improve communications with citizens regarding pending construction projects including information regarding the scope of the project, the length of the disruption, and suggested alternative routes.

- **Q7d, Ease of travel by bicycle (51% in 2015 to 44% in 2016)**

The 2016 Transportation Master Plan that was approved by City Council includes enhancements to the bike/pedestrian system. In 2017, the 143rd Street project, from Pflumm to Quivira will add bike lanes along 143rd Street and extend the system along 143rd Street into Overland Park. Olathe also worked with Overland Park to prepare for bike lanes on Pflumm. Overland Park recently completed a resurfacing project on Pflumm between College Blvd. & 119th Street and 135th & 143rd Streets. These sections received striping which will allow bike lanes to be in place when work is then completed between 119th

and 135th Streets. In the current configuration, wider outside lanes provide more space for bike and vehicles to share.

- **Q7e, Ease of pedestrian travel (71% in 2015 to 55% in 2016)**

In 2016, the City had ETC conduct an online panel survey to get a better understanding of what the main considerations were for citizens when they were asked this question. We wanted to better understand which of the barriers to pedestrian travel are of most concern to the citizens of Olathe. The citizen's top two priorities for improving the ease of pedestrian travel were to safely walk across highways such as I-35, Old 56, or K-7 followed closely by improving the safety of walking to school.

In 2016, the City rehabilitated 11,538 feet of sidewalks and 427 ADA ramps in conjunction with street maintenance projects. For 2017, \$200,000 has been allocated for missing sidewalk links in older parts of the City as well as adjacent to schools. Additional funding for sidewalk repair and replacement will be proposed as part of the 2018-19 budgets.

Water Services

- **Q9-6, How well you are kept informed about disruptions to service (83% in 2015 to 71% in 2016)**

7 in 10 respondents continued to feel positively regarding the City's efforts to keep customers informed about disruptions to water service with 71% awarding excellent or good scores. While 2016 is below our target of 76%, the 2015 result of 83% was exceptionally high at 7% above the 3-year average of 76%.

Utility Maintenance continued to emphasize communication efforts by working with the City's communication office when water main failures or major work taking place could disrupt service. The City posted 286 notifications about disruptions on Facebook, Twitter, and Nextdoor in 2016. Additionally, work crews continued to notify via face to face, door hangers, and notification letters as well as phone calls.

- **Q9-7, Responsiveness of personnel (80% in 2015 to 69% in 2016)**

7 in 10 respondents continued to feel positively regarding the overall responsiveness provided by the City of Olathe with 69% awarding excellent or good scores. While 2016 is below our target of 73%, the 2015 result of 80% was exceptionally high at 8% above the 3-year average of 72%.

In 2017, Public Works will be working with Customer Service on the newly launched Customer Experience Program. The program objective is to ensure all experiences meet or exceed expectations of our citizens at all touchpoints in a consistent, repeatable, and measurable manner. These efforts will provide additional insight; helping us identify gaps between current processes and citizen expectations while exploring opportunities for improvement.

Water Services (cont.)

- **Q9-8, Fees charged for water (60% in 2015 to 50% in 2016)**

5 in 10 survey participants indicated that they felt the cost of water services were reasonable which was down from 60% in 2015. While 2016 met the City's target of 50%, the 2015 result of 60% was exceptionally high at 7% above the 3-year average of 53%.

Single family average summer consumption increased 5.5% over 2015. This additional consumption in 2016 over 2015 may be driving the decline in satisfaction with fees.

Wastewater Services

- **Q19-a, Odor from wastewater treatments centers (75% in 2015 to 63% in 2016)**

While satisfaction with odor from wastewater treatment centers decreased in 2016, a number of upgrades at the recently renovated Harold Street Wastewater Treatment plant were intended to reduce odor. It is anticipated that satisfaction will improve going forward.

- **Q19-b, Quality of wastewater systems (89% in 2015 to 79% in 2016)**

Respondents continued to feel positively regarding the overall quality of wastewater services provided by the City of Olathe with 79% awarding excellent or good scores. While 2016 is below our target of 82%, the 2015 result of 89% was exceptionally high at 7% above the 3-year average of 82%. Olathe was 10% above the KC regional average and 1% greater than the National average.

Trash Services

- **Q10-7, Fees charged for trash (78% in 2015 to 70% in 2016)**

7 in 10 survey participants indicated that they felt the cost of trash services were reasonable, which was down from 78% that reported costs were reasonable in 2015. While 2016 exceeded the City's target of 50%, the 2015 result of 78% was exceptionally high at 5% above the 3-year average of 73%.

- **Q11-7, Household hazardous waste disposal service (86% in 2015 to 77% in 2016)**

Nearly 8 in 10 respondents continued to feel positive regarding the household hazardous waste (HHW) disposal services provided by the City of Olathe with 77% awarding excellent or good scores. The HHW program served 8,861 customers in 2016, increasing participation by 17% over 2015. This program diverted 476.73 tons of potentially hazardous material from the landfill in 2016 which is a 20.52% increase over the 2015 diversion by the HHW program.

As part of the Solid Waste Master Plan, staff is evaluating household hazardous waste (HHW) program enhancement opportunities including expanding public education, reuse programs, and annual shredding events.

Code Enforcement

- **Q16a Cleanup of debris on private property (64% in 2015 to 53% in 2016)**

In 2016, 1,493 nuisance cases were generated by staff or citizens to remove blight from private property. This was an increase of 206 cases from 2015. Of these, 93 cases were either abated by the city or went through the legal process. This is slightly higher than the average of nuisance cases over the last few years. Our performance continues to exceed the KC metro and national averages available from ETC.

- **Q16b Mowing and cutting of weeds on private property (58% in 2015 to 50% in 2016)**

In 2016, 2,089 cases were generated by staff or citizens to mow private property. This was the most cases the city has had in a year and an increase of 277 cases from 2015. The department hired a seasonal employee to focus residential weed cases in the central area of the city. This measure has been a focus of a city PerforMax meeting with several initiatives planned to help increase citizen satisfaction with this measure. Our performance continues to exceed KC metro and national averages available from ETC.

- **Q16c Enforcing the exterior maintenance of residential property (64% in 2015 to 50% in 2016)**

Over the past two years, staff has concentrated on making exterior maintenance on residential properties a priority during the winter months. There were 276 cases during 2016. In the past, this enforcement took significant time in the already-busy summer months. Now, staff addresses the violations in the winter and extends the time to correct the issue into the warmer months. This provides homeowners more time to find solutions (including seeking assistance from the housing program). It also frees up staff time in the summer to focus on other issues that impact citizens' perceptions of their neighborhood and the city as a whole.

- **Q16d Enforcing the exterior maintenance of business property (70% in 2015 to 58% in 2016)**

Exterior maintenance other than parking lot repairs or landscaping has been complaint-driven only. During the 2017 season, staff will survey the major commercial developments for other types of violations.

- **Q16e Enforcing sign regulations (73% in 2015 to 59% in 2016)**

Illegal Signs

The department has a seasonal employee during the summer months that collects illegal signs placed along the right of way. On Monday and Tuesdays, all garage sale, advertising, and other signs are collected. On Wednesday and Thursday, staff typically do not collect garage sale signs to give homeowners the opportunity to have their sale during the week. This change was made in 2016 due to the high volume of complaints from citizens having sales. In 2015, all signs were collected on a daily basis. Our performance continues to exceed the KC metro and national averages available from ETC.

Sign Permits

Full-time staff have been dedicated to working with property owners to issue temporary and permanent sign permits. This helped provide a quicker turnaround time on issuing permits on temporary and permanent signs (usually within 48 hours). With enhanced service, people are more likely to pull permits for their signs which decreases the number of illegal signs in the City.

Additional department perspective: *The Fire Department was asked to provide brief explanations on changes in citizen satisfaction scores for several code enforcement measures. While these single-issue*

measures do show decreases when compared to 4Q 2015 results, it appears that many scores returned to a more expected result when compared to prior years. 2015's large increases appear to have been seen throughout the DirectionFinder survey with a number of measures significantly decreasing in 2016. The 2016 overall satisfaction with "enforcement of city codes and ordinances" (DF Q1e) was 70%, which remains well above the KC metro and national averages of 45% and 49% respectively.

COUNCIL AGENDA ITEM

PS-B2

Department: Public Works

Council Meeting Date: March 7, 2017

Staff Contact: Mary Jaeger/Celia Duran

Subject: Discussion on proposed improvements for the 159th Street and Black Bob Road Improvements Project, PN 3-C-006-16.

Focus/Perspective Area: Transportation

Executive Summary:

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 159th St. west of the intersection and Black Bob Road north of the intersection to 153rd Street.

These options will be presented to City Council at the March 7, 2017 City Council meeting. Staff recommends construction of a single lane roundabout at this intersection, 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 159th St. and Pflumm Road.

The existing and anticipated future traffic volumes indicate that improvements to 159th 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 159th Street and Black Bob Road Improvements Project is currently funded from the following sources:

GO Bonds

\$500,000

Recommendations/Options/Action Requested: Staff requests input from the City Council on the construction of a roundabout at the 159th St. and Black Bob Road intersection. This project is recommended to be incorporated into the 2018 CIP.

Attachments: A: PowerPoint Presentation

159th Street and Black Bob Road Improvements Project

Celia J. Duran
Deputy Director of Public Works
March 7, 2017



Background/Existing Conditions

Intersection

- 4-way stop controlled
- Crash Rate 6.83 crashes per TMEV (9-10 average)
- Meets 3 signal warrants
- Operates at Level of Service (LOS) F
- Federal 4F & 6F park land (SE corner)

Segments

- West leg: LOS F (ADT 9250)
- East leg: LOS D (ADT 7820)
- North leg: LOS C (ADT 7540)
- South leg: LOS A(ADT 5290)



Options

Option 1: Signal Controlled Intersection:

- Left turn lanes
- NB and SB right turn lanes
- All legs taper back to existing 2-lane conditions
- Total Project Cost: \$4,600,000
- Additional cost to widen NB and WB leg: \$9,000,000



Options

Option 2: Single Lane Roundabout:

- All legs taper back to existing 2-lane conditions
- Manages continuous flow of traffic
- Similar traffic volumes on each leg creates gaps
- Adaptive to changing peaking demands
- Total Project Cost: \$6,800,000



Recommendations

- Construct Single Lane Roundabout:
 - Manages continuous flow of traffic
 - Uniform traffic creates gaps
 - Adaptive to changing peaking demands
 - Consistent with OP's proposed roundabout at 159th and Pflumm
 - Federal park land process will need to be addressed
 - Future volumes on 159th and Black Bob may require widening in future



Next Steps

- Accept KDOT CMAQ funds (\$1,000,000)
- Project approval in 2018 CIP
- Design – Spring/Fall 2017
- Utility Relocations/Construction – 2018*

*accelerated schedule; contingent upon land acquisition for federal park land



Questions?

