

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
March 28, 2019
7:00 P.M.**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Brown ____ Conus ____ Lewis ____ Smith
2. **Welcome**
3. **Pledge of Allegiance**

Consent Agenda *(Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action)*

4. Approve Minutes for March 14, 2019 Regular City Council Meeting
5. Approve Resolution No. 03-28-19A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas

Regular Agenda

6. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
7. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
8. Presentation by Johnson County Stormwater Management Advisory Council (SMAC)
9. Presentation by Jason Camis from Gardner Edgerton Chamber of Commerce - 2019 First Quarter Update
10. Introduction of New Public Works Staff

Business Requiring Action

11. **CONSIDER RENEWAL OF CORPORATE INSURANCE POLICY FOR APRIL 1, 2019 – MARCH 31, 2020**

Motion: _____ Second: _____ Vote: _____

12. **CONSIDER RESOLUTION NO. 03-28-19B APPROVING A FIVE-YEAR CITY/COUNTY STREET IMPROVEMENT PROGRAM 2020-2024**

Motion: _____ Second: _____ Vote: _____

- 13. CONSIDER AN AGREEMENT WITH BG CONSULTANTS FOR CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES FOR THE BIG BULL CREEK LIFT STATION AND FORCE MAIN AND I-35 SOUTH SANITARY SEWER MAIN**

Motion: _____ Second: _____ Vote: _____

- 14. CONSIDER ORDINANCE NO. 2003 ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE THE REZONING OF APPROXIMATELY 41.91 ACRES OF LAND [GENERALLY LOCATED AT THE NORTHEAST CORNER OF WAVERLY ROAD AND 207TH STREET] IN EDGERTON, KANSAS FROM CITY OF EDGERTON "A-G" (AGRICULTURAL) DISTRICT TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT [APPLICATION ZA2019-01]**

Motion: _____ Second: _____ Vote: _____

- 15. CONSIDER ORDINANCE NO. 2004 ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE THE REZONING OF APPROXIMATELY 38.72 ACRES OF LAND [GENERALLY LOCATED AT THE NORTHEAST CORNER OF WAVERLY ROAD AND 207TH STREET] IN EDGERTON, KANSAS FROM CITY OF EDGERTON "A-G" (AGRICULTURAL) DISTRICT TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT [APPLICATION ZA2019-02]**

Motion: _____ Second: _____ Vote: _____

- 16. CONSIDER ORDINANCE NO. 2005 ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE THE REZONING OF APPROXIMATELY 119.47 ACRES OF LAND [GENERALLY LOCATED AT THE NORTHEAST CORNER OF WAVERLY ROAD AND 207TH STREET] IN EDGERTON, KANSAS FROM CITY OF EDGERTON "A-G" (AGRICULTURAL) DISTRICT TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT [APPLICATION ZA2019-03]**

Motion: _____ Second: _____ Vote: _____

- 17. CONSIDER ORDINANCE NO. 2006 ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE THE REZONING OF APPROXIMATELY .9 ACRES OF LAND [GENERALLY LOCATED AT THE NORTHEAST CORNER OF WAVERLY ROAD AND 207TH STREET] IN EDGERTON, KANSAS FROM CITY OF EDGERTON "A-G" (AGRICULTURAL) DISTRICT TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT [APPLICATION ZA2019-04]**

Motion: _____ Second: _____ Vote: _____

- 18. Report By The City Administrator**

19. Report by the Mayor

20. Future Meeting/Event Reminders:

- March 30th: Annual Low-Cost Pet Vaccine Clinic at City Hall – 9AM to 1PM
- March 30th: Saturday Brush/Limb Drop Off – 9AM to 2PM
- April 4th: The Greenspace Open House at City Hall – 6PM
- April 9th: Planning Commission – 7PM
- April 11th: City Council – 7PM
- April 13th: Easter Egg Hunt
- April 17th: Senior Lunch – Noon
- April 25th: City Council – 7PM
- May 11th: City Wide Garage Sale
- May 18th: City Wide Clean Up
- June 1st: Summer Kick Off Block Party

**21. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319
(b) (1) PERSONNEL MATTERS OF NONELECTED PERSONNEL TO INCLUDE CITY ATTORNEY**

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

22. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
March 14, 2019**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on March 14, 2019. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present
Katee Smith	present
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Assistant City Administrator Scott Peterson
	Development Services Director Katy Crow
	Finance Director Karen Kindle
	Public Works Director Dan Merkh

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for February 28, 2019 Regular City Council Meeting
5. Approve Award of Residential Solid Waste Collection and Disposal Services to Gardner Disposal and Authorize the Mayor to Execute the Contract

Motion by Lewis, Second by Smith to approve the consent agenda. Motion passed 5-0.

REGULAR AGENDA

6. **Public Comments.** None.
7. **Declaration.** None.
8. Presentation by Johnson County Fire District No. 1 regarding emergency preparedness

Trig Morley, Battalion Chief for Fire District No. 1, presented to the council a recommendation to adopt an Emergency Operations Plan or Emergency Operations Center. Mr. Morley described the emergency planning process and recommended that the City get started soon as it takes several years to get an effective plan in place. Mayor Roberts asked

how long the plan would take; Mr. Morley responded that he thought it would take at least three years.

BUSINESS REQUIRING ACTION

9. Report by the City Administrator

None

10. Report by the Mayor

Mayor Roberts brought up a local resident that has recently had health issues and is currently hospitalized. Mayor Roberts is asking for donations from anyone willing and able to help in assistance paying for the resident's mortgage and utility bills to make sure they have a home to come home to once they leave the hospital. Contact Mayor Roberts or staff at City Hall for more information on how anyone can help or donate.

11. Future Meeting/Event Reminders:

- March 5th: 7PM – Planning Commission Work Session
- March 12th: 7PM – Planning Commission
- March 14th: 7PM – City Council Meeting
- March 20th: Noon – Senior
- March 28th: City Council Meeting
- April 4th: 6PM – Edgerton City Hall Open House – The Green Space discussion

12. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b)(1) PERSONNEL MATTERS OF NONELECTED PERSONNEL TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR

Motion by Longanecker, Second by Brown to recess into executive session pursuant to K.S.A. 75-4319 (b)(1) for the purpose of personnel matters of nonelected personnel to include City Attorney and City Administrator for five minutes. Motion was approved 5-0. Session recessed at 7:51 pm.

Motion was approved 5-0.

Meeting recessed at 7:51 pm. Meeting reconvened at 7:56 pm.

Motion by Smith, Second by Lewis to return to regular session.

Motion was approved 5-0.

13. Adjourn

Motion by Long, Second by Lewis to adjourn.

Motion was approved 5-0. The meeting adjourned at 7:57 pm.

City Council Action Item

Council Meeting Date: March 28, 2019

Department: Administration

Agenda Item: Consider Resolution No. 3-28-19A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas

Background/Description of Item:

City staff has received several Zoning Verification request letters related to LPKC development. These requests not only include a confirmation of the zoning of the parcel, but they often include a detailed list of other supporting items (i.e., outstanding building permits, minutes from when the project was approved by Planning Commission, any UDC exceptions and why the exception was allowed, etc.) These Zoning Verification request letters and their supporting documents are often required by a lender as part of refinancing activity by the requestor.

Currently, a fee is not charged for these requests. Several staff members are often involved to staff compile the requested information and provide a cover letter answering specific questions related to the planning process and Planning Commission Staff Report.

Based upon the amount of work the request entails and the frequency of the requests, Staff recommends that the Governing Body add a fee to the of \$75.00 per request to the Fee Schedule to cover staff time spent processing the request.

Both a redline version showing the changes as well as a clean version have been included for review. A summary of the changes to the fee resolution is listed below.

Summary of Proposed Changes

- Zoning and Development Fees
 - Add a Zoning Verification Letter fee of \$75.00 per request.

Related Ordinance(s) or Statue(s): Ordinance No. 1006

Funding Source: n/a

Budget Allocated: n/a

x Karen E. Kindle

Finance Director Approval:

Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 3-28-19A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas.

Enclosed: Draft Resolution No. 3-28-19A redline version
Draft Resolution No. 3-28-19A clean version

Prepared by:

Karen Kindle * Finance Director

RESOLUTION NO. 3-28-19A

A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.

WHEREAS, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

WHEREAS, City Staff continues to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

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

SECTION 1: FEES.

The following fees shall be due and payable to the City Clerk:

OPEN RECORDS

Inspection Fee, if item is not readily available	\$20.00 per request
Copying Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Facsimile charges	\$1.00 / \$0.10 per page
Searches by staff, three (3) hours or more	\$25.00 per hour

ANIMAL CONTROL

Animal Registration Fees:

Neutered/Spayed dog or cat	\$5.00
Unneutered/Non-spayed dog or cat	\$25.00
Seniors (60 plus) with neutered/spayed dog or cat	\$No Charge
Chicken registration	\$50.00
Breeder Fee	\$500.00
Late Registration Fee	\$25.00
Duplicate Tag Fee	\$1.00

Animal Redemption Fees:

Registered	
First pick up	\$No charge
Second pick up	\$50.00
Third pick up	\$100.00

Non-Registered, Neutered/Spayed First pick up	\$50.00
Non-Registered, Unneutered/unspayed First pick up	\$100.00
City provided rabies vaccination	\$50.00
Habitual Violator (dog picked up more than three times in one year)	\$250.00
Boarding Fee	\$10.00 per day

BEVERAGES

Cereal Malt Beverages

General Retailer – Consumption	\$100.00
General Retailer – Not for Consumption on premises	\$35.00
Change of Location Fee	\$5.00

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$500.00

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1.00 to \$500	\$22.00
\$501.00 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$2,855 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,955.00 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
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Re-inspection fees assessed	\$50.00 per hour
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Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the juris- diction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
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For use of outside consultants for plan checking Actual Costs
or inspections (costs include administrative and
overhead costs)

Permit Fees – Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1 to \$500	\$13
\$501 to \$2,000	\$13 for first \$500.00 plus \$1.50 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$35.50 for the first \$2,000.00 plus \$8.00 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$219.50 for the first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$381.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction

	thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
Certificate of Occupancy	\$10.00
Fire Review and Inspection - Core and Shell 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Tenant Finish 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Core and Shell 12,501.00 square feet or greater Multi-Family (R-3)	\$0.02 per square foot

Commercial Zoning Districts (C-D, C-1, C-2)
Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection	\$0.02 per square foot
- Tenant Finish	
12,501 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

Permit Fees - Fuel Gas Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Plumbing Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Mechanical Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions	\$50.00 per hour

or revisions to approved plans (minimum charge – one hour)

Permit Fees – Electrical Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Moving Buildings

House/building/derrick or other structure permit	\$5.00
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Oil and Gas Wells

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5000.00 or 10% of covered claim payment, whichever is less
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BUSINESS LICENSE

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00

Block Party

FIREWORKS

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

SOLID WASTE

Customer Unit Charge – Monthly (One trash container and one recycle container)	\$7.50
Extra Container Charge – Monthly	\$5.00
Extra Recycle Container – Monthly	\$1.00

PUBLIC PROPERTY

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24 -hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00
Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour
Right-Of-Way Permit	\$100.00

PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
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UTILITIES - WATER

Water Rate

WATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$20.02	\$30.02
3/4"	\$21.27	\$31.91
1"	\$23.80	\$35.70
1 1/2"	\$30.09	\$45.14
2"	\$37.66	\$56.49
3"	\$55.30	\$82.94
4"	\$80.49	\$120.74
6"	\$143.48	\$215.21
8"	\$219.08	\$328.61

Volumetric Rate

Tiers	Inside City	Outside City
0-2,000	\$4.12	\$6.18
2,001-10,000	\$9.26	\$13.89
>10,000	\$12.78	\$19.16

Water System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,300
3/4"	\$6,600
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

Water Connection Fees

Connections Charge: Inside City - Regular ($\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by $\frac{5}{8}$ inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular ($\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by $\frac{5}{8}$ -inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

\$6.45

Volumetric Rate

\$7.46 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

¹ For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

Wastewater System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

Wholesale Wastewater Rate

\$3.36 [per 1,000 gallons]

Private Disposal System Fees

Installation Permit \$250.00
Significant Alteration and Repair Permit \$100.00
Minor Repair \$50.00

Non-Residential Annual Operation Permit \$50.00

Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours (2-hour charge minimum, additional to inspection fee)	\$15.00 per hour

ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development: Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$100.00
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	\$250.00
Temporary Construction Activities Application	\$100.00
Temporary Construction Activities Permit Fee	\$200.00
Blasting Permit (six (6) months)	\$25.00
Blasting Permit (one (1) year)	\$50.00
Home Occupation Permit Fee	\$5.00
Site Plan Fee	\$200.00 plus \$10.00 per acre
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00

New Public Improvement Inspection Fee	
Street/Stormwater	Actual cost of inspection + 2% administrative fee
Water/Sewer	Actual cost of inspection
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
<u>Zoning Verification Letter</u>	<u>\$75.00 per request</u>

Sign Fees

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00
Billboard Sign	\$125.00

SECTION 2: Effective Date. This Resolution shall become effective upon its approval with the Zoning Verification Letter fee becoming effective beginning April 1, 2019.

SECTION 3: Repealer. Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 28th DAY OF MARCH, 2019.

DONALD ROBERTS, MAYOR

ATTEST:

RACHEL A. JAMES, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

RESOLUTION NO. 3-28-19A

A RESOLUTION ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS.

WHEREAS, pursuant to Ordinance No. 1006, the City Council indicated that all City Fees that previously were spread throughout the City Code, and would require an Ordinance amending that particular part of the Code to change the fee, would instead be consolidated into a City Fee Resolution such that all fees could be better monitored and, any revisions thereto, could be accomplished via resolution instead of an ordinance; and

WHEREAS, City Staff continues to work on consolidating said fees into this Fee Resolution and, as those fees are added in, revised versions of this Resolution will be presented for Council approval.

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

SECTION 1: FEES.

The following fees shall be due and payable to the City Clerk:

OPEN RECORDS

Inspection Fee, if item is not readily available	\$20.00 per request
Copying Fee (no charge for first ten (10) pages)	\$0.10 per page after first ten
Mailing Fee	Actual mailing costs
Facsimile charges	\$1.00 / \$0.10 per page
Searches by staff, three (3) hours or more	\$25.00 per hour

ANIMAL CONTROL

Animal Registration Fees:

Neutered/Spayed dog or cat	\$5.00
Unneutered/Non-spayed dog or cat	\$25.00
Seniors (60 plus) with neutered/spayed dog or cat	\$No Charge
Chicken registration	\$50.00
Breeder Fee	\$500.00
Late Registration Fee	\$25.00
Duplicate Tag Fee	\$1.00

Animal Redemption Fees:

Registered	
First pick up	\$No charge
Second pick up	\$50.00
Third pick up	\$100.00

Non-Registered, Neutered/Spayed First pick up	\$50.00
Non-Registered, Unneutered/unspayed First pick up	\$100.00
City provided rabies vaccination	\$50.00
Habitual Violator (dog picked up more than three times in one year)	\$250.00
Boarding Fee	\$10.00 per day

BEVERAGES

Cereal Malt Beverages

General Retailer – Consumption	\$100.00
General Retailer – Not for Consumption on premises	\$35.00
Change of Location Fee	\$5.00

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Class B Biennial occupation tax	\$500.00

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1.00 to \$500	\$22.00
\$501.00 to \$2,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$63.00 for the first \$2,000.00 plus \$12.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$352.00 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fractions thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$580.00 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$895.00 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,000.00 to \$1,000,000.00	\$2,855 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$4,955.00 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
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Re-inspection fees assessed	\$50.00 per hour
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Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
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Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the juris- diction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
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For use of outside consultants for plan checking Actual Costs
or inspections (costs include administrative and
overhead costs)

Permit Fees – Residential Building

<i>Total Valuation</i>	<i>Fee</i>
\$1 to \$500	\$13
\$501 to \$2,000	\$13 for first \$500.00 plus \$1.50 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$35.50 for the first \$2,000.00 plus \$8.00 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$219.50 for the first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$381.00 for the first \$50,000 plus \$4.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction

	thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

Other Inspections and Fees

Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the jurisdiction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
Certificate of Occupancy	\$10.00
Fire Review and Inspection - Core and Shell 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Tenant Finish 100 square feet to 12,500 square feet Multi-Family (R-3) Commercial Zoning Districts (C-D, C-1, C-2) Industrial Zoning Districts (B-P, L-P, I-G, I-H)	\$250.00
Fire Review and Inspection - Core and Shell 12,501.00 square feet or greater Multi-Family (R-3)	\$0.02 per square foot

Commercial Zoning Districts (C-D, C-1, C-2)
Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection	\$0.02 per square foot
- Tenant Finish	
12,501 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

Permit Fees - Fuel Gas Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Plumbing Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Mechanical Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions	\$50.00 per hour

or revisions to approved plans (minimum charge – one hour)

Permit Fees – Electrical Code

Issuance of Permit	\$50.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Moving Buildings

House/building/derrick or other structure permit	\$5.00
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Oil and Gas Wells

Permit Fee	\$150.00 per well
License Fee	\$25.00 per well

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5000.00 or 10% of covered claim payment, whichever is less
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BUSINESS LICENSE

General License	\$5.00
Solicitor's License – Investigation Fee	\$50.00
Solicitor's License – Issuance Per day	\$25.00
Solicitor's License – Six Months	\$250.00
Adult Entertainment Business License	\$250.00
Adult Entertainment Manager's License	\$20.00
Adult Entertainers License	\$20.00
Adult Entertainment Service's License	\$20.00
Mobile Food Vender License	\$100.00

Block Party

FIREWORKS

Fireworks – Temporary Retail Sale Application Fee	\$500.00
Fireworks – Temporary Retail Sale Bond	\$1000.00
Public Display Application Fee	\$100.00

SOLID WASTE

Customer Unit Charge – Monthly (One trash container and one recycle container)	\$7.50
Extra Container Charge – Monthly	\$5.00
Extra Recycle Container – Monthly	\$1.00

PUBLIC PROPERTY

Community Hall Rental – Residents (24-hrs midnight)	\$100.00
Community Hall Rental – Non-Residents (24 -hrs midnight)	\$150.00
Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$50.00
Overnight Camping (by special permit)	\$10.00
Martin Creek Park Lights	
-Ball field #1 Lights	\$20 / hour
-Horse Shoe Pit Lights	\$20 / hour
Right-Of-Way Permit	\$100.00

PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
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UTILITIES - WATER

Water Rate

WATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$20.02	\$30.02
3/4"	\$21.27	\$31.91
1"	\$23.80	\$35.70
1 1/2"	\$30.09	\$45.14
2"	\$37.66	\$56.49
3"	\$55.30	\$82.94
4"	\$80.49	\$120.74
6"	\$143.48	\$215.21
8"	\$219.08	\$328.61

Volumetric Rate

Tiers	Inside City	Outside City
0-2,000	\$4.12	\$6.18
2,001-10,000	\$9.26	\$13.89
>10,000	\$12.78	\$19.16

Water System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,300
3/4"	\$6,600
1"	\$10,750
1.5"	\$21,500
2"	\$34,400
3"	\$64,500
4"	\$107,500
6"	\$215,000
8"	\$344,000

Water Connection Fees

Connections Charge: Inside City - Regular ($\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by $\frac{5}{8}$ inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular ($\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by $\frac{5}{8}$ -inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

[Customer Service Charge + Vol. Rate = Monthly Bill]

Customer Service Charge

\$6.45

Volumetric Rate

\$7.46 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

¹ For residential use properties, Section 15-305(b) of Article 3 of Chapter XV of the City Code will determine the level of gallons.

Wastewater System Development Fees

System Development Fee (based on size of water meter)

<u>METER SIZE</u>	<u>CHARGES</u>
5/8"	\$4,800
3/4"	\$6,600
1"	\$12,000
1.5"	\$24,000
2"	\$38,400
3"	\$72,000
4"	\$120,000
6"	\$240,000
8"	\$384,000

Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

Wholesale Wastewater Rate

\$3.36 [per 1,000 gallons]

Private Disposal System Fees

Installation Permit \$250.00

Significant Alteration and Repair Permit \$100.00

Minor Repair \$50.00

Non-Residential Annual Operation Permit \$50.00

Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours (2-hour charge minimum, additional to inspection fee)	\$15.00 per hour

ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development: Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$100.00
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	\$250.00
Temporary Construction Activities Application	\$100.00
Temporary Construction Activities Permit Fee	\$200.00
Blasting Permit (six (6) months)	\$25.00
Blasting Permit (one (1) year)	\$50.00
Home Occupation Permit Fee	\$5.00
Site Plan Fee	\$200.00 plus \$10.00 per acre
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00

New Public Improvement Inspection Fee	
Street/Stormwater	Actual cost of inspection + 2% administrative fee
Water/Sewer	Actual cost of inspection
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request

Sign Fees

Home Occupation Sign	\$35.00
Temporary/Banner Sign	\$35.00
Pole Sign	\$125.00
Monument Sign	\$35.00
Façade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00
Billboard Sign	\$125.00

SECTION 2: Effective Date. This Resolution shall become effective upon its approval with the Zoning Verification Letter fee becoming effective beginning April 1, 2019.

SECTION 3: Repealer. Any fees or resolutions inconsistent herewith are hereby repealed and said City Code references (along with other specific fee references throughout the City Code that will now be controlled by the Fee Resolution) will be formally withdrawn via a future ordinance.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 28th DAY OF MARCH, 2019.

DONALD ROBERTS, MAYOR

ATTEST:

RACHEL A. JAMES, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

The background of the slide features a scenic photograph of a calm lake surrounded by dense trees with vibrant autumn foliage in shades of green, yellow, and orange. The water reflects the surrounding forest. Overlaid on this image are several semi-transparent water droplet icons of varying sizes. A horizontal bar at the bottom of the image area is divided into five colored segments: light green, teal, dark blue, yellow, and red. The main title is centered in the upper half of the slide in a large, white, sans-serif font.

Johnson County Stormwater Management Program

Strategic Plan Implementation

City of Edgerton

MARCH 28, 2019

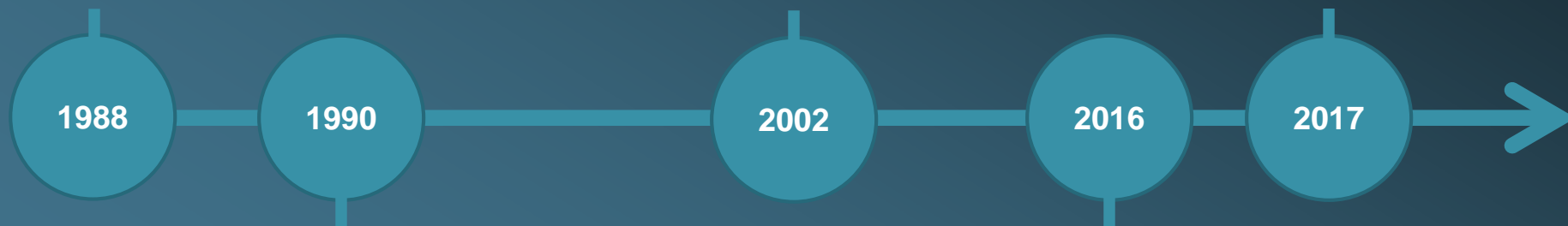


Stormwater Management Program (SMP) Timeline

Kansas legislature enables counties to adopt 1/10th of 1% sales tax to fund stormwater projects

BOCC adopts the SMP Business Plan with current policies and procedures

Strategic Plan implementation begins via 5 sub-committees



Board of County Commissioners (BOCC) adopts resolution that creates the SMP, Stormwater Management Advisory Council (SMAC), and bylaws

BoCC adopts the strategic plan with a focus on watershed-based improvements



STRATEGIC PLAN STEERING COMMITTEE

NAME	AGENCY	TITLE
Jim Allen	Johnson County	County Commissioner
Mike Brungardt	City Administrator	City of De Soto
Celia Duran	City Engineer	City of Olathe
Aaron Otto	Former City Administrator	City of Roeland Park
Penny Postoak-Ferguson	Deputy County Manager	Johnson County
Brian Pietig	Public Works & Infrastructure Director	Johnson County
Fred Spears	Council Person	City of Overland Park
Bill Stogsdill	Public Works Director	City of Fairway

“Don’t let good be the enemy of great.”
- Jim Collins



Implementation Process

28 meetings, avg. 12 stakeholders per meeting

DeSoto, KS
Fairway, KS
Gardner, KS
Kansas City, MO
Leawood, KS
Lenexa, KS
Merriam, KS
Mission, KS
Mission Hills, KS
Olathe, KS
Overland Park, KS
Prairie Village, KS
Roeland Park, KS
Shawnee, KS
Spring Hill, KS
Westwood, KS
Westwood Hills, KS

Other JoCo Department/Agency's
Mid-America Regional Council
The Conservation Fund
U.S. Geological Survey

GBA
Affinis
BHC Rhodes
HDR
CDM Smith
Olsson Associates
Walter P Moore
Benesch
Burns & McDonnell
PEI
Lamp Ryneearson
AECOM
Trek



Watershed Organizations

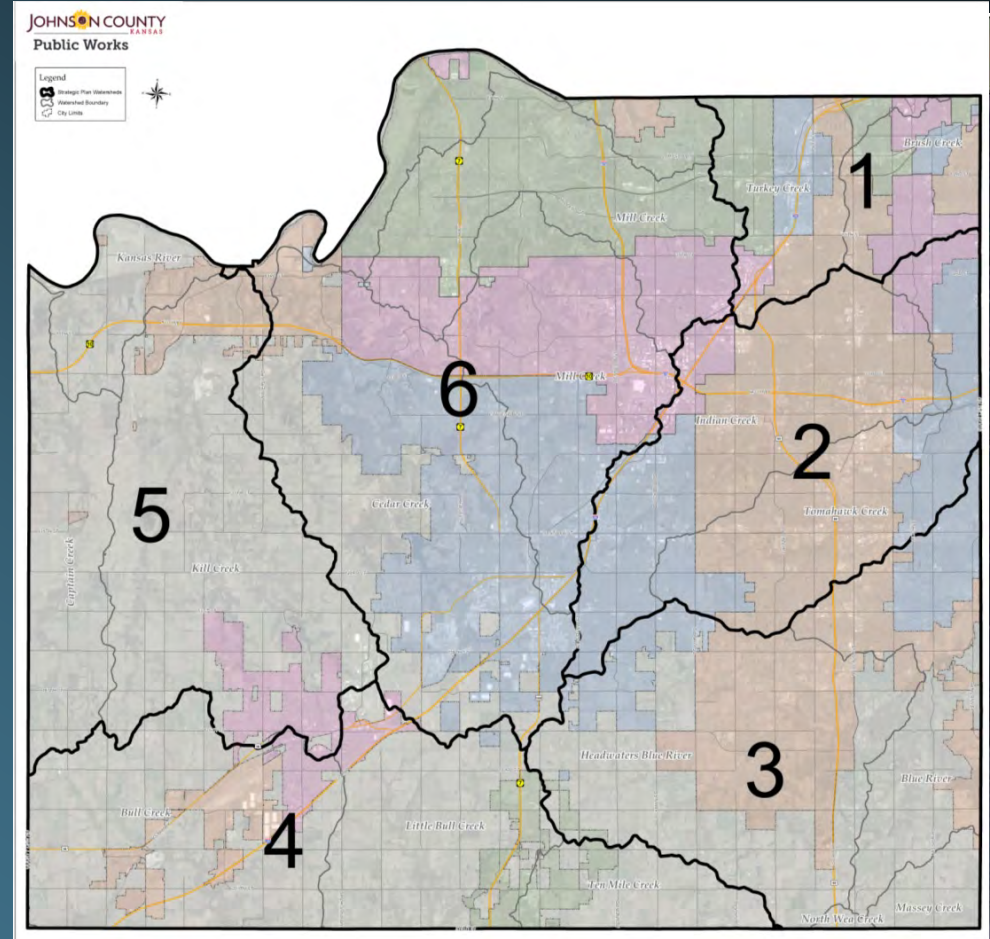
Community characteristics

Percent build out

Potential types of projects

Common receiving waters

Other factors



Cities in the 6 Watershed Organizations as of Jan. 2019

1	2	3	4	5	6
Brush/Turkey Creek	Indian Creek	Upper Blue River	Marais Des Cygnes River	Captain/Kill Creek	Cedar/Mill Creek
Fairway	Leawood	Johnson County Uninc.	Edgerton	Gardner	Bonner Springs
Lenexa	Lenexa	Leawood	Gardner	De Soto	De Soto
Merriam	Olathe	Olathe	Johnson County Uninc.	Johnson County Uninc.	Johnson County Uninc.
Mission	Overland Park	Overland Park	Spring Hill		Lake Quivira
Mission Hills	Prairie Village				Lenexa
Mission Woods					Olathe
Overland Park					Shawnee
Prairie Village					
Roeland Park					
Shawnee					
Westwood					
Westwood Hills					



The Focus Ahead

- Habitable Buildings
- Streets
- Home Buyout Program
- Homeowners Technical Assistance Program

- Countywide inventory
- Condition assessment
- Replace failing infrastructure
- Natural and manmade

Flooding

Water Quality

System Management

Planning

- Restore Impaired Streams/Lakes
- Protect high quality areas
- Streambank Stabilization
- Retrofit existing infrastructure

- Watershed Masterplans
- Near term and long range improvement projects
- Increased level of coordination

Programmatic Changes

PAST	MOVING FORWARD
Local scope	Watershed scope
Year-to-year plan	5/10/15 Year Capital Improvement Plan (CIP)
0% County funding for system replacement projects	50% County funding for system replacement projects
75% County funding for flood damage reduction projects	100% County funding for significant watershed projects 50% County funding for local projects
0% County funding for water quality improvement projects	100% County funding for significant watershed projects 50% County funding for local projects
Alternate funding not emphasized	Alternative funding incentivized

Next Steps 2019

Watershed boards established

Watershed Master Planning

Policies and Procedures Updates

Revised Inter local Agreement



City Council Action Item

Council Meeting Date: March 28, 2019

Department: Administration

Agenda Item: Consider Renewal of Corporate Insurance Policy for April 1, 2019 – March 31, 2020

Background/Description of Item:

Annually, the City of Edgerton considers the renewal of its corporate insurance policy. The corporate insurance policy includes several coverages, such as Property, Crime (for employee theft and securities), Inland Marine (contractor's equipment), General Liability, Public Officials Errors and Omissions, Employment Practices, Business Automobile, and Pollution Liability (treatment plant coverage).

Mr. Kevin O'Brien from The Reilly Group presented the renewal information for the policy year from April 1, 2019-March 31, 2020, at the February 28, 2019, Council meeting. At that meeting, Council tabled the renewal and directed staff to review the level of coverage for the City's property and equipment and develop a policy for how different items would be insured and how the values would be determined. Since the meeting on February 28, 2019, staff has been working with Mr. O'Brien to update the coverage information and obtain updated pricing for the insurance policies.

The property of the City can be insured in one of three ways: (1) at replacement cost, (2) actual cash value; or (3) self-insured. Staff reviewed each asset on the property and equipment lists and agreed on a recommendation on how each one should be insured and at what value. Staff used the following criteria when evaluating which insurance method to recommend for each asset.

Replacement Cost

- Assets insured at replacement cost are insured at a value that represents the cost to replace/rebuild including materials and labor.
- Staff recommends insuring assets at replacement cost when the cost to replace the asset is significant or when the need to replace the asset is immediate or is an emergency.
- To determine replacement cost, staff contacted contractors for pricing for assets in today's dollars, looked at prices recently paid by the City for similar items and researched the costs on the internet. For buildings, staff used a per square foot reconstruction cost researched on the internet and multiplied it by the square footage of City buildings as noted in the County Appraiser's records.

Actual Cash Value (ACV)

- Assets insured at ACV are insured at a value that represents the asset's current market value (replacement cost less depreciation).
- Staff recommends insuring assets at ACV when the City would not replace the asset or replace it in the same location or with the same type of asset.
- Staff determined the current value of an asset by depreciating the asset using the straight line method of depreciation for assets that still have more than 25% of their useful life left. The straight line depreciation method takes the cost of the asset less any value that might be left at the end of the asset's useful life and divides the result evenly over the useful life of the asset.
- For assets with less than 25% of their useful life left, staff researched the internet for a current value.

Self-Insure

- Assets that are self-insured are not included in the City's insurance policy. The cost to replace the asset will be paid in full by the City from reserves.
- Staff recommends self-insuring assets when the cost to replace the asset is low or when the need to replace the asset isn't immediate or an emergency.

Attached is a revised summary of coverages and premiums from 2017, 2018 and the updated proposed premiums for the 2019 renewal based on the changes made to the insurance schedules. Also attached are the revised property, equipment and vehicle lists.

After the adjustments to insurance methods and values, the revised premium amount is \$91,727. After the coverages were priced, the City added \$27,300 of IT equipment related to the SCADA System. The additional cost for covering the SCADA System items is estimated at \$164, which would bring the total to \$91,891.

It should be noted that this revised amount is only a few dollars more than what was originally proposed at the February 28, 2019, meeting; however, the coverage provided is better. Several items were moved from the ACV method of insurance to the Replacement Cost method of insurance, which is better level of coverage. In addition, staff was able to better estimate the ACV for items, resulting in a lower value to be insured.

The amount budgeted for 2019 for corporate insurance coverage is sufficient to cover the \$91,891 premium cost.

Related Ordinance(s) or Statue(s):

Funding Source: Funding for property insurance premiums is provided for in the General Fund (Administration and Parks), Water Fund (Administration) and the Sewer Fund (Treatment Plant, Lift Stations and Administration).

Budget Allocated: \$96,885

Finance Director Approval:

x Karen E. Kindle
Karen Kindle, Finance Director

Recommendation: Purchase corporate insurance policy from One Beacon, purchase pollution liability policy from Crum and Forster and purchase cyber liability coverage from Hiscox for the period of April 1, 2019 – March 31, 2020, for a premium amount not to exceed \$92,000.

Enclosed:

- (1) Insurance Summary & Comparison provided by Kevin O'Brien of The Reilly Company
- (2) Various City Property Lists

Prepared by: Karen Kindle, Finance Director

City of Edgerton, Kansas
Insurance Program Comparison Summary-2019

<u>Item of Coverage</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Property	One Beacon	One Beacon	One Beacon
Blanket Building & Personal Property Values - RC	\$ 13,563,500	\$ 16,794,245	\$ 16,743,411
Specific Building Values - RC	N/A	N/A	\$ 2,820,199
Specific Building Values - ACV	\$ 844,000	\$ 3,101,479	\$ 25,574
Flood & Earthquake	None	None	None
Total Property Values Insured	\$ 14,407,500	\$ 19,895,724	\$ 19,589,184
Business Interruption & Extra Expense (72 hour Deductible)	\$ 100,000	\$ 100,000	\$ 100,000
Computer Equipment Coverage	\$ 72,476	\$ 114,000	\$ 72,400
Property Deductible	\$ 1,000	\$ 2,500	\$ 2,500
Wind-Hail Deductible	\$ 10,000	\$ 10,000	\$ 10,000
<i>RC=Replacement Cost / ACV=Depreciated Value</i>			
Crime	One Beacon	One Beacon	One Beacon
Employee Dishonesty (Excluding Treasurer)	\$ 200,000	\$ 200,000	\$ 200,000
Forgery & Alteration	\$ 25,000	\$ 25,000	\$ 25,000
Money & Securities (Inside)	\$ 25,000	\$ 25,000	\$ 25,000
Money & Securities (Outside)	\$ 25,000	\$ 25,000	\$ 25,000
Money Orders and Counterfeit Paper Currency	\$ 25,000	\$ 25,000	\$ 25,000
Computer Fraud	\$ 100,000	\$ 100,000	\$ 100,000
Deductible	\$ 1,000	\$ 2,500	\$ 2,500
Inland Marine	One Beacon	One Beacon	One Beacon
Contractor's Equipment - Unscheduled (ACV) -	\$ 20,000	\$ 20,000	\$ 20,000
Contractor's Equipment - Scheduled (ACV)	\$ 607,674	\$ 636,732	\$ 620,266
Leased/Rented Equipment (ACV)	\$ 25,000	\$ 25,000	\$ 25,000
Flood & Earthquake	Included	Included	Included
Total Equipment Values	\$ 652,674	\$ 681,732	\$ 665,266
Inland Marine Deductible	\$ 1,000	\$ 1,000	\$ 1,000
<i>ACV = Actual Cash Value = Market Value</i>			
General Liability (Occurrence Form)	One Beacon	One Beacon	One Beacon
Limit of General Liability - Each Occurrence	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
KS Tort Cap - where applicable	\$ 500,000	\$ 500,000	\$ 500,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Employee Benefits Legal Liability (EBL)*	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Sexual Abuse & Molestation	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Pesticide & Herbicide Coverage	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Failure to Supply	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
General Liability Deductible per claim	*None	*None	*None
Sewer Backup (resulting from negligence) *	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
* Except \$1,000 ded for Sewer Backup and EBL			
Public Official Errors & Omissions Liability	One Beacon	One Beacon	One Beacon
Limit of Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Public Official Liability Deductible	\$ 2,500	\$ 2,500	\$ 2,500
Cyber/Network Security/Data Breach Coverage	\$ 1,000,000	Excluded	Excluded
Retroactive Date	4/1/2004	4/1/2004	4/1/2004
Number of Employees - Full time / Part time	16 / 6	16 / 5	19 / 4

City of Edgerton, Kansas
Insurance Program Comparison Summary-2019

<u>Item of Coverage</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Employment Practices Liability	One Beacon	One Beacon	One Beacon
Limit of Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Employment Practices Liability Deductible	\$ 2,500	\$ 2,500	\$ 2,500
Defense in Addition or Reduces Coverage Limit	In Addition	In Addition	In Addition
Third Party Coverage - Defense Only or Full Cover	Full Coverage	Full Coverage	Full Coverage
Retroactive Date (None or an older date is better)	4/1/2004	4/1/2004	4/1/2004
Number of Employees - Full time / Part time	16 / 6	16 / 5	19 / 4
Business Automobile	One Beacon	One Beacon	One Beacon
Limit of Liability - Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
Uninsured/Underinsured Motorist	\$1,000,000	\$1,000,000	\$1,000,000
Comprehensive Deductible	\$500	\$500	\$500
Collision Deductible	\$500	\$500	\$500
Valuation of Claim	ACV	ACV	ACV
Number of Vehicles Insured/Trailers	14 / 6	10 / 3	11 / 5
Excess Liability	One Beacon	One Beacon	One Beacon
Limit of General Liability - Each Occurrence	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Annual Aggregate Limit	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Excess Over: General Liability & Auto Liability	YES	YES	YES
Employment Practices Liability	YES	YES	YES
Public Official Liability	YES	YES	YES
One Beacon Premium	\$ 55,792.00	\$ 76,566.00	\$ 82,426.00
Pollution Liability	Crum & Forster	Crum & Forster	Crum & Forster
Limit of General Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Retroactive Date	4/1/2016	4/1/2016	4/1/2016
Deductible	\$ 5,000	\$ 5,000	\$ 5,000
Crum & Forster Pollution Premium	\$ 6,568.00	\$ 5,671.00	\$ 5,671.00
Cyber Liability	One Beacon	Hiscox	Hiscox
Limit of General Liability - Each Claim	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Retroactive Date	N/A	N/A	N/A
Deductible	\$ 2,500	\$ 2,500	\$5,000 /10 Hours
Hiscox Cyber Premium	N/A	\$ 3,630.00	\$ 3,630.00
Total Premium	\$ 69,100.00	\$ 85,867.00	\$ 91,727.00

Notes:

In Summary, the insurance marketplace going into 2019 remains very stable despite the large losses seen in the past 2 years (fires and severe storms) as well as underwriting losses in the auto line due to distracted driving and expensive repairs due to more technology in cars. Rates increased only slightly this year. Increased premiums are due mainly to increased exposures:

- 1) Property values were reduced slightly, replacement cost coverage provided, no 120% margin clause limitation
- 2) Computer Equipment values decreased 36%
- 3) Public Works Equipment values decreased slightly
- 4) General Liability Expenditures increased 7% by \$105,960
- 5) Public Official Liability exposure of full time employees rose 19% by 3
- 6) Employment Practices Liability exposure of full time employees rose 19% by 3 and rates rose slightly
- 7) Auto exposure increased by 1 truck and 2 new trailers and rates rose slightly

City of Edgerton
Property List 2019-2020

Item #	Asset	Asset Location	Building Insured Value	Contents Insured Value	Dept	
Replacement Cost (except Actual Cash Value where highlighted in yellow)						
1-1	Community Center/City Hall	404 E. Nelson St, Edgerton, KS 66021	\$ 1,920,000	\$ 35,000	G	
2-1	Water Tanks & Telemetry Equipment (150,000 gallons)	818 W 8th St, Edgerton, KS 66021	\$ 450,000	\$ -	WT	
2-2	Fence - Water Tower	818 W 8th St, Edgerton, KS 66021	\$ 4,200	\$ -	WT	
3-1	Water Tanks & Telemetry Equipment (50,000 gallons) (Manor Park)	1st St at E. Martin St., Edgerton, KS 66021	\$ 375,000	\$ -	WT	
3-2	Manor Park Rubber Mulch at this location	1st St at E. Martin St., Edgerton, KS 66021	\$ 20,989	\$ -	PR	
3-3	Outdoor Warning Siren - Manor Park	1st St at E. Martin St., Edgerton, KS 66021	\$ 26,000	\$ -	OW	
3-4	Manor Park Shelter	1st St at E. Martin St., Edgerton, KS 66021	\$ 28,520	\$ -	PR	
3-5	Manor Park Playground Equipment	1st St at E. Martin St., Edgerton, KS 66021	\$ 43,170	\$ -	PR	
3-6	Fence - Water Tower	1st St at E. Martin St., Edgerton, KS 66021	\$ 3,000	\$ -	WT	
4-1	Public Works Building	710 E. Nelson St, Edgerton, KS 66021	\$ 315,000	\$ 35,000	PW	
4-2	Parks Maint Bldg	710 E. Nelson St, Edgerton, KS 66021	\$ 100,000	\$ 5,000	PW	
4-3	Fence	710 E. Nelson St, Edgerton, KS 66021	\$ 280,000	\$ -	PW	
4-4	Barn (Lean To w/Equipment) (80x40)	710 E. Nelson St, Edgerton, KS 66021	\$ 75,000	\$ -	PW	
4-5	Salt Storage Barn (Quonset Hut) (65x30)	710 E. Nelson St, Edgerton, KS 66021	\$ 22,000	\$ -	PW	
4-6	Edgerton Waste Water Lift Station (EWWLS)	710 E. Nelson St, Edgerton, KS 66021	\$ 733,000	\$ -	SW	
4-7	EWWLS Fence	710 E. Nelson St, Edgerton, KS 66021	\$ 34,000	\$ -	SW	
4-8	EWWLS Generator	710 E. Nelson St, Edgerton, KS 66021	\$ 32,000	\$ -	SW	
5-1	Edgerton Lake Park Shelter House #1	600 E. 6th St, Edgerton, KS 66021	\$ 18,823	\$ -	PR	
5-2	Edgerton Lake Park Shelter House #2	600 E. 6th St, Edgerton, KS 66021	\$ 28,520	\$ -	PR	
5-3	Edgerton Lake Park Shelter House #3	600 E. 6th St, Edgerton, KS 66021	\$ 18,823	\$ -	PR	
6	Maintenance Building	307 E. Nelson St, Edgerton, KS 66021	\$ 70,000	\$ 20,000	G	
7-1	Concessions Building	Martin Creek Park, Edgerton, KS 66021	\$ 70,000	\$ 5,000	PR	
7-2	Poles/Lights (field 1)	Martin Creek Park, Edgerton, KS 66021	\$ 150,000	\$ -	PR	
7-3	Poles/Lights (field 2)	Martin Creek Park, Edgerton, KS 66021	\$ 150,000	\$ -	PR	
7-4	Poles/Lights (field 3)	Martin Creek Park, Edgerton, KS 66021	\$ 150,000	\$ -	PR	
7-5	Playground Equipment	Martin Creek Park, Edgerton, KS 66021	\$ 13,270	\$ -	PR	
7-6	Shelter	Martin Creek Park, Edgerton, KS 66021	\$ 45,000	\$ -	PR	
7-7	Baseball backstops (field #1 & #2)	Martin Creek Park, Edgerton, KS 66021	\$ 4,240	\$ -	PR	
7-7	Baseball Fence (field #1 & #2)	Martin Creek Park, Edgerton, KS 66021	\$ 3,000	\$ -	PR	
7-8	Tennis Court Lights	Martin Creek Park, Edgerton, KS 66021	\$ 150,000	\$ -	PR	
8	8th Street Sewer Lift Station	W. 7th & W. 8th St, Edgerton, KS 66021	\$ 50,000	\$ -	SW	
9	Library (not on historic register)	319 E. Nelson St, Edgerton, KS 66021	\$ 750,000	\$ -	G	
10-1	Water Tower (200,000 gallons) (County Line)	20325 County Line Rd, Edgerton, KS 66021	\$ 600,000	\$ -	WT	
10-2	Fence - Water Tower (County Line)	20325 County Line Rd, Edgerton, KS 66021	\$ 13,000	\$ -	WT	
11-1	Baldwin Booster Pump Station	200 Road, Baldwin, KS 66006	\$ 140,000	\$ -	WT	
11-2	Fence - Baldwin Booster Pump Station	200 Road, Baldwin, KS 66006	\$ 9,350	\$ -	WT	

Item #	Asset	Asset Location	Building Insured Value	Contents Insured Value	Dept	
12	Edgerton Community Museum	406 E. Nelson St, Edgerton, KS 66021	\$ 110,000	\$ -	G	
13	Skate Park	Glendell Acres Park, 310 W. Edgewood Dr, Edgerton, KS	\$ 5,064	\$ -	PR	
14-1	IMF Lift Station	32882 W. 191st St, Edgerton, KS 66021	\$ 370,000	\$ -	SW	
14-2	Outdoor Warning Siren-IMF Lift Station	32882 W. 191st St, Edgerton, KS 66021	\$ 26,000	\$ -	OW	
14-3	IMF Lift Station - Fence	32882 W. 191st St, Edgerton, KS 66021	\$ 4,420	\$ -	SW	
14-4	IMF Lift Station - Generator	32882 W. 191st St, Edgerton, KS 66021	\$ 23,000	\$ -	SW	
15-1	Big Bull Creek WWTP	20600 Homestead Ln, Edgerton, KS 66021	\$ 5,761,745	\$ -	SW	
15-2	Big Bull Creek WWTP - Solids Bldg	20600 Homestead Ln, Edgerton, KS 66021	\$ 1,500,000	\$ -	SW	
15-3	Big Bull Creek WWTP - Admin Bldg	20600 Homestead Ln, Edgerton, KS 66021	\$ 855,000	\$ 25,000	SW	
15-4	Big Bull Creek WWTP - Headworks Bldg	20600 Homestead Ln, Edgerton, KS 66021	\$ 530,000	\$ -	SW	
15-5	Big Bull Creek WWTP - Fence/Gate	20600 Homestead Ln, Edgerton, KS 66021	\$ 53,000	\$ -	SW	
15-6	Big Bull Creek WWTP - Generator	20600 Homestead Ln, Edgerton, KS 66021	\$ 120,000	\$ -	SW	
16	Single Family Dwelling (Yellow House-Overflow City Offices)	305 E Nelson St, Edgerton, KS 66021	\$ 110,000	\$ 25,000	G	
17	Outdoor Warning Siren - Braun St.	1100 W. Braun, Edgerton, KS 66021	\$ 26,000	\$ -	OW	
18	Water Control Vault w/Telemetry Equipment-US 56	100 W. 8th Street, Edgerton, KS 66021	\$ 4,500	\$ -	WT	
19	Water Control Vault w/Telemetry Equipment-207th Street	900 W. Braun, Edgerton, KS 66021	\$ 3,000	\$ -	WT	
20	Traffic Signals	20365 Homestead Ln, Edgerton, KS - Northside of Intersection	\$ 211,000	\$ -	TS	
21	Traffic Signals	20336 Homestead Ln, Edgerton, KS - Southside of Intersection	\$ 211,000	\$ -	TS	
22	Traffic Signals	19108 Homestead Ln, Edgerton, KS 66021 (191st St and Homestead	\$ 211,000	\$ -	TS	
23	Traffic Signals	32708 W. 199th St, Edgerton, KS 66021	\$ 211,000	\$ -	TS	
24	Street Lights	Waverly Road	\$ 222,300	\$ -	SL	
25	Street Lights	Homestead Ln Interchange	\$ 228,000	\$ -	SL	
26	Traffic Signals	191st Street & Waverly Rd.	\$ 211,000	\$ -	TS	
27	Government Offices	312B E. Nelson ST, Edgerton, KS	\$ -	\$ 15,000		
28-1	Essex Waste Water Lift Station	19129 Essex Street, Edgerton Ks.	\$ 750,000	\$ -	SW	
28-2	Essex Waste Water Lift Station - Generator	19129 Essex Street, Edgerton Ks.	\$ 100,000	\$ -	SW	
28-3	Essex Waste Water Lift Station - Vinyl Fence	19129 Essex Street, Edgerton Ks.	\$ 12,750	\$ -	SW	
29-1	Big Industrial Waste Water Lift Station	18517 Waverly Rd	\$ 370,000	\$ -	SW	
29-2	Big Industrial Waste Water Lift Station - Generator	18517 Waverly Rd	\$ 23,000	\$ -	SW	
29-3	Big Industrial Waste Water Lift Station - Vinyl Fence	18517 Waverly Rd	\$ 12,350	\$ -	SW	

[illegible]

City of Edgerton Vehicles March 2019

Edgerton Vehicles List 2019-2020 Renewal

Vehicle #	Year	Make	Model	Body Type	VIN	Dept
3	2001	Ford	F250	Pickup truck	1FTNF21L41EB39836	PW
4	2003	Chevy	Silverado	Pickup truck	1GCEC19Z43Z304694	UT
5	1991	Elgin	Pelican Sweeper	Truck	9135	PW
6	2014	Ford	F250	Pickup truck	1FT7W2B68FEA88530	PW
7	2014	Ford	F350	Pickup truck	1FTRF3B61FEA88528	PW
8	2015	Ford	F150 Supercab 4 X 4	Pickup truck	1FTEX1EPXFKD30819	CD
9	2015	Ford	F150 Supercab 4 X 4	Pickup truck	1FTEX1EP9FKE51454	CD
10	2016	Isuzu Elgin Broom Badger	Street Sweeper	Truck	JALE5W160G7303812	PW
11	2017	Ford	F350 4X4 Crew Cab w/plow	Pickup truck	1FT8W3B60HEE05312	PK
12	2017	Mack	Granite GU 432	Truck	1M2AX34C2HM010728	PW
13	2018	Lamar	Utility Trailer	Trailer	5RVUC12XJP056353	PK
14	2009	Trailer	With Sewer Jetter	Trailer	139KU21278C381582	UT
15	2018	Diamond C	13DECL24X102 Flatbed	Trailer	46UFU2426J1195966	PW
16	2018	Diamond C	48HDT-LPL24x82 Road Clipper	Trailer	46UFU2423J1203361	PW
17	1987	Starlight	Utility Trailer	Trailer	1HWFS162541	UT
18	2001	Ford	F250 4WD (Flat Bed)	Pickup truck	1FTNF21L7YEC85335	PW

City of Edgerton
Insurance Renewal 2019-2020

2019

Contractors Equipment

Item #	Year	Manufacturer	Model	Description	Serial #	Purchase Cost	Usefull Life		Curr Hours	Life Used	Life Left	% Life Left	Amount of Ins.	Purchase Date	Purchase Yr	Dept	Type
							Years	Hours									
Heavy Equipment																	
1	2017	Kubota	RTVX1100	Utility Vehicle	A5KC2GDBAHG034584	17,280		5000	430.6		4569	91%	15,792	10/2/2017	2017	PK	Heavy Equip
2	1993	Case Backhoe	580	Super K	JG01788453	31,567		6000	n/a				14,900			PW	Heavy Equip
3	2017	Caterpillar	PNG0729	12M3 AWD Motor Grader	CAT0112MHN9800409	278,000		10000	238		9762	98%	271,384	11/29/2017	2017	PW	Heavy Equip
4	2018	Volvo	DD25B	Roller	VCE0D25BF0H661034	35,490		5000	7		4993	100%	35,440	11/27/2018	2018	PW	Heavy Equip
5a	2017	Kubota	SSV75PHFRC	Skid Loader w/ Cab, Pilot Controls, Hydraulic Coupler	JKUS0751K00J23116	46,500		6000	322.3		5678	95%	44,002	11/29/2017	2017	PW	Heavy Equip
5b	2017	Kubota		Skid Steer Tooth Bucket	1031804K	incl w/Skid Loader	13			3	10	77%	incl w/Skid Loader	11/29/2017	2017	PW	Heavy Equip
5c	2017	Kubota		Skid Steer Smooth Bucket	1011803K	incl w/Skid Loader	13			3	10	77%	incl w/Skid Loader	11/29/2017	2017	PW	Heavy Equip
5d	2018	Kubota		Mill Head		13,480	13			2	11	85%	11,406	7/20/2018	2018	PW	Heavy Equip
6a	2017	John Deere		50G Compact Excavator	1FF050GXPGH284368	63,000		6000	171.1		5829	97%	61,203	12/21/2017	2017	PW	Heavy Equip
6b	2016	John Deere		Smooth Bucket	X2010041649	1,100	13			4	9	69%	762	8/19/2016	2016	PW	Heavy Equip
7a	2018	Mahindra	2555HTS Cab	Tractor Product #25554CHIL	55HCK00859	34,000		6000	83.4		5917	99%	33,527	8/16/2018	2018	PW	Heavy Equip
7b	2018	Mahindra	2555	Loader	55CL K00383	incl w/tractor	13			2	11	85%	incl w/tractor	8/16/2018	2018	PW	Heavy Equip
7c	2018	Mahindra		Aerator	K13361-1	3,350	13			2	11	85%	2,835	8/16/2018	2018	PW	Heavy Equip
7d	2018	KOD	KBSHD6	Heavy Duty 6' Box Blade	245749	1,172	10			2	8	80%	938	9/11/2018	2018	PW	Heavy Equip
8	1998	Case Uniloader	1840		JAF0248235	17,800		5000	n/a				8,500			UT	Heavy Equip

Mowers

9	2011	Simplicity	17 HP Pacer	Walk Behind Mower		2,099		1500	200		1300	87%	1,819	7/12/2011	2011	CD	Mower
10	2017	Hustler	HTE934935	Super Z HD 60 RD Mower	17073115	11,172		1500	129.1		1371	91%	10,210	9/28/2017	2017	PK	Mower
11	2017	Hustler	HTE934976	Super Z HD 72 RD Mower	17090534	11,377		1500	126.8		1373	92%	10,415	9/28/2017	2017	PK	Mower
12	2018	Wright Stander	WSZK61s61E8E-49s	61" Zero Turning Mower	107296EF	9,083		1500	91.1		1409	94%	8,531	4/26/2018	2018	PW	Mower
13	2015	Bad Boy	Outlaw	61" Zero Turn Mower	BB0612T74002151006	6,954		1500	159		1341	89%	6,217	5/29/2015	2015	UT	Mower

Sign Shop Equipment

14	2017	Graphtec	FC8600-130	54' Cutting Plotter		13,200	5			3	2	40%	5,280	9/28/2017	2017	PW	Plotter
15	2017	HSRA		Squeeze Roller		2,300	7			3	4	57%	1,314	9/28/2017	2017	PW	Plotter

Plows

16	2017	Kubota	V5289	72" Comm'l Plow Blade for UTV	21615504	5,278	10			3	7	70%	3,695	10/2/2017	2017	PK	Plow
17	2015	Henke	EXP11AK	Snow Plow	19053	11,746	10			5	5	50%	5,873	2/27/2015	2015	PW	Plow
18	2011	Monroe		11 ft snow blade	MP36R11-ISCT	8,205	10			9	1	10%	821		2011	PW	Plow
19	2017	Boss		8' - 10' EXT Snow Plow with Rubber deflector Kit	401167129 / 40125095	6,960	10			3	7	70%	4,872	10/26/2017	2017	PW	Plow
20	2017	Boss		8' - 10' EXT Snow Plow with Rubber deflector Kit	401240149/401250652	6,960	10			3	7	70%	4,872	10/24/2017	2017	PW	Plow
21	2014	Henke		V-Plow for Cat Motor Grader		25,000	10			5	5	50%	12,500	2/14/2015	2015	PW	Plow
22	2017	ARM		SPX 10 Ft Plow	7796	6,000	10			3	7	70%	4,200	9/14/2017	2017	PW	Plow
23	2017	Western		MVP Plow	17022110090376900	5,700	10			3	7	70%	3,990		2017	PW	Plow
24	2017	new plow just purchased		Snow Plow			10					0%	0		2019	PW	Plow

Small Equipment

25	2015	Cub Cadet	31DH975W710	Snow Blower	16174810153	3,200	15			5	10	67%	2,133		2015	PW	Small Equip
26	2016	Cornwell		Apprentice Tool Set		6,000	20			4	16	80%	4,800	12/9/2016	2016	PW	Small Equip
27	2016	Rotary	SM014	Vehicle Lift	FA7147	13,500	20			4	16	80%	10,800	12/31/2016	2016	PW	Small Equip

Spreaders

28	2015	Henke	HXC2000	V-box salt spreader	19148	23,128	10			5	5	50%	11,564	2/27/2015	2015	PW	Spreader
29	2017	Buyers		Salt Dogg - 8' Electric Stainless Steel Spreader	4780	5,100	10			3	7	70%	3,570		2017	PW	Spreader
30	2017	ARM		Tail Gate Spreader		3,000	10			3	7	70%	2,100	9/14/2017	2017	PW	Spreader

Scheduled Equip Total

620,266

Electronic Data Processing Equipment

*moved to a lump sum on policy

Equipment to Be Removed

	1980	FMC		Trailer Mounted Sewer Cleaner	A-238980	3,005							3,005				PW
	2016			SCADA System									90,000				
	2017			Phone System									24,000				

City Council Action Item

Council Meeting Date: March 28, 2019

Department: Public Works

Agenda Item: Consider Resolution No. 03-28-19B Approving A Five-Year/ City/County Street Improvement Program 2020-2024.

Background/Description of Item:

Each year, the cities in Johnson County are invited to submit projects to be considered for the five-year city/county street improvement program through the County Assistance Road System (CARS) program. The CARS program provides funds to the cities of Johnson County to construct and maintain their major arterial roadways. Today Edgerton has the following routes as approved CARS eligible routes: Nelson Street (West 8th Street to Sunflower Road); Sunflower Road (Nelson Street to 215th Street); West 8th Street (Highway 56 to Braun Street); Braun/207th Street (West 8th Street to Sunflower Road).

Using a scoring system, Johnson County selects and allocates funds. The County pays 50% of the project's construction and construction inspection costs. Cities are responsible for design, right-of-way, and utility relocation cost. Types of projects eligible for the CARS program are: Capacity Improvements (additional lanes), Major Maintenance (overlays, patching), System Management (intersection improvements, traffic signals, turn lanes, etc.), Bridge (replacement or rehabilitation), and Route Enhancements (sidewalk, bike paths, street lighting, etc.)

The City of Edgerton has submitted the 207th Street Grade Separation project for 2020 project submission year. The 207th Street Grade Separation project is an approved project on the LPKC List of Infrastructure Projects. The LPKC Agreement allocates a Total Project Budget of \$15,000,000 for this project, this is completely funded from the Public Infrastructure Fund in addition to the requested grant funding as part of the CARS submission for 2020.

Based on eligible CARS routes, staff has identified an additional project to consider for submission – Nelson Street Major Maintenance. Nelson Street last received significant maintenance in 2009 as part of the American Restoration and Recovery Act (ARRA) federal funding. Staff recommends the City Council consider including the Nelson Street Major Maintenance Project in 2021.

The East Nelson Street project would remove and replace the existing asphalt surface to E Nelson St (West 8th Street to East 3rd Street) as well as the intersections at East 3rd St, East 2nd St and W 1st St. This section of roadway will be replaced with Unified Bonded Asphalt Surface (UBAS) treatment. It would also include the necessary work to address base failures and localized curb and gutter repair as needed to fix any drainage issues or water ponding

issues along the project. Construction costs is estimated at \$155,000 with 50% (\$77,500) eligible for CARS funding.

Additionally, prior to City Council considering the CARS program next year, staff plans to pursue with Johnson County evaluating East 2nd Street to be considered as an eligible CARS route. Staff will work with Johnson County to understand the required parameters (i.e. traffic counts, connection to other CARS routes, etc). If East 2nd Street would become eligible for CARS funding in the future, staff would recommend City Council consider a reconstruction project to upgrade the street to concrete pavement with improved stormwater infrastructure to better accommodate the volume of large trucks on this route and particularly the loading movements coming from the Ottawa Co-op and other truck route traffic from I35.


Please find enclosed with the packet draft Resolution No. 03-28-19B with CARS Form A for 207th Grade Separation and East Nelson Street

Draft Resolution No. 03-28-19B is being reviewed by City Attorney who will provide any changes/comments during the City Council Meeting if necessary.

Related Ordinance(s) or Statue(s):

Funding Source: Public Infrastructure Fund – Approved List of Projects (LPKC)
County Assistance Road System (CARS)

Budget Allocated: \$15,000,000 Public Infrastructure Fund

x 

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: Approve Resolution 03-28-19B Approving A Five-Year City/County Street Improvement Program.</p>
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Enclosed: Draft Resolution 03-28-19B
207th Street Grade Separation CARS Form A
East Nelson Street CARS Form A

Prepared by:
Dan Merkh, Public Works Director
Trey Whitaker, Public Works Superintendent

RESOLUTION NO. 03-28-2019B

A RESOLUTION APPROVING A FIVE-YEAR CITY/COUNTY STREET IMPROVEMENT PROGRAM

WHEREAS, the City is desirous of obtaining County funds for certain street improvement projects within the City; and

WHEREAS, in order to have projects considered for the 2020-2024 CARS Program by the Johnson County Board of Commissioners, the Governing Body must submit a written five-year road improvement program request; and

WHEREAS, all requests must be accompanied by a resolution which provides that included projects have been reviewed and approved by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, that the attached Five-Year City/County Street Improvement Program has been reviewed and approved for submittal to the Johnson County Board of Commissioners as the City's 2020-2024 CARS Program request. This Resolution will become effective upon its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 28th DAY OF MARCH 2019.

ATTEST:

CITY OF EDGERTON, KANSAS

Rachel A. James, City Clerk

Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

City Council Action Item

Council Meeting Date: March 28, 2019

Department: Public Works

Agenda Item: Consider An Agreement With BG Consultants For Construction Administration and Observation Services for the Big Bull Creek Lift Station and Force Main and I-35 South Sanitary Sewer Main

Background/Description of Item:

On December 13, 2018, Edgerton City Council approved Project Authorizations for the Big Bull Creek Lift Station and Force Main and I35 South Sanitary Sewer Main projects. These two projects are needed to provide sanitary sewer service to the two one-million square foot warehouses under construction as part of the Kubota North American Distribution Center project under construction at Homestead Lane and 207th Street. These projects are the first to be constructed as part of the approved Sanitary Sewer Master Plan for Drainage Area 1 of Logistics Park Kansas City (LPKC) Phase II.

Similar to other large infrastructure projects constructed by the City of Edgerton, a critical component to the success of the construction of a new lift station and sewer main is partnering with a firm to perform the construction administration and observation services. For projects designed by an outside firm, Edgerton has contracted with BG Consultants to perform these services. BG Consultants has been an extremely valuable member of the infrastructure team as they have extensive knowledge of the recent infrastructure constructed in Edgerton and provide a balanced approach to construction inspection and observation.

BG Consultants has prepared the attached Agreement to provide the construction observation services for the Big Bull Creek Lift Station and Force Main and I35 Sanitary Sewer Main projects. The Agreement includes a scope of work to include such services as performing inspections, notification of the City of any significant issues/changes to the plans, providing detailed daily reports of construction activity, reviewing testing reports and pay estimates, etc.

The term of the Agreement anticipates the project will be complete by December 31, 2019. The Agreement includes an hourly rate schedule applicable for the term of the Agreement. The Agreement is structured similar to the Agreement for City Engineer services where the City is only billed for actual hours of work performed.

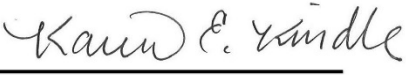
This project will be paid for initially by the City of Edgerton, but the City will be reimbursed at full cost by Edgerton Land Holding Company.

The Agreement is under review by the City Attorney. He will review with City Council any suggested revisions he may have.

Related Ordinance(s) or Statute(s): N/A

Funding Source: Reimbursement from Edgerton Land Holding Company

Budget Allocated: N/A

Finance Director Approval: **X** 
Karen Kindle, Finance Director

<p>Recommendation: Approve An Agreement With BG Consultants For Construction Administration and Observation Services for the Big Bull Creek Lift Station and Force Main and I-35 South Sanitary Sewer Main</p>

Enclosed:

- Draft Agreement with BG Consultants

Prepared by: Scott Peterson, Assistant City Administrator



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and CITY OF EDGERTON, KANSAS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Construction Administration and Observation Services for
Project Mustang Sanitary Sewer
Edgerton, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

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

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall 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 shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	David J. Hamby, P.E., CFM
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-727-7278

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.
- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT’s direct control, CONSULTANT’s role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT’s design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others,

CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.

- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name:	Dan Merkh
Address:	PO Box 255, 404 E. Nelson St.
	Edgerton, KS 66021
Phone:	913-893-6231

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and shall be completed on or before December 31, 2019. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 2, and reimbursable expenses not contemplated in this Agreement will be charged at actual cost plus ten (10) percent. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** Reimbursable expenses plus ten (10) percent shall be charged. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT,

delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.

- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 2. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit 2. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred as a result of the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement 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.

5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

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

5.12 SEVERABILITY CLAUSE

5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 20__.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Edgerton, Kansas

By:



By:

Printed Name:

David J. Hamby, P.E., CFM

Printed Name:

Title:

Vice President

Title:

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1
SCOPE OF SERVICES

Project Mustang Sanitary Sewer Improvements
Edgerton, Kansas

I. PROJECT LOCATION AND DESCRIPTION

- a. Provide professional services described as follows: Provide construction administration and observation services for the construction of the Project Mustang Sanitary Sewer Improvements in Edgerton, Kansas.

II. INFORMATION GATHERING

- a. Meet with Edgerton staff to determine specific project needs and general project desires of the CLIENT. Receive and review available information, reports and plans.

III. CONSTRUCTION OBSERVATION

- a. Perform construction observation of the Project as required.
- b. Keep CLIENT informed of any significant issues, problems, or changes to the plans during construction.
- c. Provide detailed daily reports of construction activity, review testing reports, calculate quantities and review pay requests, provide technical support in the field to City Staff, serve as the conduit for communication between the Contractor and the CLIENT, make recommendation on disposition of questionable product and attend progress meetings with the project team.
- d. Complete and submit paperwork and documentation required during the project and final paperwork and documentation to complete the project.
- e. At completion of project, assist the Design Engineer in providing as-built drawings to CLIENT for their permanent records.

IV. SCHEDULE

- a. Provide construction observation services on days and times as required to observe and document work being performed by the contractor.

EXHIBIT 2

COST AND SCHEDULE

2018 BG CONSULTANTS STANDARD HOURLY RATES		
POSITION		STANDARD PER HOUR 2018
PRINCIPAL 3		\$255.00
PRINCIPAL 2		\$225.00
PRINCIPAL		\$204.00
PROJECT ENGINEER IV		\$186.00
PROJECT ENGINEER III		\$163.00
PROJECT ENGINEER II		\$151.00
PROJECT ENGINEER I		\$128.00
SENIOR DESIGN ENGINEER		\$151.00
DESIGN ENGINEER		\$119.00
ASSISTANT DESIGN ENGINEER		\$103.00
ARCHITECT		\$195.00
PROJECT ARCHITECT		\$151.00
DESIGN ARCHITECT		\$115.00
ASSISTANT ARCHITECT		\$93.00
TECHNICIAN II		\$113.00
TECHNICIAN I		\$95.00
SENIOR CONSTRUCTION OBSERVER		\$110.00
CERTIFIED CONSTRUCTION OBSERVER		\$98.00
CONSTRUCTION OBSERVER		\$88.00
SENIOR PROJECT SURVEYOR		\$185.00
PROJECT SURVEYOR		\$136.00
ASSISTANT PROJECT SURVEYOR		\$84.00
FIELD SUPERVISOR		\$107.00
SURVEYOR II		\$77.00
SURVEYOR I		\$65.00
CAD SYSTEM AND OPERATOR		\$105.00
CLERICAL		\$59.00
Note: 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.		
2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.		
3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.		

EXHIBIT 3
SPECIAL PROVISIONS

None.

City Council Action Item

Council Meeting Date: March 28, 2019

Department: Community Development

Agenda Item: Consider Ordinance Nos. 2003 through 2006 Each Individually Adopting A Recommendation By The City Planning Commission To Approve Rezoning Applications ZA2019-01 Through ZA2019-04, Comprising Approximately 200 Acres Of Land [Generally Located at the Northeast Corner of Waverly Road and 207th Street] In Edgerton, Kansas From City of Edgerton A-G Zoning District To City Of Edgerton L-P Logistics Park Zoning District

Background/Description of Item: On January 25, 2019, the City of Edgerton received applications ZA2019-01 through ZA2019-04 from NPD Management LLC, requesting the rezoning of four parcels as outlined below:

Application/Ordinance Number	Property Owner	Acreage of Parcel
ZA2019-01/Ordinance 2003	East Kansas Land & Cattle, LLC	41.91 acres
ZA2019-02/Ordinance 2004	Hillsdale Farms, LLC	38.72 acres
ZA2019-03/Ordinance 2005	Hillsdale Farms, LLC	119.47 acres
ZA2019-04/Ordinance 2006	Wellsville Farms, LLC	.9 acres

These four parcels are adjacent to each other and are generally located at the northeast corner of Waverly Road and 207th Street. The parcels, annexed into the City of Edgerton on March 15, 2018, are currently zoned City of Edgerton A-G (Agricultural) District. This request is to rezone the parcels to L-P, Logistics Park District (L-P) to accommodate future intermodal-related, logistics park development as part of Logistics Park Kansas City, Phase II.

Staff reviewed these rezoning applications with respect to the Edgerton Comprehensive Plan, the Edgerton Unified Development Code Zoning and Subdivision Regulations, and the laws of the State of Kansas, in particular the "Golden Criteria" as established by the Supreme Court of Kansas in 1978. In order to facilitate the presentation to the Planning Commission and avoid redundancy, one staff report (included) was prepared for the Planning Commission. However, each parcel was reviewed independently and evaluated based upon its own merits in relation to the Golden Criteria. The Planning Commission held four individual Public Hearings on March 12, 2019 regarding these rezoning requests. The Planning Commission recommended approval of all four applications subject to the following stipulations:

1. All infrastructure requirements of the City shall be met.
2. All platting requirements of the City shall be met.
3. All Site Plan application requirements of the City shall be met.
4. Prior to issuance of building permits, the property shall have an approved Site Plan reviewed and approved by the City.

Related Ordinance(s) or Statute(s): K.S.A. 12-715b, K.S.A. 12-741, et. Seq. to K.S.A. 12-771 – Establishment of the Unified Development Code

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approval of Ordinance Nos. 2003 through 2006, Each Individually Adopting A Recommendation By The City Planning Commission To Approve Rezoning Applications ZA2019-01 Through ZA2019-04, Comprising Approximately 200 Acres Of Land [Generally Located at the Northeast Corner of Waverly Road and 207th Street] In Edgerton, Kansas From City of Edgerton A-G (Agricultural) District, To City Of Edgerton L-P (Logistics Park) Zoning District

Enclosed:

- Ordinance Nos. 2003 through 2006
- Staff Report from March 12, 2019 Planning Commission Meeting including Applications ZA-2019-01 through ZA2019-04
- Draft minutes of March 12, 2019 Planning Commission Meeting

Prepared by: Katy Crow, Development Services Director

ORDINANCE NO. 2003

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION ZA2019-01 FOR THE REZONING OF APPROXIMATELY 41.91 ACRES OF LAND [GENERALLY LOCATED AT THE NORTHEAST CORNER OF WAVERLY ROAD AND 207TH STREET] IN EDGERTON, KANSAS FROM CITY OF EDGERTON "A-G" (AGRICULTURAL) DISTRICT TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT

WHEREAS, the Planning Commission of the City of Edgerton, Kansas received a request on January 24, 2019 from East Kansas Land & Cattle, LLC, the owner(s) of approximately 41.91 acres of land, generally located at the northeast corner of Waverly Road and 207th Street in Edgerton, Kansas to rezone that property from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District; and

WHEREAS, following a public hearing in front of the Planning Commission on March 12, 2019 the Planning Commission has recommended that the rezoning request for that property – from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District -- be approved subject to certain conditions; and

WHEREAS, all required newspaper and mailing notifications were performed.

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

Section 1. That the following legally described property (generally located northeast of the intersection of Waverly Road and 207th Street) is hereby rezoned from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District, and that City Staff is hereby directed to reflect said rezoning in the City's Official Zoning map and other City records:

All that part of an unplatted tract of land in the Northwest ¼ of Section 11, Township 15 South, Range 22 East, in Johnson County, Kansas described as follows:

Commencing at the Northwest corner of the Northwest ¼ Section 11, Township 15 South, Range 22 East; thence North 88 degrees 20 minutes 31 seconds East, along the North line of said northwest Quarter, a distance of 1650.52 feet to a point on the East line of a deed, as established in Book 200905, Page 001098, the POINT OF BEGINNING; thence North 88 degrees 20 minutes 31 seconds East, departing the East line of said deed, continuing along said North line, a distance of 60.12 feet to a point on the West line of the East 30 Acres of Northeast Quarter of said Northwest Quarter; thence South 02 degrees 05 minutes 12 seconds East, departing said North line, along the West line of said East 30 Acres, a distance of 1316.61 feet to a point on the South line of the Northeast Quarter of the Northwest Quarter of said Section 11, said point also being the Southwest corner of said East 30 Acres; thence North 88 degrees 21 minutes 07 seconds East, along the South line of said East 30 Acres and along the south line of the Northeast Quarter of said Northwest Quarter, a distance of 992.57 feet to the Southeast corner of the Northeast Quarter of said Northwest Quarter; thence South 02 degrees 05

minutes 12 seconds East, departing the South line of said East 30 Acres along the East line of the Southeast Quarter of said Northwest Quarter, a distance of 1316.78 feet to the Southeast corner of said Northwest Quarter; thence South 88 degrees 21 minutes 42 seconds West, along the South line of said Northwest Quarter, a distance of 1346.43 feet to the Southeast corner of Mertz Addition, a subdivision in the Southwest Quarter of the Northwest Quarter of Section 11, Township 15 South, Range 22 East of the 6th Principal Meridian, Johnson County, Kansas, said corner also being the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 11; thence North 02 degrees 11 minutes 57 seconds West, departing said South line, along the West line of the Southeast Quarter of said Northwest Quarter and along the East line of said Mertz Addition, a distance of 655.62 feet to the Northeast corner of said Mertz Addition; thence North 88 degrees 22 minute 30 seconds East, along the Easterly extension of the North line of said Mertz Addition, a distance of 30.10 feet to point; thence North 01 degree 45 minutes 10 seconds West, departing said Easterly extension, a distance of 660.93 feet to a point on the south line of a deed established in said Book 200905, Page 001098, said point also lying on the South line of the Northeast Quarter of the Northwest Quarter of said Section 11; thence North 88 degrees 21 minutes 07 seconds east along the South line of said deed, and along the South line of the Northeast Quarter of said Northwest Quarter, a distance of 261.08 feet to the Southeast corner of said deed; thence North 02 degrees 05 minutes 12 seconds West, departing the South line of the Northeast Quarter of said Northwest Quarter, along the East line of said deed, a distance of 1316.60 feet to the POINT OF BEGINNING, except part in road.

Section 2. The above rezoning is expressly conditioned on the following:

- a) All infrastructure requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- b) All platting requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- c) All Site Plan application requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- d) Prior to issuance of building permits, the property shall have a Site Plan which has been reviewed and approved by the City.

Section 3. That the Governing Body, in making its decision on the rezoning, considered City Staff's comments and recommendations. The Governing Body also based its decision on the following criteria:

- a) The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
- b) Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties.
- c) The extent to which the zoning amendment may detrimentally affect nearby property has been addressed.
- d) The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial.
- e) Consistency with the Comprehensive Plan, Utilities and Facilities Plans, Capital Improvement Plan, Area Plans, ordinances, policies, and applicable City Code of the

City of Edgerton.

Section 4. This ordinance shall take effect from and after its publication once in the official city newspaper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 28th DAY OF MARCH 2019.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Rachel James, City Clerk

APPROVED AS TO FORM:

Lee Hendricks, City Attorney

ORDINANCE NO. 2004

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION ZA2019-02 FOR THE REZONING OF APPROXIMATELY 38.72 ACRES OF LAND [GENERALLY LOCATED AT THE NORTHEAST CORNER OF WAVERLY ROAD AND 207TH STREET] IN EDGERTON, KANSAS FROM CITY OF EDGERTON "A-G" (AGRICULTURAL) DISTRICT TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT

WHEREAS, the Planning Commission of the City of Edgerton, Kansas received a request on January 24, 2019 from Hillsdale Farms, LLC, the owner(s) of approximately 38.72 acres of land, generally located at the northeast corner of Waverly Road and 207th Street in Edgerton, Kansas to rezone that property from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District; and

WHEREAS, following a public hearing in front of the Planning Commission on March 12, 2019 the Planning Commission has recommended that the rezoning request for that property – from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District -- be approved subject to certain conditions; and

WHEREAS, all required newspaper and mailing notifications were performed.

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

Section 1. That the following legally described property (generally located northeast of the intersection of Waverly Road and 207th Street) is hereby rezoned from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District, and that City Staff is hereby directed to reflect said rezoning in the City's Official Zoning map and other City records:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS, LEGALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 02°17'37" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°21'42" EAST A DISTANCE OF 208.71 FEET; THENCE NORTH 02°17'37" WEST A DISTANCE OF 183.71 FEET; THENCE NORTH 88°21'42" EAST ALONG A LINE 25 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1137.68 FEET; THENCE SOUTH 02°12'06" EAST A DISTANCE OF 1295.12 FEET; THENCE SOUTH 88°25'25" WEST A DISTANCE OF 1344.33 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°17'37" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1109.98 FEET TO THE POINT OF BEGINNING.

Section 2. The above rezoning is expressly conditioned on the following:

- a) All infrastructure requirements of the City for a property located in the "L-P"

- Logistics Park District shall be met.
- b) All platting requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
 - c) All Site Plan application requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
 - d) Prior to issuance of building permits, the property shall have a Site Plan which has been reviewed and approved by the City.

Section 3. That the Governing Body, in making its decision on the rezoning, considered City Staff's comments and recommendations. The Governing Body also based its decision on the following criteria:

- a) The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
- b) Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties.
- c) The extent to which the zoning amendment may detrimentally affect nearby property has been addressed.
- d) The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial.
- e) Consistency with the Comprehensive Plan, Utilities and Facilities Plans, Capital Improvement Plan, Area Plans, ordinances, policies, and applicable City Code of the City of Edgerton.

Section 4. This ordinance shall take effect from and after its publication once in the official city newspaper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 28th DAY OF MARCH 2019.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Rachel James, City Clerk

APPROVED AS TO FORM:

Lee Hendricks, City Attorney

ORDINANCE NO. 2005

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION ZA2019-03 FOR THE REZONING OF APPROXIMATELY 119.47 ACRES OF LAND [GENERALLY LOCATED AT THE NORTHEAST CORNER OF WAVERLY ROAD AND 207TH STREET] IN EDGERTON, KANSAS FROM CITY OF EDGERTON "A-G" (AGRICULTURAL) DISTRICT TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT

WHEREAS, the Planning Commission of the City of Edgerton, Kansas received a request on January 224, 2019 from Hillsdale Farms, LLC the owner(s) of approximately 119.47 acres of land, generally located at the northeast corner of Waverly Road and 207th Street in Edgerton, Kansas to rezone that property from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District; and

WHEREAS, following a public hearing in front of the Planning Commission on March 12, 2019 the Planning Commission has recommended that the rezoning request for that property – from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District -- be approved subject to certain conditions; and

WHEREAS, all required newspaper and mailing notifications were performed.

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

Section 1. That the following legally described property (generally located northeast of the intersection of Waverly Road and 207th Street) is hereby rezoned from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District, and that City Staff is hereby directed to reflect said rezoning in the City's Official Zoning map and other City records:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 15 SOUTH, RANGE 22 EAST, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 02°17'37" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1318.69 FEET; THENCE NORTH 88°25'25" EAST A DISTANCE OF 1344.33 FEET; THENCE NORTH 02°12'06" WEST A DISTANCE OF 1320.12 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 88°21'42" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1346.43 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 02°06'36" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2643.11 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88°29'09" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2684.47 FEET TO THE PONT OF BEGINNING.

Section 2. The above rezoning is expressly conditioned on the following:

- a) All infrastructure requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- b) All platting requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- c) All Site Plan application requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- d) Prior to issuance of building permits, the property shall have a Site Plan which has been reviewed and approved by the City.

Section 3. That the Governing Body, in making its decision on the rezoning, considered City Staff's comments and recommendations. The Governing Body also based its decision on the following criteria:

- a) The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
- b) Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties.
- c) The extent to which the zoning amendment may detrimentally affect nearby property has been addressed.
- d) The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial.
- e) Consistency with the Comprehensive Plan, Utilities and Facilities Plans, Capital Improvement Plan, Area Plans, ordinances, policies, and applicable City Code of the City of Edgerton.

Section 4. This ordinance shall take effect from and after its publication once in the official city newspaper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 28th DAY OF MARCH 2019.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Rachel James, City Clerk

APPROVED AS TO FORM:

Lee Hendricks, City Attorney

ORDINANCE NO. 2006

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE CITY OF EDGERTON PLANNING COMMISSION TO APPROVE APPLICATION ZA2019-04 FOR THE REZONING OF APPROXIMATELY .9 ACRES OF LAND [GENERALLY LOCATED AT THE NORTHEAST CORNER OF WAVERLY ROAD AND 207TH STREET] IN EDGERTON, KANSAS FROM CITY OF EDGERTON "A-G" (AGRICULTURAL) DISTRICT TO CITY OF EDGERTON "L-P" (LOGISTICS PARK) ZONING DISTRICT

WHEREAS, the Planning Commission of the City of Edgerton, Kansas received a request on January 24, 2019 from Wellsville Farms, LLC the owner(s) of approximately .9 acres of land, generally located at the northeast corner of Waverly Road and 207th Street in Edgerton, Kansas to rezone that property from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District; and

WHEREAS, following a public hearing in front of the Planning Commission on March 12, 2019 the Planning Commission has recommended that the rezoning request for that property – from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District -- be approved subject to certain conditions; and

WHEREAS, all required newspaper and mailing notifications were performed.

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

Section 1. That the following legally described property (generally located northeast of the intersection of Waverly Road and 207th Street) is hereby rezoned from City of Edgerton "A-G" (Agricultural) District to City of Edgerton "L-P" (Logistics Park) District, and that City Staff is hereby directed to reflect said rezoning in the City's Official Zoning map and other City records:

ONE SQUARE ACRE OF LAND IN THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, EXCEPT THAT PART IN STREETS AND ROADS.

Section 2. The above rezoning is expressly conditioned on the following:

- a) All infrastructure requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- b) All platting requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- c) All Site Plan application requirements of the City for a property located in the "L-P" Logistics Park District shall be met.
- d) Prior to issuance of building permits, the property shall have a Site Plan which has been reviewed and approved by the City.

Section 3. That the Governing Body, in making its decision on the rezoning, considered City Staff's comments and recommendations. The Governing Body also based

its decision on the following criteria:

- a) The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space.
- b) Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties.
- c) The extent to which the zoning amendment may detrimentally affect nearby property has been addressed.
- d) The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial.
- e) Consistency with the Comprehensive Plan, Utilities and Facilities Plans, Capital Improvement Plan, Area Plans, ordinances, policies, and applicable City Code of the City of Edgerton.

Section 4. This ordinance shall take effect from and after its publication once in the official city newspaper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 28th DAY OF MARCH 2019.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

Rachel James, City Clerk

APPROVED AS TO FORM:

Lee Hendricks, City Attorney

STAFF REPORT

March 12, 2019

To: Edgerton Planning Commission
Fr: Chris Clinton, Planning and Zoning Coordinator
Re: Applications **ZA2019-01, ZA2019-02, ZA2019-03, and ZA2019-04** - Rezoning of four (4) parcels of land generally located at the northeast corner of Waverly Road and 207th Street, and south of 199th Street.

APPLICATION INFORMATION

Applicant: Brett Powell, Agent
NPD Management, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

Property Owners: Wellsville Farms, LLC,
Hillsdale Farms, LLC, and
East Kansas Land & Cattle Company, LLC
4187 Louisiana Ter
Ottawa, KS 66067

Requested Action: Rezoning from City of Edgerton A-G (Agricultural) Zoning District to City of Edgerton L-P (Logistics Park) Zoning District.

Legal Description: A tract of land in the Northeast Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas and tracts of land in the Southwest Quarter of Section 11, Township 15 South, Range 22 East; see attached applications for complete legal description by parcel.

Site Address/Location: Generally located south of 199th Street and northeast of the corner of 207th Street and Waverly Road

Existing Zoning and Land Uses: City of Edgerton Agricultural (A-G)

Existing Improvements: None.

Site Size: 201 acres

REASON FOR REZONING REQUEST:

This rezoning is being requested for future intermodal-related, logistics park development. These properties were annexed into the City of Edgerton on March 15, 2018 as part of the Phase II expansion of Logistics Park Kansas City (LPKC). LPKC is a 1,700-acre master-planned distribution and

warehouse development anchored by the Burlington Northern Santa Fe Railway (BNSF) intermodal facility, which opened in late 2013 and is located approximately two miles north and west of the subject sites. Companies located within LPKC benefit from significant transportation savings with direct access to heavy-haul corridors.

The subject properties are outlined in red and shown on the following maps. **Figure 1** shows the parcels to be rezoned and the parcel numbers per Johnson County AIMS. **Figure 2** is color coded to show the current zoning designation for both the parcels requesting rezoning and the adjacent parcels.

Color coding is designated as follows:

- Green – RUR (Rural) or AG (Agricultural). The RUR zoning designation is for unincorporated Johnson County parcels and is defined as *rural, agricultural uses and single-family dwellings, 10-acre minimum lot size*. The AG Agricultural zoning designation is a City of Edgerton zoning designation for agricultural parcels.
- Purple – LP (Logistics Park) District. The LP zoning designation is a City of Edgerton zoning designation for parcels containing Logistics Park zoning and operations. The parcel shown in purple in Figure 2 is currently vacant.

Figure 1

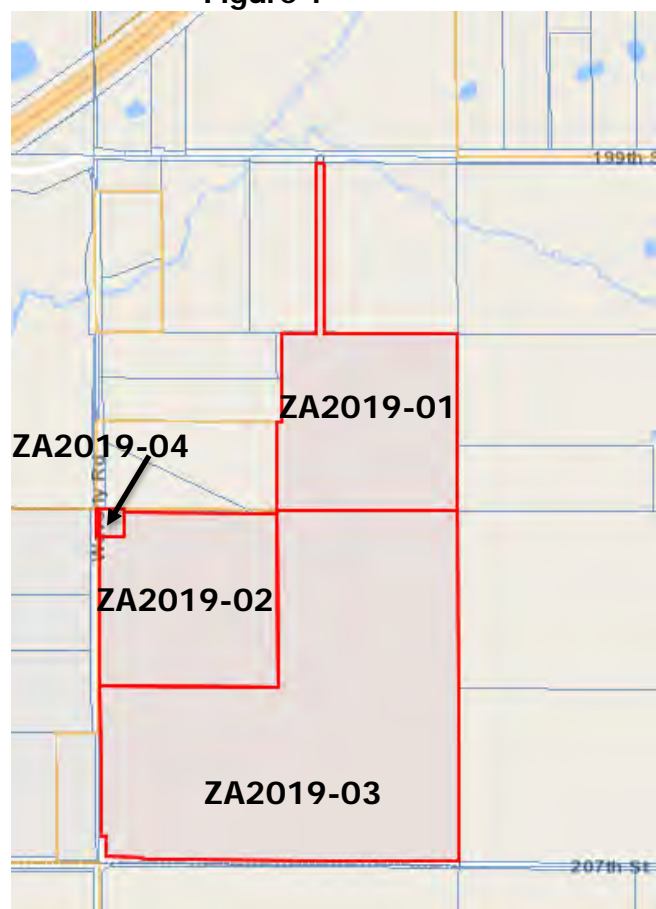
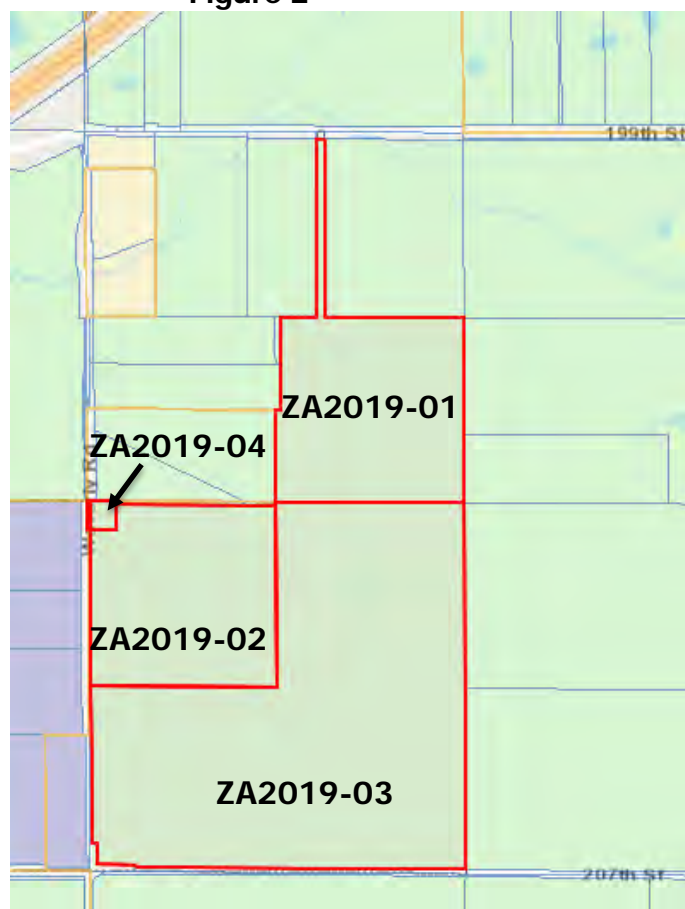


Figure 2

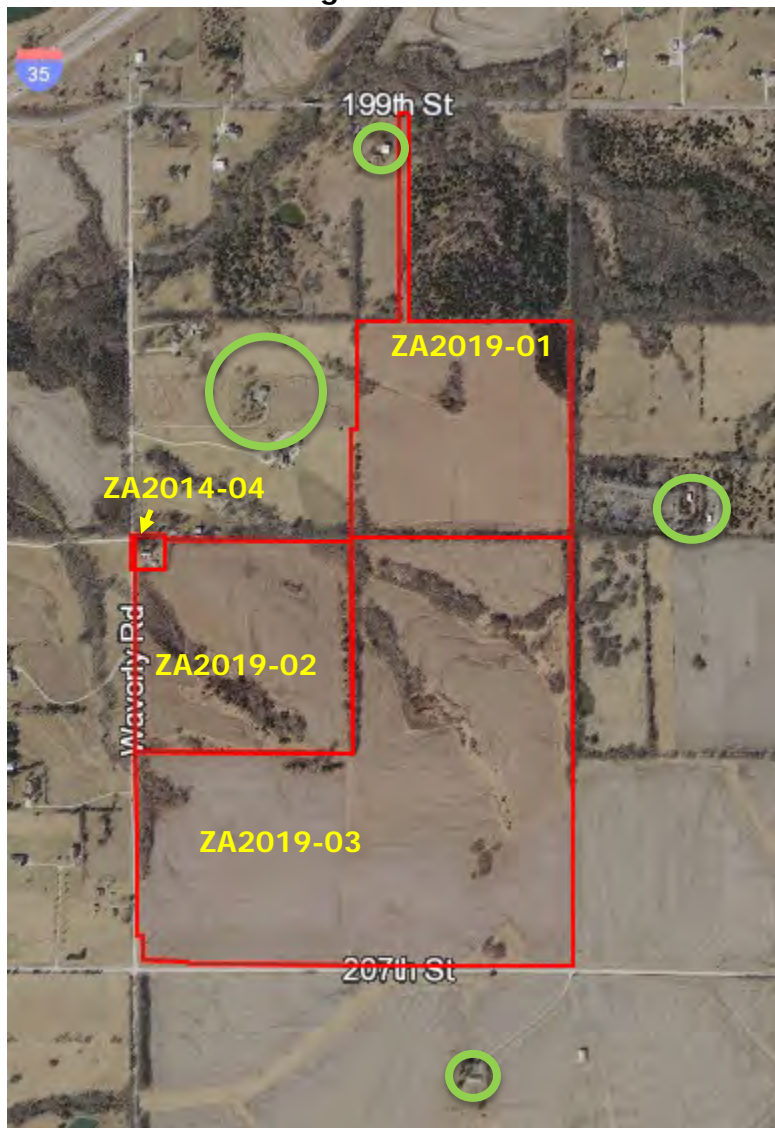


Adjacent zoning designation for each parcel to be rezoned is as follows:

- **ZA2019-01** – RUR zoning designation on parcels north, east and west; AG zoning designation on parcels to the south.
- **ZA2019-02** – RUR zoning designation on parcel north; AG zoning on parcels south and east; LP zoning designation on parcels to the west.
- **ZA2019-03** – RUR zoning designation on parcels north, south and east; LP zoning designation to the west.
- **ZA2019-04** – RUR zoning designation on parcels north, south and east; LP zoning designation to the west.

Figure 3 below shows aerial pictography which allows the viewing of buildings and/or structures on adjacent parcels. Those are circled in green.

Figure 3



INFRASTRUCTURE AND SERVICES

1. Access to the parcels would be from 207th Street, Waverly Road, and 199th Street.
2. Utilities and service providers.
 - a. Water - Johnson County Water District #7
 - b. Sanitary Sewer - City of Edgerton
 - c. Electrical Service - Kansas City Power & Light
 - d. Gas Service – Kansas Gas Service
 - e. Police services are provided by the City of Edgerton through the Johnson County Sheriff's Office
 - f. Fire protection is provided by Johnson County Fire District #1
3. Property is located within the Bull Creek watershed.

PROPERTY ZONING HISTORY

The subject properties were annexed into the City of Edgerton on March 15, 2018. Prior to that, the property was in unincorporated Johnson County and as of this application the parcels remain zoned City of Edgerton Agricultural (A-G).

STAFF ANALYSIS

The applicant has requested rezoning to Logistics Park (L-P) District. The City's Unified Development Code (UDC) states the purpose of the L-P District is to create a limited multimodal industrial zone that provides for modern type industrial uses or industrial park to support activities related to trade, rail and other transport services. Limitations are placed on the uses in the district to significantly restrict the outside activities and outside storage of materials, noise, vibration, etc. The UDC also states manufacturing uses should be conducted within a totally enclosed building. The conduction of outdoor activities and outdoor storage is not allowed. External effects such as excessive noise or odor should not extend beyond the property lines.

Permitted uses within the L-P District include warehousing/distribution centers; motor freight transportation terminals; manufacturing, processing, fabrication or assembly of commodity – limited; along with other permitted uses.

Staff has reviewed this rezoning application with respect to the Edgerton Unified Development Code, the laws of Kansas, and the "Golden Criteria" as established by the Supreme Court of Kansas in 1978. The following is staff's review.

1. **Need for the Proposed Change** - The applicant has requested L-P Zoning District designation to allow construction of projects similar to other projects in L-P zoned areas. Given the parcels' proximity to LPKC Phases I and II, the BNSF Railway intermodal facility and I-35, L-P District zoning is the most compatible designation for these uses.
2. **Magnitude of the Change** - The existing City zoning of these parcels is for Agricultural purposes only. Due to the unexpected pace of development in Phase I of LPKC, the need to expand has grown. These parcels are part of the area which would comprise the Phase II expansion of LPKC. The Comprehensive Plan for the City of Edgerton does not currently address properties south of I-35, however the proposed rezonings are compatible with the spirit and intent of future development as outlined by both the Edgerton Comprehensive Plan and the Southwest Johnson County Area Plan. Due to the property's proximity to LPKC, the BNSF Railway intermodal facility, I-35 and the Homestead Interchange, the magnitude of the

change is not considered extreme or rare when property is being developed for its planned end use, industrial development.

3. **Whether or not the change will bring harm to established property rights** - The subject properties are surrounded by undeveloped acreage and low-density rural single-family residential. If rezoned L-P, as requested, a separate Site Plan review and approval will be required before any building permits would be issued. Part of a Site Plan review would include attention to buffering and setbacks, stormwater management and transition of uses between adjoining properties and any proposed industrial use. This Site Plan review will help mitigate impact that might occur to adjacent properties.
4. **Effective use of Land** - L-P District permitted uses at these locations are an effective and efficient use of the property due to its proximity to the BNSF Railway intermodal facility, LPKC and the I-35 interstate system.
5. **The extent to which there is a need in the community for the uses allowed in the proposed zoning** - Construction of warehousing, distribution, limited manufacturing and related uses near the intermodal facility allows an inland port for goods in transit, by reducing truck traffic in the surrounding area and allowing for more efficient use of the supply chain.
6. **The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space** – These parcels are located adjacent to the new 207th Street corridor and Kubota Tractor North American Distribution Center, the first development in LPKC Phase II. Continued development of the area includes intermodal related uses. With the extensive road improvements, including the interchange at I-35 and Homestead Lane and the improvements on 207th Street, the character of the area is changing from rural to industrial. There are some parcels nearby which are zoned RUR which contain single family homes. However, the residential density in this area is lower than some of the parcels adjacent to development in Phase I of LPKC. The site plan review process can mitigate impacts to adjacent properties with the proper attention to buffering and setbacks, stormwater management, and transition of uses.
7. **Compatibility of the proposed zoning and uses permitted therein with the zoning and uses of nearby properties** - The proposed zoning is compatible with the planned future uses of the surrounding property, specifically to the west. The City's Unified Development Code (UDC) states that the purpose of the L-P District is to create a limited multimodal industrial zone which provides for modern types of industrial uses or an industrial park. Limitations are placed on uses in the district to significantly restrict outside activities and the outside storage of materials, noise, vibration, etc. The site plan review process can mitigate impacts to adjacent properties with the proper attention to buffering and setbacks, stormwater management, and transition of uses.
8. **Suitability of the uses to which the property has been restricted under its existing zoning** - The existing Edgerton A-G zoning of the applicant properties is viewed as a holding designation related to the annexation of the parcels. The Edgerton A-G zoning is primarily for agricultural use. An industrial use on a property zoned for agriculture, would not be compatible or appropriate. Therefore, a rezoning to the L-P District is the most appropriate designation for the proposed use.
9. **Length of time the subject property has remained vacant under the current zoning designation** - Based upon available aerial photography, the properties were agricultural use in unincorporated Johnson County, prior to annexation into the City of Edgerton in 2018.
10. **The extent to which the zoning amendment may detrimentally affect nearby property** - The proposed zoning is compatible with the planned future uses of the

surrounding property, specifically to the west. The City's Unified Development Code (UDC) states the purpose of the L-P District is to create a limited multimodal industrial zone that provides for modern types of industrial uses or an industrial park. Limitations are placed on uses in the district to significantly restrict outside activities and the outside storage of materials, noise, vibration, etc. The site plan review process can mitigate impacts to adjacent properties with the proper attention to buffering and setbacks, stormwater management, and transition of uses.

11. **Consideration of rezoning applications requesting Planned Development Districts (PUD) for multifamily and non-residential uses should include architectural style, building materials, height, structural mass, siting, and lot coverage** - This is not a request for a PUD.
12. **The availability and adequacy of required utilities and services to serve the uses allowed in the proposed zoning. These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services** – Homestead Lane and 207th Street are currently being upgraded into a four-lane, concrete roadway built to accommodate LPKC traffic. This upgrade includes the installation of new utility services to adjacent properties. Water 7, Kansas Gas, KCPL and Century Link have all updated their infrastructure to service adjacent parcels.
13. **The extent to which the uses allowed in the proposed zoning would adversely affect the capacity or safety of that portion of the road network influenced by the uses, or present parking problems in the vicinity of the property** – Homestead Lane and 207th Street are under construction to accommodate the traffic that will accompany the Phase II expansion of LPKC. The City is in discussions regarding any improvements that will be required for Waverly Road or other adjacent streets. On-street parking will not be allowed, and the developer will need to provide adequate off-street parking for any development projects.
14. **The environmental impacts that the uses allowed in the proposed zoning would create (if any) including, but not limited to, excessive storm water runoff, water pollution, air pollution, noise pollution, excessive nighttime lighting or other environmental harm** - The City will follow National Pollutant Discharge Elimination System (NPDES) guidelines and stormwater management requirements which require any application to address runoff and water pollution mitigation measures as part of the development of the property. Mitigation of pollution in the form of air, noise, light, etc., will be addressed as part of the Site Plan review process.
15. **The economic impact on the community from the uses allowed in the proposed zoning** - Uses allowed in the L-P District, have the potential to benefit the residents and community in a positive way by providing jobs, economic opportunities and tax revenues to respective jurisdictions.
16. **The relative gain (if any) to the public health, safety, and welfare from a denial of the rezoning application as compared to the hardship imposed upon the rezoning applicant from such denial** - There would be little relative gain, if any, to the public health, safety, and welfare from the denial of these zoning applications. However, the City would be adversely impacted due to the lost opportunities for jobs, economic activity and tax revenue if the anticipated logistics park uses and facilities were to locate in another community.
17. **Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton** - Due to the unexpected pace of development in Phases I and II of Logistics Park Kansas City, the Comprehensive Plan for

the City of Edgerton does not currently address properties south of I-35. However, the proposed rezoning is compatible with the spirit and intent of future development outlined by both the Edgerton Comprehensive Plan and the Southwest Johnson County Area Plan.

18. **The recommendation of professional staff** - See Recommendation below.

Recommendation:

City staff recommends **approval** of the proposed rezoning applications ZA2019-01, ZA2019-02, ZA2019-03 and ZA2019-04 from City of Edgerton Agricultural (A-G), to City of Edgerton Logistics Park District (L-P) with the following stipulations:

1. All infrastructure requirements of the City shall be met;
2. All platting requirements of the City shall be met;
3. All Site Plan application requirements of the City shall be met;
4. Prior to issuance of building permits, the property shall be developed in accordance with a Site Plan reviewed and approved by the City.

Attachments:

- Applications for Rezoning ZA2019-01, ZA2019-02, ZA2019-03, ZA2019-04
- City of Edgerton Future Land Use Map

LOCATION OF ADJACENT SUBJECT PROPERTY: Reference attached parcel map

PURPOSE FOR REZONING: Anticipated L-P Development

REQUESTED REZONING CHANGE: FROM A-G TO L-P
(Current Zoning) (Proposed Zoning)

LEGAL DESCRIPTION: Reference attached legal description

CURRENT LAND USE: Agricultural

PROPERTY OWNER'S NAME(S): East Kansas Land & Cattle, LLC PHON : 816.888.7380

COMPANY: _____ FAX: _____

MAILING ADDRESS: 4187 Louisiana Ter, Ottawa, KS 66067
Street City State Zip

APPLICANT/AGENTS NAME(S): Brett Powell PHONE: 816.888.7380

COMPANY: NorthPoint Development, LLC FAX: _____

MAILING ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150
Street City State Zip

ENGINEER/ARCHITECT'S NAME(S): _____ PHONE: 816.888.7380

COMPANY: NP StudioNorth, LLC FAX: _____

MAILING ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150
Street City State Zip

SIGNATURE OF OWNER OR AGENT: _____
If not signed by owner, authorization of agent must accompany this application.

FOR OFFICE USE ONLY

Case No.: ZA 2019-01 Amount of Fee Paid: \$ 250- Date Fee Paid: 1/25/2019, ck 10023
Received By: K. Crow Date of Hearing: 3/12/2019

REZONING INSTRUCTIONS

CERTIFIED LETTERS: The applicant will be responsible for mailing notices (see attached Property Owner Notification Letter) of the public hearing for the requested rezoning by certified mail, return receipt requested, to all owners of land within the notification area: two hundred (200) feet within the city limit, one thousand (1,000) feet in the unincorporated area of the subject property. These notices must be sent a minimum of twenty (20) days prior to the public hearing. Information regarding ownership

If the land within the notification area can be obtained from the Johnson County Department of Records and Tax Administration, or through a title insurance company (preferred method). A list of property owners within the notification area must be submitted with the application. In addition, the responsible fire protection district (if any), affected school districts, affected park districts and affected sanitary and/or drainage district shall appear on a separate list of notification. Additional parties, specified by the applicant, may appear on the notification list.

AFFIDAVIT OF COMPLIANCE: An affidavit (see attached Property Owner Notification Affidavit) concerning the mailing of property owner notification letters must be returned to the office of the City Clerk by no later than the Thursday preceding the public hearing.

PLANNING COMMISSION REVIEW AND DECISION: The Edgerton Planning Commission meets in the City Hall on the second Tuesday of every month. The agenda and staff reports will be available prior to the public hearing. The chairperson will open the public hearing for each case to hear presentations by the City staff, the owner or authorized agent, and the audience, respectively. After everyone has had the opportunity to speak, the Planning Commission will close or continue the public hearing to a later date. After the public hearing is closed, discussion will be limited to the Planning Commission and action will be taken in the form of a recommendation for approval or denial to the Governing Body.

PROTEST PERIOD: After the conclusion of the public hearing, a fourteen (14) day protest period begins. During the protest period, property owners within the notification area of the subject property may file a petition indicating their protest to the requested rezoning in the office of the City Clerk. The submission of valid protest petitions from property owners of twenty (20) percent of the land within the notification area of the subject property within the allotted time will require a three-quarter (¾) vote for approval by the Governing Body. Copies of protest petitions may be obtained in the office of the City Clerk.

GOVERNING BODY ACTION: After the protest period has concluded, the application will be placed on an agenda for the Governing Body Action (typically within thirty (30) days after the conclusion of the public hearing). The Governing Body will review the transcript of the public hearing and the recommendation of the Planning Commission and will take action by concurring with or overriding the Planning Commission recommendation, or by returning the request to the Planning Commission.

CHECKLIST

The following items shall be submitted with the rezoning application. All materials shall be submitted by applicant to the City Clerk at least 30 days in advance of a public hearing.

- ☐ Title or other suitable proof of ownership to the subject property.
- ☐ Legal description of the subject property either in the form of a certificate of survey or a lot and block reference to the official City Map.
- ☐ Sketch of the subject property drawn to scale that details the lot lines, existing features or building, drives and adjacent buildings, and the current use of existing buildings.
- ☐ Any supporting material as requested by the Zoning Administrator depending on the magnitude of the change and the possibility of detrimental effects on surrounding properties. Supporting materials may include, but are not limited to:
 - ☐ Topography at an appropriate scale
 - ☐ A Certificate of Survey
 - ☐ Environmental assessment
 - ☐ Surface water discharge analysis
 - ☐ Facilities and utilities suitability analysis
 - ☐ An analysis of existing wells, tanks and other sub-structures
 - ☐ Traffic and parking analysis
- ☐ List of the names and addresses of owners of all property situated within two hundred (200) feet of the property lines of the subject site. See details in instructions

PROPERTY OWNER NOTIFICATION LETTER

Case No.: RZ- _____

Dear Sir or Madam:

This letter is to notify you that a public hearing will be held at the Edgerton Community Building, 404 E. Nelson St., Edgerton, Kansas, to consider a rezoning change request from A-G

(current zoning) to L-P

(proposed zoning), on the following described tract of land:

Legal Description: Reference attached Exhibit.

General Location: _____

A public hearing will be held to consider the rezoning request on the above-described tract at 7:00 p.m. on _____, 20____. Any interested persons or property owners are invited to attend. Information regarding this rezoning application is available in the office of the City Clerk at City Hall or by phone at (913) 893-6231. You may also contact the undersigned for additional information regarding this rezoning request.

A fourteen (14) day protest period begins at the conclusion of the public hearing during which you may file a protest petition in the office of the City Clerk. If valid protest petitions are received from twenty (20) percent of the property owners within the notification area, a three-quarters (¾) vote of the Governing Body is required to approve this rezoning request.

Copies of the protest petitions are available in the office of the City Clerk.

Respectfully,

Applicant (or Owner or Agent)

ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150

Street

City

State

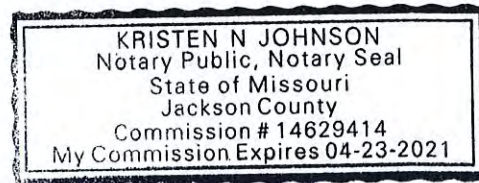
Zip

PROPERTY OWNER NOTIFICATION AFFIDAVITCase No.: RZ- ZA2019-01I, Brett Powell, of lawful age being first duly sworn upon oath, state:

That I am the Agent (agent, owner, attorney) for the property for which the application was filed and did, not later than twenty (20) days prior to the date of the public hearing scheduled before the Edgerton Planning Commission, mail certified notice to all persons owning property within the notification area (two hundred (200) feet in the City of Edgerton, one thousand (1,000) feet in the unincorporated area of the subject property) in compliance with the Unified Development Code.

These notices were mailed on the 8 day of February, 20 19.

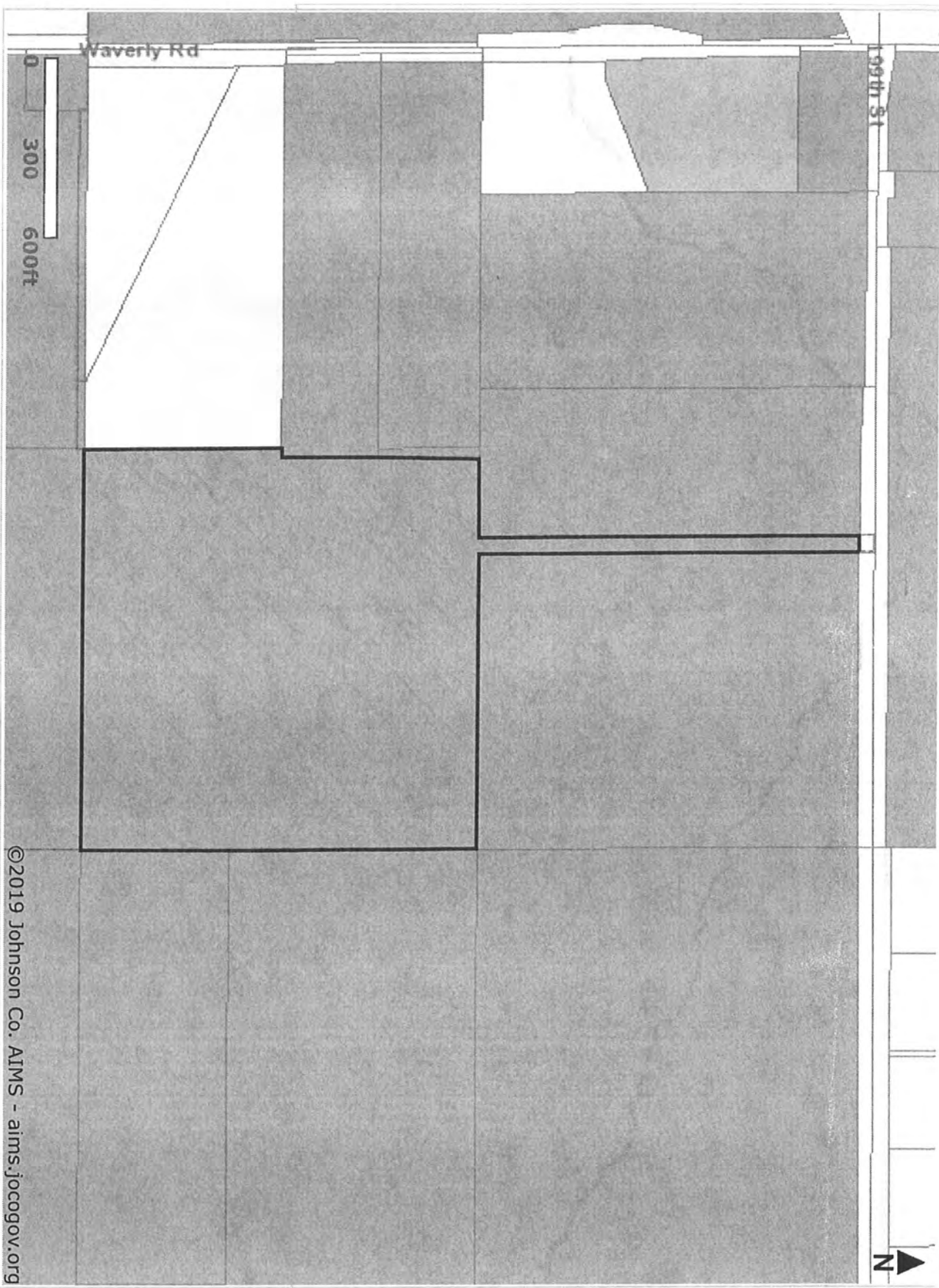
Signature of Agent, Owner or AttorneySubscribed and sworn to before me this 8 day of February, 20 19.

Notary PublicMy Commission Expires: 4/23/21 (SEAL)
Date

Property Information for BF221511-1015

Tax Property ID	BF221511-1015	KS Uniform Parcel #	0462011102001002010
Situs Address	Not Available	Acres	41.91 (1,825,483.61 ft ²)
Owner1 Name	EAST KANSAS LAND & CATTLE	Owner2 Name	COMPANY LLC
Owner Address	4187 LOUISIANA TER, OTTAWA, KS 66067	Taxing Unit	0913
Zoning	A-G		
City	Edgerton	Zip Code	66021
AIMS Map No.	U11 (T-R-S: 15-22-11)	Quarter Section	NW
Fire Dist.	JoCo FD #1	Sheriff Dist.	0
Commissioner Dist.	6 (Mike Brown)	FEMA Flood Panel #	20091C0134G
School District	Gardner-Edgerton	High School	Gardner-Edgerton
Middle School	Trail Ridge	Elementary School	Nike
Legal Desc. (abbreviated)	11-15-22 BG 1650.52' E NW CR NW1/4 E 60.12' S 1316.61' E 992.57' S 1316.78' W 1346.43' N 655.62' E 30.10' N 660.93' E 261.08' N 1316.60' TO POB EX .069 AC IN ST 41.251 ACS M/L		

Property Map for BF221511-1015



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All that part of an unplatted tract of land in the Northwest $\frac{1}{4}$ of Section 11, Township 15 South, Range 22 East, in Johnson County, Kansas described as follows:

Commencing at the Northwest corner of the Northwest $\frac{1}{4}$ Section 11, Township 15 South, Range 22 East; thence North 88 degrees 20 minutes 31 seconds East, along the North line of said northwest Quarter, a distance of 1650.52 feet to a point on the East line of a deed, as established in Book 200905, Page 001098, the POINT OF BEGINNING; thence North 88 degrees 20 minutes 31 seconds East, departing the East line of said deed, continuing along said North line, a distance of 60.12 feet to a point on the West line of the East 30 Acres of Northeast Quarter of said Northwest Quarter; thence South 02 degrees 05 minutes 12 seconds East, departing said North line, along the West line of said East 30 Acres, a distance of 1316.61 feet to a point on the South line of the Northeast Quarter of the Northwest Quarter of said Section 11, said point also being the Southwest corner of said East 30 Acres; thence North 88 degrees 21 minutes 07 seconds East, along the South line of said East 30 Acres and along the south line of the Northeast Quarter of said Northwest Quarter, a distance of 992.57 feet to the Southeast corner of the Northeast Quarter of said Northwest Quarter; thence South 02 degrees 05 minutes 12 seconds East, departing the South line of said East 30 Acres along the East line of the Southeast Quarter of said Northwest Quarter, a distance of 1316.78 feet to the Southeast corner of said Northwest Quarter; thence South 88 degrees 21 minutes 42 seconds West, along the South line of said Northwest Quarter, a distance of 1346.43 feet to the Southeast corner of Mertz Addition, a subdivision in the Southwest Quarter of the Northwest Quarter of Section 11, Township 15 South, Range 22 East of the 6th Principal Meridian, Johnson County, Kansas, said corner also being the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 11; thence North 02 degrees 11 minutes 57 seconds West, departing said South line, along the West line of the Southeast Quarter of said Northwest Quarter and along the East line of said Mertz Addition, a distance of 655.62 feet to the Northeast corner of said Mertz Addition; thence North 88 degrees 22 minute 30 seconds East, along the Easterly extension of the North line of said Mertz Addition, a distance of 30.10 feet to point; thence North 01 degree 45 minutes 10 seconds West, departing said Easterly extension, a distance of 660.93 feet to a point on the south line of a deed established in said Book 200905, Page 001098, said point also lying on the South line of the Northeast Quarter of the Northwest Quarter of said Section 11; thence North 88 degrees 21 minutes 07 seconds east along the South line of said deed, and along the South line of the Northeast Quarter of said Northwest Quarter, a distance of 261.08 feet to the Southeast corner of said deed; thence North 02 degrees 05 minutes 12 seconds West, departing the South line of the Northeast Quarter of said Northwest Quarter, along the East line of said deed, a distance of 1316.60 feet to the POINT OF BEGINNING, except part in road.

Notifications of Rezoning:**BF221511-1015**

Owner 1 FENG, KUO-KUANG
Owner 2 FENG, EN LING
Own Addr Line 1 8630 OAKVIEW DR
Own Addr Line 2 LENEXA, KS 66215

Owner 1 L & J DEVELOPMENT, LLC
Own Addr Line 1 23173 OLD KANSAS CITY RD
Own Addr Line 2 SPRING HILL, KS 66083

Owner 1 HUSTON 40, L.L.C.
Own Addr Line 1 526 E MAIN ST
Own Addr Line 2 GARDNER, KS 66030

Owner 1 SINGLETON, RICHARD D.
Owner 2 SINGLETON, LORI M.
Own Addr Line 1 20115 WAVERLY RD
Own Addr Line 2 EDGERTON, KS 66021

Owner 1 FLAGEOLLE, HENRY V
Owner 2 FLAGEOLLE, JUDY B
Own Addr Line 1 20175 WAVERLY RD
Own Addr Line 2 GARDNER, KS 66021

Owner 1 MERTZ, THOMAS DALE
Owner 2 MERTZ, DONNA
Own Addr Line 1 20233 WAVERLY RD
Own Addr Line 2 EDGERTON, KS 66021

Owner 1 HILLSDALE FARMS LLC
Own Addr Line 1 4187 LOUISIANA TER
Own Addr Line 2 OTTAWA, KS 66067

Owner 1 WISE, PEARLENE
Own Addr Line 1 21732 W LIMESTONE RDG
Own Addr Line 2 PAOLA, KS 66071

Owner 1 BRYANT FAMILY TRUST
Own Addr Line 1 15007 S GLEN EYRIE ST
Own Addr Line 2 OLATHE, KS 66061

Owner 1 MURROW, RICHARD L. TRUSTEE
Owner 2 MURROW, JUANITA M. TRUSTEE
Own Addr Line 1 20225 GARDNER RD
Own Addr Line 2 GARDNER, KS 66030

Owner 1 WILSON, GAIL ANN
Own Addr Line 1 19508 HWY D
Own Addr Line 2 LAWSON, MO 64062

Owner 1 LEE, GARY SR

LOCATION OF ADJACENT SUBJECT PROPERTY: Reference attached parcel map

PURPOSE FOR REZONING: Anticipated L-P Development

REQUESTED REZONING CHANGE: FROM A-G TO L-P
(Current Zonin) (Proposed Zoning)

LEGAL DESCRIPTION: Reference attached legal description

CURRENT LAND USE: Agricultural

PROPERTY OWNER'S NAME(S): Hillsdale Farms, LLC PHON : 816.888.7380

COMPANY: _____ FAX: _____

MAILING ADDRESS: 4187 Louisiana Ter, Ottawa, KS 66067

Street	City	State	Zip
--------	------	-------	-----

APPLICANT/AGENTS NAME(S): Brett Powell PHONE: 816.888.7380

COMPANY: NorthPoint Development, LLC

FAX:

MAILING ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150

Street	City	State	Zip
--------	------	-------	-----

ENGINEER/ARCHITECT'S NAME(S): _____ PHONE: 816.888.7380

COMPANY: NP StudioNorth, LLC

FAX:

MAILING ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150

Street	City	State	Zip
--------	------	-------	-----

SIGNATURE OF OWNER OR AGENT: _____

If not signed by owner, authorization of agent must accompany this application.

FOR OFFICE USE ONLY

Case No.: RZ- 2019-02 Amount of Fee Paid: \$ 250- Date Fee Paid: 1/25/2019; Ck 10028

Received By: K. Crow Date of Hearing: 7/12/2019

REZONING INSTRUCTIONS

CERTIFIED LETTERS: The applicant will be responsible for mailing notices (see attached Property Owner Notification Letter) of the public hearing for the requested rezoning by certified mail, return receipt requested, to all owners of land within the notification area: two hundred (200) feet within the city limit, one thousand (1,000) feet in the unincorporated area of the subject property. These notices must be sent a minimum of twenty (20) days prior to the public hearing. Information regarding ownership

If the land within the notification area can be obtained from the Johnson County Department of Records and Tax Administration, or through a title insurance company (preferred method). A list of property owners within the notification area must be submitted with the application. In addition, the responsible fire protection district (if any), affected school districts, affected park districts and affected sanitary and/or drainage district shall appear on a separate list of notification. Additional parties, specified by the applicant, may appear on the notification list.

AFFIDAVIT OF COMPLIANCE: An affidavit (see attached Property Owner Notification Affidavit) concerning the mailing of property owner notification letters must be returned to the office of the City Clerk by no later than the Thursday preceding the public hearing.

PLANNING COMMISSION REVIEW AND DECISION: The Edgerton Planning Commission meets in the City Hall on the second Tuesday of every month. The agenda and staff reports will be available prior to the public hearing. The chairperson will open the public hearing for each case to hear presentations by the City staff, the owner or authorized agent, and the audience, respectively. After everyone has had the opportunity to speak, the Planning Commission will close or continue the public hearing to a later date. After the public hearing is closed, discussion will be limited to the Planning Commission and action will be taken in the form of a recommendation for approval or denial to the Governing Body.

PROTEST PERIOD: After the conclusion of the public hearing, a fourteen (14) day protest period begins. During the protest period, property owners within the notification area of the subject property may file a petition indicating their protest to the requested rezoning in the office of the City Clerk. The submission of valid protest petitions from property owners of twenty (20) percent of the land within the notification area of the subject property within the allotted time will require a three-quarter (¾) vote for approval by the Governing Body. Copies of protest petitions may be obtained in the office of the City Clerk.

GOVERNING BODY ACTION: After the protest period has concluded, the application will be placed on an agenda for the Governing Body Action (typically within thirty (30) days after the conclusion of the public hearing). The Governing Body will review the transcript of the public hearing and the recommendation of the Planning Commission and will take action by concurring with or overriding the Planning Commission recommendation, or by returning the request to the Planning Commission.

CHECKLIST

The following items shall be submitted with the rezoning application. All materials shall be submitted by applicant to the City Clerk at least 30 days in advance of a public hearing.

- ☐ Title or other suitable proof of ownership to the subject property.
- ☐ Legal description of the subject property either in the form of a certificate of survey or a lot and block reference to the official City Map.
- ☐ Sketch of the subject property drawn to scale that details the lot lines, existing features or building, drives and adjacent buildings, and the current use of existing buildings.
- ☐ Any supporting material as requested by the Zoning Administrator depending on the magnitude of the change and the possibility of detrimental effects on surrounding properties. Supporting materials may include, but are not limited to:
 - ☐ Topography at an appropriate scale
 - ☐ A Certificate of Survey
 - ☐ Environmental assessment
 - ☐ Surface water discharge analysis
 - ☐ Facilities and utilities suitability analysis
 - ☐ An analysis of existing wells, tanks and other sub-structures
 - ☐ Traffic and parking analysis
- ☐ List of the names and addresses of owners of all property situated within two hundred (200) feet of the property lines of the subject site. See details in instructions

PROPERTY OWNER NOTIFICATION LETTER

Case No.: RZ- _____

Dear Sir or Madam:

This letter is to notify you that a public hearing will be held at the Edgerton Community Building, 404 E. Nelson St., Edgerton, Kansas, to consider a rezoning change request from A-G

(current zoning) to L-P

(proposed zoning), on the following described tract of land:

Legal Description: Reference attached Exhibit.

General Location: _____

A public hearing will be held to consider the rezoning request on the above-described tract at 7:00 p.m. on _____, 20____. Any interested persons or property owners are invited to attend. Information regarding this rezoning application is available in the office of the City Clerk at City Hall or by phone at (913) 893-6231. You may also contact the undersigned for additional information regarding this rezoning request.

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

Copies of the protest petitions are available in the office of the City Clerk.

Respectfully,

Applicant (or Owner or Agent)

ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150

Street

City

State

Zip

PROPERTY OWNER NOTIFICATION AFFIDAVIT

Case No.: RZ- ZA2019-02

I, Brett Powell, of lawful age being first duly sworn upon oath, state:

That I am the Agent (agent, owner, attorney) for the property for which the application was filed and did, not later than twenty (20) days prior to the date of the public hearing scheduled before the Edgerton Planning Commission, mail certified notice to all persons owning property within the notification area (two hundred (200) feet in the City of Edgerton, one thousand (1,000) feet in the unincorporated area of the subject property) in compliance with the Unified Development Code.

These notices were mailed on the 8 day of February, 20 19.

Brett Powell

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 8 day of February, 20 19.

[Signature]

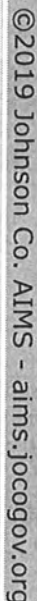
Notary Public

My Commission Expires: 4/23/21 (SEAL)
Date



Property Information for BF221511-2004

Tax Property ID	BF221511-2004	KS Uniform Parcel #	0462011103001002000
Situs Address	Not Available	Acres	38.72 (1,686,783.37 ft ²)
Owner1 Name	HILLSDALE FARMS LLC	Owner2 Name	
Owner Address	4187 LOUISIANA TER, OTTAWA, KS 66067		
Zoning	A-G	Taxing Unit	0913
City	Edgerton	Zip Code	66021
AIMS Map No.	U11 (T-R-S: 15-22-11)	Quarter Section	SW
Fire Dist.	JoCo FD #1	Sheriff Dist.	0
Commissioner Dist.	6 (Mike Brown)	FEMA Flood Panel #	20091C0134G
School District	Gardner-Edgerton	High School	Gardner-Edgerton
Middle School	Trail Ridge	Elementary School	Nike
Legal Desc. (abbreviated)	11-15-22 BG 208.71' S NW CR SW1/4 E 208.71' N 208.71' E 1140.95' S 1318.85' W 1347.50' TO W/L SW1/4 N TO POB SUBJ TO RDS EX .65 AC 39.18 ACS M/L GA 208B 1		
Property Map for BF221511-2004			



Parcel #: 0462011103001002000

A tract of land in the Southwest Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas, legally described as follows:

Beginning at a point 208.71 feet South of the Northwest corner of the Southwest Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas, said point being on the West line of said Quarter Section; thence East 208.71 feet; thence North 208.71 feet, thence East 1140.95 feet and parallel to the North line of said Quarter Section; thence South 1318.85 feet; thence West 1347.50 feet to a point on the West line of said Quarter Section; thence North along the West line of said Quarter Section to the point of beginning, all being a part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas, subject to that part, if any, in streets, roadways, highways or other public right-of-ways.

EXCEPT THE FOLLOWING:

The North 25 feet of the East 1140.95 feet of the Northwest Quarter of the Southwest Quarter of Section 11, Township 15, Range 22, Johnson County, Kansas; which exception is subject to an easement, being hereby transferred, as described in Book 6668 at Page 627.

Notifications of Rezoning:**BF221511-2004**

MERTZ, THOMAS DALE

Owner 2 MERTZ, DONNA
Own Addr Line 1 20233 WAVERLY RD
Own Addr Line 2 EDGERTON, KS 66021

REED, CHRIS E.

Owner 2 REED, MICHELLE D.
Own Addr Line 1 20295 WAVERLY RD
Own Addr Line 2 EDGERTON, KS 66021

EAST KANSAS LAND & CATTLE

Owner 2 COMPANY LLC
Own Addr Line 1 4187 LOUISIANA TER
Own Addr Line 2 OTTAWA, KS 66067

WELLSVILLE FARMS LLC

Own Addr Line 1 4825 NW 41ST ST STE 500
Own Addr Line 2 RIVERSIDE, MO 64150

Owner 2 LEE, LISA J
Own Addr Line 1 30875 W 199TH ST
Own Addr Line 2 EDGERTON, KS 66021

LOCATION: AD SS OF SUBJECT PROPERTY: Reference attached parcel map

PURPOSE FOR REZONING: Anticipated L-P Development

REQUESTED REZONING CHANGE: FROM A-G TO L-P
 (Current Zoning) (Proposed Zoning)

LEGAL DESCRIPTION: Reference attached legal description

CURRENT LAND USE: Agricultural

PROPERTY OWNER'S NAME(S): Hillsdale Farms, LLC PHON : 816.888.7380

COMPANY: _____ FAX: _____

MAILING ADDRESS: 4187 Louisiana Ter, Ottawa, KS 66067
Street City State Zip

APPLICANT/AGENTS NAME(S): Brett Powell PHONE: 816.888.7380

COMPANY: NorthPoint Development, LLC FAX: _____

MAILING ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150
Street City State Zip

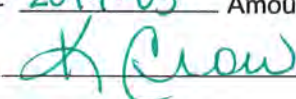
ENGINEER/ARCHITECT'S NAME(S): _____ PHONE: 816.888.7380

COMPANY: NP StudioNorth, LLC FAX: _____

MAILING ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150
Street City State Zip

SIGNATURE OF OWNER OR AGENT:  _____
 If not signed by owner, authorization of agent must accompany this application.

FOR OFFICE USE ONLY

Case No.: 2A 2019-03 Amount of Fee Paid: \$ 250.00 Date Fee Paid: 1/25/2019 OK 10028
 Received By:  _____ Date of Hearing: 3/12/2019

REZONING INSTRUCTIONS

CERTIFIED LETTERS: The applicant will be responsible for mailing notices (see attached Property Owner Notification Letter) of the public hearing for the requested rezoning by certified mail, return receipt requested, to all owners of land within the notification area: two hundred (200) feet within the city limit, one thousand (1,000) feet in the unincorporated area of the subject property. These notices must be sent a minimum of twenty (20) days prior to the public hearing. Information regarding ownership

If the land within the notification area can be obtained from the Johnson County Department of Records and Tax Administration, or through a title insurance company (preferred method). A list of property owners within the notification area must be submitted with the application. In addition, the responsible fire protection district (if any), affected school districts, affected park districts and affected sanitary and/or drainage district shall appear on a separate list of notification. Additional parties, specified by the applicant, may appear on the notification list.

AFFIDAVIT OF COMPLIANCE: An affidavit (see attached Property Owner Notification Affidavit) concerning the mailing of property owner notification letters must be returned to the office of the City Clerk by no later than the Thursday preceding the public hearing.

PLANNING COMMISSION REVIEW AND DECISION: The Edgerton Planning Commission meets in the City Hall on the second Tuesday of every month. The agenda and staff reports will be available prior to the public hearing. The chairperson will open the public hearing for each case to hear presentations by the City staff, the owner or authorized agent, and the audience, respectively. After everyone has had the opportunity to speak, the Planning Commission will close or continue the public hearing to a later date. After the public hearing is closed, discussion will be limited to the Planning Commission and action will be taken in the form of a recommendation for approval or denial to the Governing Body.

PROTEST PERIOD: After the conclusion of the public hearing, a fourteen (14) day protest period begins. During the protest period, property owners within the notification area of the subject property may file a petition indicating their protest to the requested rezoning in the office of the City Clerk. The submission of valid protest petitions from property owners of twenty (20) percent of the land within the notification area of the subject property within the allotted time will require a three-quarter (¾) vote for approval by the Governing Body. Copies of protest petitions may be obtained in the office of the City Clerk.

GOVERNING BODY ACTION: After the protest period has concluded, the application will be placed on an agenda for the Governing Body Action (typically within thirty (30) days after the conclusion of the public hearing). The Governing Body will review the transcript of the public hearing and the recommendation of the Planning Commission and will take action by concurring with or overriding the Planning Commission recommendation, or by returning the request to the Planning Commission.

CHECKLIST

The following items shall be submitted with the rezoning application. All materials shall be submitted by applicant to the City Clerk at least 30 days in advance of a public hearing.

- ☐ Title or other suitable proof of ownership to the subject property.
- ☐ Legal description of the subject property either in the form of a certificate of survey or a lot and block reference to the official City Map.
- ☐ Sketch of the subject property drawn to scale that details the lot lines, existing features or building, drives and adjacent buildings, and the current use of existing buildings.
- ☐ Any supporting material as requested by the Zoning Administrator depending on the magnitude of the change and the possibility of detrimental effects on surrounding properties. Supporting materials may include, but are not limited to:
 - ☐ Topography at an appropriate scale
 - ☐ A Certificate of Survey
 - ☐ Environmental assessment
 - ☐ Surface water discharge analysis
 - ☐ Facilities and utilities suitability analysis
 - ☐ An analysis of existing wells, tanks and other sub-structures
 - ☐ Traffic and parking analysis
- ☐ List of the names and addresses of owners of all property situated within two hundred (200) feet of the property lines of the subject site. See details in instructions

PROPERTY OWNER NOTIFICATION LETTER

Case No.: RZ- _____

Dear Sir or Madam:

This letter is to notify you that a public hearing will be held at the Edgerton Community Building, 404 E. Nelson St., Edgerton, Kansas, to consider a rezoning change request from A-G

(current zoning) to L-P

(proposed zoning), on the following described tract of land:

Legal Description: Reference attached Exhibit.

General Location: _____

A public hearing will be held to consider the rezoning request on the above-described tract at 7:00 p.m. on _____, 20____. Any interested persons or property owners are invited to attend. Information regarding this rezoning application is available in the office of the City Clerk at City Hall or by phone at (913) 893-6231. You may also contact the undersigned for additional information regarding this rezoning request.

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

Copies of the protest petitions are available in the office of the City Clerk.

Respectfully,

Applicant (or Owner or Agent)

ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150

Street

City

State

Zip

PROPERTY OWNER NOTIFICATION AFFIDAVIT

Case No.: RZ- ZA2019-03

I, Brett Powell, of lawful age being first duly sworn upon oath, state:

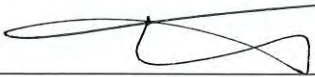
That I am the Agent (agent, owner, attorney) for the property for which the application was filed and did, not later than twenty (20) days prior to the date of the public hearing scheduled before the Edgerton Planning Commission, mail certified notice to all persons owning property within the notification area (two hundred (200) feet in the City of Edgerton, one thousand (1,000) feet in the unincorporated area of the subject property) in compliance with the Unified Development Code.

These notices were mailed on the 8 day of February, 2019.



Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 8 day of February, 2019.



Notary Public

My Commission Expires: 4/23/21 (SEAL)
Date



Property Information for BF221511-2001

Tax Property ID	BF221511-2001	KS Uniform Parcel #	0462011103001001000
Situs Address	Not Available	Acre	119.47 (5,204,230.03 ft ²)
Owner1 Name	HILLSDALE FARMS LLC	Owner2 Name	
Owner Address	4187 LOUISIANA TER, OTTAWA, KS 66067		
Zoning	A-G	Taxing Unit	0913

City	Edgerton	Zip Code	66021
AIMS Map No.	U11 (T-R-S: 15-22-11)	Quarter Section	SW
Fire Dist.	JoCo FD #1	Sheriff Dist.	0
Commissioner Dist.	6 (Mike Brown)	FEMA Flood Panel #	20091C0134G

School District	Gardner-Edgerton	High School	Gardner-Edgerton
Middle School	Trail Ridge	Elementary School	Nike

Legal Desc. (abbreviated)	11-15-22 BG SW CR SW1/4 E 2662.46' TO SE CR N 2640.74' TO NE CR W 1349.66' S 1318.85' W 1347.50' TO W/L SW1/4 S 1318.75' TO POB EX .533 AC IN ST 121.227 ACS M/L
------------------------------	--

Property Map for BF221511-2001



Parcel #: 0462011103001001000

A tract of land in the Southwest Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas, described as follows:

Beginning at the Southwest corner of the Southwest Quarter of Section 11, Township 15 South, Range 22 East, Johnson County, Kansas, thence East 2684.38 feet and along the South line of said Quarter Section to the Southeast corner of said Quarter Section; thence North 2643.04 feet and along the East line of said Quarter Section to the Center of said Quarter Section; thence West 1342.65 feet and along the North line of said Quarter Section; thence South 1318.83 feet; thence West 1335.17 feet to a point on the West line of said Quarter Section; thence South 1318.37 feet and along the West line of said Quarter Section to the point of beginning, except that part, if any, in public right of ways.

Notifications of Rezoning:**BF221511-2001**

Owner 1 MERTZ, THOMAS DALE
Owner 2 MERTZ, DONNA
Own Addr Line 1 20233 WAVERLY RD
Own Addr Line 2 EDGERTON, KS 66021

Owner 1 EAST KANSAS LAND & CATTLE
Owner 2 COMPANY LLC
Own Addr Line 1 4187 LOUISIANA TER
Own Addr Line 2 OTTAWA, KS 66067

Owner 1 CITY OF EDGERTON
Own Addr Line 1 PO BOX 255
Own Addr Line 2 EDGERTON, KS 66021

Owner 1 HIGHFILL, LYLE M. TRUSTEE
Owner 2 HIGHFILL, MARIE M. TRUSTEE
Own Addr Line 1 31881 W 207TH ST
Own Addr Line 2 EDGERTON, KS 66021

Owner 1 BOTTOMS, BERNICE TRUST
Own Addr Line 1 30485 W 207TH ST
Own Addr Line 2 GARDNER, KS 66030

Owner 1 UMB BANK, N.A. CO-TRUSTEE
Owner 2 DORSEY, GERALDINE A. CO-TTEE
Own Addr Line 1 PO BOX 419692
Own Addr Line 2 KANSAS CITY, MO 64141-6692

Owner 1 ROBINS, LINDA L
Owner 2 RAGSDALE, MARY ELIZABETH
Own Addr Line 1 876 COUNTY RD APT. 321
Own Addr Line 2 JEWETT, TX 75846

Owner 1 WISE, PEARLENE
Own Addr Line 1 21732 W LIMESTONE RDG
Own Addr Line 2 PAOLA, KS 66071

Owner 1 BRYANT FAMILY TRUST
Own Addr Line 1 15007 S GLEN EYRIE ST
Own Addr Line 2 OLATHE, KS 66061

Owner 1 MURROW, RICHARD L. TRUSTEE
Owner 2 MURROW, JUANITA M. TRUSTEE
Own Addr Line 1 20225 GARDNER RD
Own Addr Line 2 GARDNER, KS 66030

LOCATION OF ADJACENT SUBJECT PROPERTY: Reference attached parcel map

PURPOSE FOR REZONING: Anticipated L-P Development

REQUESTED REZONING CHANGE: FROM A-G TO L-P
(Current Zonin) (Proposed Zoning)

LEGAL DESCRIPTION: Reference attached legal description

CURRENT LAND USE: Agricultural

PROPERTY OWNER'S NAME(S): Wellsville Farms, LLC PHON : 816.888.7380

COMPANY: _____ FAX: _____

MAILING ADDRESS: 4187 Louisiana Ter, Ottawa, KS 66067

Street	City	State	Zip
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APPLICANT/AGENTS NAME(S): Brett Powell PHONE: 816.888.7380

COMPANY: NorthPoint Development, LLC

FAX:

MAILING ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150

Street	City	State	Zip
--------	------	-------	-----

ENGINEER/ARCHITECT'S NAME(S): PHONE: 816.888.7380

COMPANY: NP StudioNorth, LLC

FAX:

MAILING ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150

Street	City	State	Zip
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SIGNATURE OF OWNER OR AGENT:

If not signed by owner, authorization of agent must accompany this application.

FOR OFFICE USE ONLY

Case No.: RZ- 2019-04 Amount of Fee Paid: \$ 250⁰⁰ Date Fee Paid: 7/31/19

Received By: A. Crow Date of Hearing: 9/12/19

REZONING INSTRUCTIONS

CERTIFIED LETTERS: The applicant will be responsible for mailing notices (see attached Property Owner Notification Letter) of the public hearing for the requested rezoning by certified mail, return receipt requested, to all owners of land within the notification area: two hundred (200) feet within the city limit, one thousand (1,000) feet in the unincorporated area of the subject property. These notices must be sent a minimum of twenty (20) days prior to the public hearing. Information regarding ownership

If the land within the notification area can be obtained from the Johnson County Department of Records and Tax Administration, or through a title insurance company (preferred method). A list of property owners within the notification area must be submitted with the application. In addition, the responsible fire protection district (if any), affected school districts, affected park districts and affected sanitary and/or drainage district shall appear on a separate list of notification. Additional parties, specified by the applicant, may appear on the notification list.

AFFIDAVIT OF COMPLIANCE: An affidavit (see attached Property Owner Notification Affidavit) concerning the mailing of property owner notification letters must be returned to the office of the City Clerk by no later than the Thursday preceding the public hearing.

PLANNING COMMISSION REVIEW AND DECISION: The Edgerton Planning Commission meets in the City Hall on the second Tuesday of every month. The agenda and staff reports will be available prior to the public hearing. The chairperson will open the public hearing for each case to hear presentations by the City staff, the owner or authorized agent, and the audience, respectively. After everyone has had the opportunity to speak, the Planning Commission will close or continue the public hearing to a later date. After the public hearing is closed, discussion will be limited to the Planning Commission and action will be taken in the form of a recommendation for approval or denial to the Governing Body.

PROTEST PERIOD: After the conclusion of the public hearing, a fourteen (14) day protest period begins. During the protest period, property owners within the notification area of the subject property may file a petition indicating their protest to the requested rezoning in the office of the City Clerk. The submission of valid protest petitions from property owners of twenty (20) percent of the land within the notification area of the subject property within the allotted time will require a three-quarter (¾) vote for approval by the Governing Body. Copies of protest petitions may be obtained in the office of the City Clerk.

GOVERNING BODY ACTION: After the protest period has concluded, the application will be placed on an agenda for the Governing Body Action (typically within thirty (30) days after the conclusion of the public hearing). The Governing Body will review the transcript of the public hearing and the recommendation of the Planning Commission and will take action by concurring with or overriding the Planning Commission recommendation, or by returning the request to the Planning Commission.

CHECKLIST

The following items shall be submitted with the rezoning application. All materials shall be submitted by applicant to the City Clerk at least 30 days in advance of a public hearing.

- ☐ Title or other suitable proof of ownership to the subject property.
- ☐ Legal description of the subject property either in the form of a certificate of survey or a lot and block reference to the official City Map.
- ☐ Sketch of the subject property drawn to scale that details the lot lines, existing features or building, drives and adjacent buildings, and the current use of existing buildings.
- ☐ Any supporting material as requested by the Zoning Administrator depending on the magnitude of the change and the possibility of detrimental effects on surrounding properties. Supporting materials may include, but are not limited to:
 - ☐ Topography at an appropriate scale
 - ☐ A Certificate of Survey
 - ☐ Environmental assessment
 - ☐ Surface water discharge analysis
 - ☐ Facilities and utilities suitability analysis
 - ☐ An analysis of existing wells, tanks and other sub-structures
 - ☐ Traffic and parking analysis
- ☐ List of the names and addresses of owners of all property situated within two hundred (200) feet of the property lines of the subject site. See details in instructions

PROPERTY OWNER NOTIFICATION LETTER

Case No.: RZ- _____

Dear Sir or Madam:

This letter is to notify you that a public hearing will be held at the Edgerton Community Building, 404 E. Nelson St., Edgerton, Kansas, to consider a rezoning change request from A-G

(current zoning) to L-P

(proposed zoning), on the following described tract of land:

Legal Description: Reference attached Exhibit.

General Location: _____

A public hearing will be held to consider the rezoning request on the above-described tract at 7:00 p.m. on _____, 20____. Any interested persons or property owners are invited to attend. Information regarding this rezoning application is available in the office of the City Clerk at City Hall or by phone at (913) 893-6231. You may also contact the undersigned for additional information regarding this rezoning request.

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Copies of the protest petitions are available in the office of the City Clerk.

Respectfully,

Applicant (or Owner or Agent)

ADDRESS: 4825 NW 41st Street, Suite 500 Riverside, MO 64150

Street

City

State

Zip

PROPERTY OWNER NOTIFICATION AFFIDAVIT

Case No.: RZ- ZA2019-04

I, Brett Powell, of lawful age being first duly sworn upon oath, state:

That I am the Agent (agent, owner, attorney) for the property for which the application was filed and did, not later than twenty (20) days prior to the date of the public hearing scheduled before the Edgerton Planning Commission, mail certified notice to all persons owning property within the notification area (two hundred (200) feet in the City of Edgerton, one thousand (1,000) feet in the unincorporated area of the subject property) in compliance with the Unified Development Code.

These notices were mailed on the 8 day of February, 2019.



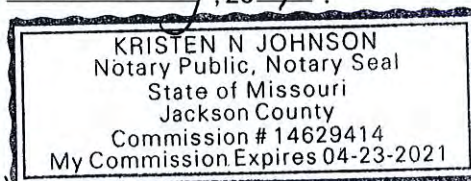
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 8 day of February, 2019.



Notary Public

My Commission Expires: 4/23/21 (SEAL)
Date



Property Information for BF221511-2003

Tax Property ID	BF221511-2003	KS Uniform Parcel #	0462011103001003000
Situs Address	20325 WAVERLY RD	Acres	0.9 (39,081.74 ft ²)
Owner1 Name	WELLSVILLE FARMS LLC	Owner2 Name	
Owner Address	4187 LOUISANNA TER, OTTAWA, KS 66067	Taxing Unit	0913
Zoning	A-G		
City	Edgerton	Zip Code	66021
AIMS Map No.	U11 (T-R-S: 15-22-11)	Quarter Section	SW
Fire Dist.	JoCo FD #1	Sheriff Dist.	0
Commissioner Dist.	6 (Mike Brown)	FEMA Flood Panel #	20091C0134G
School District	Gardner-Edgerton	High School	Gardner-Edgerton
Middle School	Trail Ridge	Elementary School	Nike
Legal Desc. (abbreviated)	11-15-22 1 ACRE NW COR W 1/2 SW 1/4 1 ACRE GA -0208A		

Property Map for BF221511-2003



ONE SQUARE ACRE OF LAND IN THE NORTHWEST CORNER OF THE WEST HALF OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY,
KANSAS, EXCEPT THAT PART IN STREETS AND ROADS.

Notifications of Rezoning:**BF221511-2003**

Owner 1 REED, CHRIS E.
Owner 2 REED, MICHELLE D.
Own Addr Line 1 20295 WAVERLY RD
Own Addr Line 2 EDGERTON, KS 66021

Owner 1 HILLSDALE FARMS LLC
Own Addr Line 1 4187 LOUISIANA TER
Own Addr Line 2 OTTAWA, KS 66067

Owner 1 WELLSVILLE FARMS LLC
Own Addr Line 1 4825 NW 41ST ST STE 500
Own Addr Line 2 RIVERSIDE, MO 64150

Owner 1 WISE, HARVEY G. TRUST
Own Addr Line 1 2103 BARNER RD
Own Addr Line 2 WESSON, MS 39191

EDGERTON CITY HALL
PLANNING COMMISSION MEETING
REGULAR SESSION
March 12, 2019

The Edgerton Planning Commission met in regular session with Chair John Daley calling the meeting to order at 7:00 p.m.

All present participated in the Pledge of Allegiance.

The Roll Call was answered, indicating those present were Chair John Daley, Commissioner Tim Berger, Secretary Jeremy Little, and Commissioner Charlie Crooks. Absent was Commissioner Andrew Merriman. Also present were: Mayor Donald Roberts, City Administrator Beth Linn, Development Services Director Katy Crow, Planning and Zoning Coordinator Chris Clinton, and Assistant City Administrator Scott Peterson.

The Planning and Zoning Coordinator announced a quorum was present.

CONSENT AGENDA

Motion by Berger, seconded by Crooks, to approve the item as presented in the Consent Agenda. Motion was approved, 3-0.

MINUTES

The minutes for Regular Session of February 12, 2019 were considered and approved.

NEW BUSINESS

**PUBLIC HEARING – ZA2019-01 (REZONING FOR ONE (1) PARCEL OF LAND
GENERALLY LOCATED SOUTH OF 199th STREET AND WAVERLY ROAD)**

Katy Crow, Development Services Director, introduced all of the rezoning applications (ZA2019-01 through ZA2019-04) on tonight's agenda. Ms. Crow stated that Brett Powell, an agent of the property owner NPD Management, LLC, applied for all of the rezonings. Mr. Powell has requested that all four of the parcels be rezoned from City of Egerton A-G (Agricultural) Zoning District to City of Edgerton L-P (Logistics Park) Zoning District. Permitted uses within the requested zoning designation include warehousing/distribution centers; motor freight transportation terminals; manufacturing, processing, fabrication or assembly of commodity – limited; along with other permitted uses.

Ms. Crow said that the property was annexed into the City of Edgerton on March 15, 2018 and has not had any improvements on any of the parcels that total approximately 200 acres. Application ZA2019-01 measures 41.91 acres, ZA2019-02 is 38.72 acres, ZA2019-03 contains 119.47 acres, and ZA2019-04 encompasses 0.9 acres. The standard providers for utilities and service providers as well as fire and police protection are the standard providers for the City of Edgerton and Johnson County.

Ms. Crow stated that access to the property will be from 207th Street, Waverly Road, and 199th Street. She also explained that in the staff report that there are three maps representing the area (Figures 1, 2, and 3). Figure 1 shows the outline of the parcels, Figure 2 details the zoning designations of the neighboring parcels, and Figure 3 shows neighboring structures with a green circle. Ms. Crow pointed out that the subject properties are surrounded by parcels zoned either Johnson County RUR or City of Edgerton AG to the north, east and south; and a parcel with City of Edgerton LP District zoning to the west.

Ms. Crow explained that each application was reviewed with respect to the Edgerton Unified Development Code, the laws of Kansas, and the “Golden Criteria” as established by the Supreme Court of Kansas in 1978. Ms. Crow stated that because so much of the criteria was the same for each application, one staff report was written to help avoid redundancy. Through an independent review of each parcel staff found the following:

Based upon available aerial photography, these parcels were agricultural use in unincorporated Johnson County, prior to their annexation into the City of Edgerton in 2018. The existing A-G zoning is considered a holding designation when an annexation occurs.

Applicant has requested the proposed change in order to allow construction of projects similar to other projects containing LP District zoning. Construction of warehousing, distribution, limited manufacturing and related facilities near the BNSF intermodal facility allows an inland port for goods in transit, by reducing truck traffic in the surrounding area and allowing for more efficient use of the supply chain.

Due to the unexpected pace of development in Phase I of LPKC, the need to expand the logistics park has grown. These parcels are part of the area which would continue the development of the Phase II expansion.

Given the proximity of the parcels to LPKC Phase I and II, the BNSF facility, I-35 and the Homestead Interchange, an LP zoning designation is the most compatible for these uses.

While the Comprehensive Plan for the City of Edgerton does not currently address properties south of I-35, the proposed LP zoning designation is compatible with the spirit and intent of future development as outlined by both the Edgerton Comprehensive Plan and the Southwest Johnson County Area Plan.

The magnitude of the change is not considered extreme or rare when property is being developed for its planned end use, industrial development and the proposed zoning is compatible with the planned future uses of the surrounding property, specifically to the west.

The City’s Unified Development Code (UDC) states that the purpose of the L-P District is to create a limited multimodal industrial zone which provides for modern types of industrial uses or an industrial park. Limitations are placed on uses in the district to significantly restrict outside activities and the outside storage of materials, noise, vibration, etc.

The subject properties are surrounded by undeveloped acreage with some low-density rural single-family residential. However, residential density in this area is lower than some of the parcels adjacent to development in Phase I of LPKC.

If rezoned L-P as requested, a separate Site Plan review and approval will be required before building permits can be issued. Part of a Site Plan review will include attention to buffering and setbacks, stormwater management and transition of uses between adjoining uses and any proposed industrial use. This Site Plan review will help mitigate impacts that might occur to adjacent properties.

Continued development of the area includes intermodal related uses. Homestead Lane and 207th Street are currently being upgraded into a four-lane, concrete roadway built to accommodate the Phase II expansion of LPKC. This upgrade includes the installation of new utility services to adjacent properties. Water 7, Kansas Gas, KCPL and Century Link have all updated their infrastructure to service adjacent parcels.

The City is in discussions regarding any improvements that will be required for Waverly Road or other adjacent streets. On-street parking will not be allowed, and the developer will need to provide adequate off-street parking for any development projects.

The City will follow National Pollutant Discharge Elimination System (NPDES) guidelines and stormwater management requirements which require any application to address runoff and water pollution mitigation measures as part of the development of the property. Mitigation of pollution in the form of air, noise, light, etc., will be addressed as part of the Site Plan review process.

Uses allowed in the L-P District, have the potential to benefit the residents and community in a positive way by providing jobs, economic opportunities and tax revenues to respective jurisdictions.

There would be little relative gain, if any, to the public health, safety, and welfare from the denial of this zoning application. However, the City would be adversely impacted due to the lost opportunities for jobs, economic activity and tax revenue if the anticipated logistics park uses and facilities were to locate in another community.

With the "Golden Criteria" reviewed for each application, Ms. Crow stated that City staff recommends approval of the proposed rezoning of the subject properties from City of Edgerton Agricultural (A-G), to City of Edgerton Logistics Park District (L-P) with the following stipulations; (1) all infrastructure requirements of the City shall be met, (2) all platting requirements of the City shall be met, (3) all Site Plan application requirements of the City shall be met, and (4) prior to issuance of building permits, the property shall be developed in accordance with a Site Plan reviewed and approved by the City.

Ms. Linn stated that it is unique to have four (4) parcels so close together to come before the Planning Commission for a rezoning at the same time, but each application would have its own

public hearing. She informed everyone in attendance that the rezoning is purely about the use of the land and not what might be built on the land.

Chairman Daley requested a larger map of the area be placed for all to see the area easier. Ms. Linn displayed a map of the area and explained what was adjacent to the parcels that are the subject of the applications. Chairman Daley opened the public hearing for Application ZA2019-01, reminding the audience that only matters pertaining to the rezoning of the parcels are pertinent to this public hearing.

Mr. Lynn Baker, 23173 Old KC Road, Spring Hill, KS 66083, addressed the Planning Commission. Mr. Baker stated he owns 82 acres at 199th Street and Interstate 35 (I-35) and thinks the rezoning and development in this area is beneficial. He asked if there have been any tenants book for the development in this area. Ms. Crow stated that no projects have been brought before the Planning Commission at this time. Chairman Daley reiterated that the public hearing is only about the use of the land and they can't speculate as to what will be built on the land at this time.

Ms. Linn stated it would be best for Mr. Baker to ask all of his questions at one time, so staff and the Commissioners can write them down and answer them at once. She said that this would also help any of the other residents who have similar questions and save time.

Mr. Baker asked his remaining questions. He asked if a road will be built in the 60-foot section that connects to 199th Street and if there will be sewer service along that section. Mr. Baker wanted to know when the 199th Street bridge over I-35 would be updated. He also wanted to know if the County or the City maintains Waverly Road and 199th street. Mr. Baker asked if the City of Edgerton would annex his property. He asked how residents who are not for this project can protest it going forward.

With there being no further comments from the public, Mr. Berger motioned to close the public hearing, Mr. Crooks seconded. Motion approved 4-0.

Ms. Crow stated that all annexations are voluntary, and the City will not force any annexation. Ms. Linn explained that rezoning is just about land use and is the first step in the development process. The second step will plan what will be developed on the 60-foot section. Ms. Linn explained that the 199th Street bridge that spans I-35 is owned by the Kansas Department of Transportation (KDOT). She stated that it is her understanding KDOT is looking into repairing the bridge, but she does not know the timeline for the repair. Ms. Linn seconded what Ms. Crow stated about annexation and if a property owner does decide to protest the project going forward, the owner may contact City Hall for further information.

Chairman Daley asked about any nearby housing. Ms. Crow pointed out that on Figure 3 of the staff report, all of the nearby structures have been circled by staff.

Mr. Berger moved to recommend approval of Application ZA2019-01 to the Governing Body with the stipulations that (1) all infrastructure requirements of the City shall be met, (2) all platting requirements of the City shall be met, (3) all Site Plan application requirements of the

City shall be met, and (4) prior to issuance of building permits, the property shall be developed in accordance with a Site Plan reviewed and approved by the City, Mr. Crooks seconded. Motion approved 4-0.

**PUBLIC HEARING – ZA2019-02 (REZONING FOR ONE (1) PARCEL OF LAND
GENERALLY LOCATED ON THE NORTHEAST CORNER OF 207TH STREET AND
WAVERLY ROAD)**

A public hearing regarding Application ZA2019- 02, pertaining to the rezoning of one (1) parcel from City of Edgerton A-G (Agricultural) Zoning District to City of Edgerton L-P (Logistics Park) Zoning District, generally located on the northeast corner of 207th Street and Waverly Road was considered. Applicant: Brett Powell, Agent of NPD Management, LLC.

Chairman Daley opened the Public Hearing.

There were no comments from the public or staff.

Motion by Mr. Berger, seconded by Mr. Little, to close the Public Hearing. Motion was approved, 4-0.

Mr. Berger moved to recommend approval of Application ZA2019-02 to the Governing Body with the stipulations that (1) all infrastructure requirements of the City shall be met, (2) all platting requirements of the City shall be met, (3) all Site Plan application requirements of the City shall be met, and (4) prior to issuance of building permits, the property shall be developed in accordance with a Site Plan reviewed and approved by the City, Mr. Little seconded. Motion approved 4-0.

**PUBLIC HEARING – ZA2019-03 (REZONING FOR ONE (1) PARCEL OF LAND
GENERALLY LOCATED ON THE NORTHEAST CORNER OF 207TH STREET AND
WAVERLY ROAD)**

A public hearing regarding a rezoning Application ZA2019-03, pertaining to the rezoning of one (1) parcel from City of Edgerton A-G (Agricultural) Zoning District to City of Edgerton L-P (Logistics Park) Zoning District, generally located on the northeast corner of 207th Street and Waverly Road was considered. Applicant: Brett Powell, Agent of NPD Management, LLC.

Chairman Daley opened the Public Hearing.

There were no comments from the public or staff.

Motion by Mr. Little, seconded by Mr. Crooks, to close the Public Hearing. Motion was approved, 4-0.

Mr. Berger moved to recommend approval of Application ZA2019-03 to the Governing Body with the stipulations that (1) all infrastructure requirements of the City shall be met, (2) all platting requirements of the City shall be met, (3) all Site Plan application requirements of the

City shall be met, and (4) prior to issuance of building permits, the property shall be developed in accordance with a Site Plan reviewed and approved by the City, Mr. Little seconded. Motion approved 4-0.

PUBLIC HEARING – ZA2019-04 (REZONING FOR ONE (1) PARCEL OF LAND GENERALLY LOCATED ON THE NORTHEAST CORNER OF 207TH STREET AND WAVERLY ROAD)

A public hearing regarding Application ZA2019- 04, pertaining to the rezoning of one (1) parcel from City of Edgerton A-G (Agricultural) Zoning District to City of Edgerton L-P (Logistics Park) Zoning District, generally located on the northeast corner of 207th Street and Waverly Road was considered. Applicant: Brett Powell, Agent of NPD Management, LLC.

Chairman Daley opened the Public Hearing.

There were no comments from the public or staff.

Motion by Mr. Berger, seconded by Mr. Little, to close the Public Hearing. Motion was approved, 4-0.

Mr. Berger moved to recommend approval of Application ZA2019-04 to the Governing Body with the stipulations that (1) all infrastructure requirements of the City shall be met, (2) all platting requirements of the City shall be met, (3) all Site Plan application requirements of the City shall be met, and (4) prior to issuance of building permits, the property shall be developed in accordance with a Site Plan reviewed and approved by the City, Mr. Little seconded. Motion approved 4-0.

Ms. Linn stated that all four applications heard tonight would be recommended to the Governing Body at the March 28, 2019 City Council Meeting.

PUBLIC HEARING – PP2019-01 (PRELIMINARY PLAT FOR TSL EDGERTON)

A public hearing in regard to Application PP2019-01, pertaining to the property located on the southwest corner of 191st Street and Waverly Road was considered. Applicant: Transpec Leasing Incorporated.

Chairman Daley stated that TSL Edgerton is wanting to expand their current cargo container storage operations to parcels to the south. Ms. Crow stated that was correct as she showed the map provided in the staff report. She stated that the parcels were rezoned to the correct LP (Logistics Park) District zoning in October of 2018. Ms. Crow explained that a Preliminary and Final Plat were approved for Phase I by the Planning Commission in 2014. Pursuant to City of Edgerton Unified Development Code, that final plat has now become null and void since it was not filed with the County within one year. With the expansion to Phase II, the applicant has requested platting both phases together into one single plat.

Ms. Crow stated that the result will be a plat which contains one lot and two tracts. The resulting combined lot would have frontage along the south side of 191st Street right-of-way and the west side of Waverly Road right-of-way. This Preliminary Plat request is being made to move forward with a project which is seeking to expand the operations of the existing cargo container storage facility and truck yard. Ms. Crow informed the Commission that TSL Edgerton will also be reapplying for a Conditional Use Permit which will include the Phase II expansion of operations.

She explained that the utilities are the typical providers and that the parcels are located in the Big Bull Creek watershed. Ms. Crow said that there will be two private drives off of Waverly Road and two from 191st Street.

Ms. Crow pointed out that the driveway widths for two new drives to be constructed off of Waverly Road indicate a width which exceeds Edgerton standard width of 30 feet. The City Engineer recommends limiting drive width to 36 feet to match the width of drive being vacated which was approved for Phase I. The City Engineer has indicated that he would approve making the 20' radii, which is how the drive curves, smaller in order to hit the 36' maximum. This would not affect turning movements as striping would indicate that is a non-driving area. Another option is for the 50' radii to be made smaller. Ms. Crow also requested that a copy of any proposed restrictive covenants be provided at Final Site Plan approval.

Ms. Crow stated that City staff recommends approval of Application PP2019-01 for TSL Edgerton Phase II, subject to compliance with the following stipulations; (1) all Preliminary Plat requirements of the City listed shall be met or addressed, (2) all infrastructure requirements of the City shall be met, (3) a Stormwater Management Plan has been submitted. However, all comments must be addressed to the satisfaction of the City Engineer, (4) preliminary plat be approved for a one-year period and shall be extended for an additional year upon the approval of a final plat for the same parcel of land or any part thereof. If a final plat is not approved for a portion or all of the land covered under the preliminary plat within one year, the preliminary plat shall be ruled null and void. The Planning Commission upon submittal and approval of a written request may grant a one-year extension on the approval of the preliminary plat.

Mr. Crooks asked if the drive that is proposed to be removed was part of an access easement for another property. Ms. Linn stated that was for another cargo container storage lot on neighboring parcels to the ones that this application is for.

Chairman Daley opened the public hearing. There were no comments made by the public or Staff. Mr. Berger moved to close the public hearing, Mr. Crooks seconded. Motion approved 4-0.

Mr. Berger moved to approve Application PP2019-01, with the stipulations of (1) all Preliminary Plat requirements of the City listed above shall be met or addressed, (2) all infrastructure requirements of the City shall be met, (3) a Stormwater Management Plan has been submitted. However, all comments must be addressed to the satisfaction of the City Engineer, (4) preliminary plat be approved for a one-year period and shall be extended for an additional year upon the approval of a final plat for the same parcel of land or any part thereof. If a final plat is

not approved for a portion or all of the land covered under the preliminary plat within one year, the preliminary plat shall be ruled null and void. The Planning Commission upon submittal and approval of a written request may grant a one-year extension on the approval of the preliminary plat. Mr. Crooks seconded. Preliminary Plat approved, 4-0.

FINAL PLAT – FP2019-01 (FINAL PLAT FOR TSL EDGERTON)

An application of a Final Plat, FP2019-01, requesting recommendation of approval of a final plat for the property located on the southwest corner of 191st Street and Waverly Road was considered. Applicant: Transpec Leasing Incorporated.

Chairman Daley introduced the Final Plat application. Ms. Crow stated that this is for the same parcels as the Preliminary Plat that was just approved by the Planning Commission. She stated that Lot 1 is comprised of 44.34 acres, Tract A is 1.27 acres, and that Tract B is made up of 1.45 acres.

Ms. Crow explained that confirmation of monument set will need to be provided once placed by surveyor, and it is possible that other easements may be required. She also stated that the existing sanitary sewer easement has not been recorded with Johnson County. Staff recommends that this easement be indicated on the Final Plat so that it can be recorded at the time the plat is recorded. Applicant must confirm sanitary sewer location and confirm with City Staff prior to approval by the Governing Body.

Ms. Crow stated that City staff recommends approval of Application FP2019-01 Final Plat for TSL Edgerton Phases I & II, subject to compliance with the following stipulations; (1) the commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat by the Governing Body, (2) a Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements, (3) the applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax and recording of the Final Plat within one year of approval, (4) the applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code, (5) the applicant has submitted a Stormwater Management Plan. All staff comments must be addressed to the satisfaction of the City Engineer at Site Plan review, (6) all Final Plat requirements of the City listed shall be met or addressed prior to recording of the Plat.

Chairman Daley asked if the lot was to be paved. Ms. Linn answered that the lot has to be asphalt or concrete in order to meet Code. Chairman Daley clarified that a Final Site Plan will be submitted at a later time. Ms. Linn stated that is correct.

Mr. Berger move to recommend approval to the Governing Body of Application FP2019-01 with the following stipulations; (1) the commencement of any improvements shall not occur

prior to the approval and endorsement of the Final Plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat by the Governing Body, (2) a Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements, (3) the applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax and recording of the Final Plat within one year of approval, (4) the applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code, (5) the applicant has submitted a Stormwater Management Plan. All staff comments must be addressed to the satisfaction of the City Engineer at Site Plan review, (6) all Final Plat requirements of the City listed shall be met or addressed prior to recording of the Plat. Mr. Crooks seconded. Motion approved, 4-0.

FUTURE MEETING

The next meeting is scheduled for April 9, 2019.

ADJOURNMENT

Motion by Mr. Berger, seconded by Mr. Little, to adjourn. Motion was approved, 4-0.

The meeting adjourned at 7:39 p.m.

Submitted by: Chris Clinton, Planning and Zoning Coordinator