

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
September 26, 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 September 12, 2019 Regular City Council Meeting
5. Approve of Resolution No. 09-26-19A Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas
6. Approve an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Year 2019
7. Approve Final Acceptance of UBAS Portion of the 2019 Street Maintenance Program
8. Accept Permanent Trail Easement from Unified School District No. 231 for the Highway 56 Trail Project

Regular Agenda

9. **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.
10. **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.
11. Presentation by Jason Camis from Gardner Edgerton Chamber of Commerce – 2019 Third Quarter Update
12. Parks & Recreation 2019 Snapshot

Business Requiring Action

13. **CONSIDER CHANGE ORDER #1 FOR 2019 STREET RECONSTRUCTION PROJECT, TO INCLUDE MILL & OVERLAY OF SURROUNDING STREETS WITH BASE REPAIR AND CURB REPLACEMENT, AND STORM OUTFALL CONSTRUCTION**

Motion: _____ Second: _____ Vote: _____

14. CONSIDER ORDINANCE NO. 2025 WHICH ADOPTS THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE CONDITIONAL USE PERMITS CU2019-02 (NORTH) AND CU2019-03 (SOUTH) TO ALLOW TWO BILLBOARDS – 36450 FRONTAGE ROAD, EDGERTON, KS

Motion: _____ Second: _____ Vote: _____

15. CONSIDER ORDINANCE NO. 2026 APPROVING THE DESCRIPTIONS AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS NEEDED FOR CONSTRUCTING 56 HIGHWAY MULTI-USE TRAIL AND ASSOCIATED IMPROVEMENTS

Motion: _____ Second: _____ Vote: _____

16. CONSIDER RECOMMENDATION TO REJECT THE BIDS FOR CONSTRUCTION OF THE 56 HIGHWAY MULTI-USE TRAIL PROJECT

Motion: _____ Second: _____ Vote: _____

17. CONSIDER CHARTER ORDINANCE NO. 26 EXEMPTING THE CITY FROM THE PROVISIONS OF K.S.A. 25-2120, AMENDING SECTION 3 OF CHARTER ORDINANCE NO. 23 OF THE CITY OF EDGERTON, KANSAS TO ACCURATELY REFLECT THE EXPIRATION DATE AND START DATE OF CITY COUNCILMEMBER TERMS AND REPEALING CHARTER ORDINANCE NO. 24

Motion: _____ Second: _____ Vote: _____

18. Report By The City Administrator

19. Report By the Mayor

20. Future Meeting Reminders:

- October 8th: Planning Commission – 7PM
- October 12th: City Council – 7PM
- October 24th: City Council – 7PM
- November 12th: Planning Commission – 7PM
- November 14th: City Council – 7PM
- November 28th: City Council – 7PM
- December 10th: Planning Commission – 7 PM
- December 12th: City Council – 7PM
- December 26th: City Council – 7PM

21. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

October 7: Youth Art Class: Ceramic Pumpkins

October 14: Youth Cooking Class: Fall Foods

October 17: School's Out Day Camp

October 18: Building Blazer's Day Camp

City of Edgerton, Kansas
Minutes of City Council Regular Session
September 12, 2019

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on September 12, 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
	City Attorney Lee Hendricks
	City Clerk Rachel James
	Finance Director Karen Kindle
	Development Services Director Katy Crow
	Public Works Director Dan Merkh
	Public Works Superintendent Trey Whitaker
	Marketing and Communications Manager Kara Banks
	Elevate Edgerton President James Oltman

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for August 22, 2019 Regular City Council Meeting
5. Approve Disposal of Vehicles and Equipment

Motion by Longanecker, Second by Smith to approve the consent agenda.

Motion passed, 4-0.

REGULAR AGENDA

6. **Public Comments.** None.
7. **Declaration.** None.

8. Introduction of Zach Bright

Dan Merkh, Public Works Director, introduced Zach Bright who was hired for the open Maintenance Worker position. Mr. Bright thanked Council for the opportunity to work for the City.

Josh Lewis arrived at 7:07PM

BUSINESS REQUIRING ACTION

9. **CONSIDER SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN CITY OF EDGERTON AND BG CONSULTANTS, INC FOR CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES I-35 SOUTH PHASE II GRAVITY SEWER IMPROVEMENTS**

Scott Peterson, Assistant City Administrator, introduced the agreement which is needed for construction administration and observation services for the I-35 South Phase II Gravity Sewer Improvements.

BG Consultants has prepared the attached Agreement to provide the construction observation services for the I-35 South Phase II Gravity Sewer Improvements. 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. 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.

Motion by Longanecker, Second by Smith to approve Supplemental Agreement No. 1 Between City of Edgerton and BG Consultants For Construction Administration and Observation Services for the I-35 South Phase II Gravity Sewer Improvements.

Motion passed, 5-0.

10. **CONSIDER APPROVAL OF ORDINANCE NO. 2024 ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE AN AMENDMENT TO THE EDGERTON UNIFIED DEVELOPMENT CODE TO INCLUDE AN UPDATED VERSION OF ARTICLE 4 – SECTION 4.3, 4.4, 4.6, AND 4.7 AND ARTICLE 7 – SECTIONS 7.1 AND 7.2**

Katy Crow, Development Services Director, overviewed the updates to Article 4 and Article 7 related to Commercial Zoning Districts.

Councilmember Longanecker suggested the addition of language including a church or religious center be made on page 7-5. Ms. Crow consulted Lee Hendricks, City Attorney, on the matter. Mr. Hendricks cross referenced language used elsewhere in City Code and stated the terms church, youth center, or library could be added. There was general discussion on the addition of this language. Consensus was met on the addition of this language.

Mayor Roberts drew attention to 7-2 A 1 in regards to Bed and Breakfasts, he suggested the removal of the word sleeping. Consensus was met on the removal of this language.

Council member Smith asked about cell phone towers. Ms. Crow and Mr. Hendricks had a discussion about Chapter 7-6 Wireless Support Structures and Mr. Hendricks said there has been no update from the State and this language will work for now.

Motion by Smith, Second by Longanecker to approve Ordinance No. 2024 with the stated updates to section 7-2 A 1 and 7-5.

Motion passed, 5-0.

11. CONSIDER RESOLUTION NO. 09-12-19A ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITH THE CITY OF EDGERTON, KANSAS

Karen Kindle, Finance Director, introduced the updated Fee Resolution to Council which includes water and wastewater rate updates as well as the inclusion of the Code Enforcement abatement fee which is established in City policy yet not accounted for in the Fee Resolution.

Raftelis Financial Consultants recommended a small rate increase in each year of the forecast period in order to avoid large rate increases in the later years of the forecast period. The 2020 Budget adopted by the Council on August 22, 2019, included the rate increases. The wholesale wastewater rate remained unchanged at \$3.36 per 1,000 gallons. The fee resolution, if adopted, includes the rate increase and sets the effective date as the January 1, 2020, utility bills.

Staff recommended the addition of a Code Enforcement Abatement Administration fee which is mentioned in Edgerton Municipal Code Article 9, Section 8-903(b)(4). Staff used \$50 as the amount of the administrative fee charged during the abatement process to cover the cost of sending certified mail notifications and publication in the City of Edgerton's newspaper of record, The Gardner News.

Ms. Kindle referenced the visual included in the Agenda packet which showed Edgerton water and wastewater rates in the middle of comparison cities of similar size in the area. Mayor Roberts stated that water is the least expensive utility and he wondered how much commodities like fuel and utilities like electricity have increased in the past 30 years.

Councilmember Longanecker asked about separating the Conditional Use Permit Fee by zoning districts. Mayor Roberts stated he would like to see Staff put the numbers together and include a fee for secondary review of plats and plans and/or fees for multiple re-reviews. Beth Linn, City Administrator, recommended that this question be delayed until after the first of the year for a Governing Body Work Session that will focus on fees, code enforcement, and policies.

Motion by Longanecker, Second by Smith to approve Resolution 09-12-19A.

Motion passed, 5-0.

12. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS

Motion by Brown, Second by Longanecker to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing contract negotiations to include City Attorney, City Administrator, and Public Works Director for twenty (20) minutes.

Motion was approved, 5-0.

Session recessed at 7:45 pm. Meeting reconvened at 8:05 pm.

Motion by Brown, Second by Longanecker to return to open session.

Motion was approved, 5-0.

Motion by Brown, Second by Longanecker to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing contract negotiations to include City Attorney and City Administrator for an additional ten (10) minutes.

Motion was approved, 5-0.

Session recessed at 8:06 pm. Meeting reconvened at 8:16 pm.

Motion by Brown, Second by Longanecker to return to open session.

Motion was approved, 5-0.

13. CONSIDER RESOLUTION NO. 09-12-19B PURSUANT TO K.S.A 26-201 SETTING FORTH THE NECESSITY FOR CONDEMNATION OF PRIVATE PROPERTY AND AUTHORIZING PREPARATION OF A SURVEY AND LEGAL DESCRIPTIONS OF THE PROPERTY TO BE CONDEMNED

Dan Merkh, Public Works Director, stated this is the first step in the process for condemnation, the Resolution confirms the necessity for condemnation and will authorize the preparation of survey and legal description. In an effort to meet the tight project schedule, Staff requested that City Council approve this Resolution for all easements on property west of Edgerton Elementary. If passed, the resolution does not prohibit the City negotiating and/or acquiring the easements – it will authorize the preparation of the descriptions.

Motion by Smith, Second by Longanecker to Resolution No. 09-12-19B.

Motion passed, 5-0.

14. **Report by the City Administrator** none.

15. **Report by the Mayor**

Mayor Roberts and Council had a brief discussion about swearing in dates of the new or reelected Councilmembers after the November election. It was determined that the outgoing Councilmembers last meeting would be the first meeting in December of the election year. Mr. Hendricks will prepare the Charter Ordinance for this update for the next meeting.

16. **Future Meeting Reminders:**

September 10th: Planning Commission – 7PM

September 12th: City Council Meeting – 7PM

17. **Adjourn**

Motion by Smith, Second by Lewis to adjourn.

Motion was approved 5-0. The meeting adjourned at 8:18 pm.

EVENTS

September 7th: Cops N' Bobbers Fishing Derby @ Edgerton Lake – 10AM to Noon

September 18th: Senior Lunch and Bingo – Noon

City Council Action Item

Council Meeting Date: September 26, 2019

Department: Administration

Agenda Item: Consider Approval of Resolution No. 09-26-19A Waiving the City's Compliance with Generally Accepted Accounting Principles for Financial Reporting and Causing Such Reports to be Prepared in Compliance with the Cash Basis and Budget Laws of the State of Kansas

Background/Description of Item:

Each year the City of Edgerton requests that the financial statements and financial reports of the City of Edgerton for the year ending December 31st be prepared in compliance with the cash basis and budget laws of the State of Kansas, and requests waiver of the requirements of K.S.A. 75-1120a(a).

K.S.A. 75-1120a(a) is the uniform system of fiscal procedure, accounting and reporting for municipalities. It requires the use of Generally Accepted Accounting Principles (GAAP). The Governing Body can, by resolution, each year make a finding that the financial statements and financial reports prepared in conformity with the requirements of GAAP are of no significant value to the Governing Body or members of the general public of the municipality. The Governing Body can then request a waiver from the Director of Accounts and Reports to prepare the City's financial statement on the basis of the cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Another requirement to receive the waiver is that the City of Edgerton may not have any bond ordinances or other ordinances or resolutions which require financial statements or reports to be prepared in conformity with K.S.A. 75-1120a(a). The City of Edgerton currently does not have any such ordinances or resolutions.

Related Ordinance(s) or Statue(s): K.S.A. 75-1120a

Funding Source: n/a

Budget Allocated: n/a

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Resolution 09-26-19A waiving the City's compliance with Generally Accepted Accounting Principles for financial reporting and causing such reports to be prepared in compliance with the cash basis and budget laws of the State of Kansas.

Enclosed: Draft Resolution 09-26-19A

Prepared by: Karen Kindle * Finance Director

RESOLUTION NO. 09-26-19A

A RESOLUTION WAIVING THE CITY'S COMPLIANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES FOR FINANCIAL REPORTING AND CAUSING SUCH REPORTS TO BE PREPARED IN COMPLIANCE WITH THE CASH BASIS AND BUDGET LAWS OF THE STATE OF KANSAS

WHEREAS, the City of Edgerton, Kansas, prepares its financial statements and financial reports for the year ending December 31, 2019 to be prepared in conformity with the cash basis and budget laws of this state; and

WHEREAS, K.S.A. 75-1120a (a) requires the financial statements be prepared in conformity with Generally Accepted Accounting Principles; and

WHEREAS, K.S.A. 75-1120a (a) the governing body, by resolution, annually shall make a finding that financial statements and financial reports prepared in conformity with the requirements of subsection (a) are not relevant to the requirements of the cash-basis and budget laws of this state and are of no significant value to the governing body or members of the general public of the municipality; and

WHEREAS, there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K. S. A. 75-1120a (a) for the year ending December 31, 2019.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Edgerton, Kansas, in regular meeting, duly assembled, that the Director of Accounts and Reports waive the requirements of K. S. A. 75-1120a (a) as they apply to the City of Edgerton, Kansas for the year ending December 31, 2019.

BE IT FURTHER RESOLVED that the Governing Body shall cause the financial statements and financial reports of the City of Edgerton to be prepared on the basis of cash receipts and disbursements, as adjusted, to show compliance with the cash basis and budget laws of this State.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 26TH DAY OF SEPTEMBER, 2019.

ATTEST:

CITY OF EDGERTON, KANSAS

Rachel A. James, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

City Council Action Item

Council Meeting Date: September 26, 2019

Department: Administration

Agenda Item: Consider an Agreement with Varney & Associates, CPAs, LLC, to Prepare the City's Financial Audit for Fiscal Year 2019

Background/Description of Item:

In 2015, the City of Edgerton conducted an RFP for audit services and selected Varney & Associates, CPAs, LLC, to perform the annual audit of the City's financial statements. The RFP solicited audit services for three fiscal years: 2015, 2016 and 2017. In May 2018, Council approved a three-year agreement with Varney & Associates to audit the financial statements for fiscal years 2018, 2019 and 2020 for a flat fee per year of \$8,400. Attached is the engagement letter for the 2019 audit. Staff included the audit fee in the 2020 Budget.

The City Attorney has reviewed and approved the engagement letter.

Related Ordinance(s) or Statue(s): K.S.A. 44-1030

Funding Source: General Fund, Water Fund, Sewer Fund

Budget Allocated: \$8,400 divided between the General Fund, Water Fund and Sewer Fund.

Finance Director Approval:  x
Karen Kindle, Finance Director

Recommendation: Approve the engagement letter with Varney & Associates, CPAs, LLC, to prepare the City's Financial Audit for Fiscal Year 2019.

Enclosed: 2019 Engagement Letter with Varney & Associates, CPAs, LLC

Prepared by: Karen Kindle * Finance Director



September 17, 2019

City of Edgerton, Kansas
PO Box 255
Edgerton, KS 66021

The following represents our understanding of the services we will provide the City of Edgerton, Kansas.

You have requested that we audit the statement of regulatory basis receipts, expenditures and unencumbered cash balances of the City of Edgerton, Kansas (the City), as of December 31, 2019 and the year then ended, and the related notes to the financial statement, which collectively comprise the City's basic financial statement. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the basic financial statement.

Regulatory-Required Supplementary Information

Regulatory-required supplementary information other than RSI will accompany the City's basic financial statement. We will subject the following regulatory-required supplementary information to the auditing procedures applied in our audit of the basic financial statement and perform certain additional procedures, including comparing and reconciling the regulatory-required supplementary information to the underlying accounting and other records used to prepare the basic financial statement or to the basic financial statement itself, and additional procedures in accordance with U.S. GAAS and the *Kansas Municipal Audit and Accounting Guide* (KMAAG). We intend to provide an opinion on the following regulatory-required supplementary information in relation to the basic financial statement as a whole:

Schedule of expenditures – actual and budget (regulatory basis)

Schedule of individual fund receipts and expenditures – actual and budget (regulatory basis)

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and KMAAG. Those standards and KMAAG require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statement is free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statement, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statement. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, including direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with

Auditor Responsibilities (Continued)

creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and KMAAG.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statement in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statement that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the basic financial statement is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statement in accordance with KMAAG;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a basic financial statement that is free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and

Management Responsibilities (Continued)

- iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing the basic financial statement that indicates that such basic financial statement has been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statement as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the regulatory-required supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statement, or if the supplementary information will not be presented with the audited basic financial statement, to make the audited basic financial statement readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statement. Our report will be addressed to the governing body of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statement and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing.

Other (Continued)

You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

April G. Swartz, CPA, is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Varney & Associates, CPAs, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, not to exceed \$8,400 for the year ended December 31, 2019. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statement is issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the governing body the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

September 17, 2019
City of Edgerton, Kansas
Page Five

Provision of Engagement Administration, Timing and Fees (Continued)

The audit documentation for this engagement is the property of Varney & Associates, CPAs, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Varney & Associates, CPAs, LLC's personnel.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Varney & Associates, CPAs, LLC

Varney & Associates, CPAs, LLC

RESPONSE:

This letter correctly sets forth our understanding.

City of Edgerton, Kansas

Acknowledged and agreed on behalf of the City of Edgerton, Kansas by:

Title: _____

Date: _____

City Council Action Item

Council Meeting Date: September 26, 2019

Department: Public Works

Agenda Item: Consider Final Acceptance of UBAS Portion of the 2019 Street Maintenance Program

Background/Description of Item:

On May 23, 2019, the Edgerton City Council approved the 2019 Street Maintenance Program, this program provided maintenance activities to East 3rd Street (56 Highway to East Nelson Street), East 4th Street (56 Highway to East Hulett Street).

The City of Edgerton utilized cooperative bidding language out lined in the City of Lenexa's 2019 Street Maintenance program to access the competitive pricing for UBAS. Staff worked with McAnany Construction to complete the maintenance activity. The estimated total cost for the 2019 UBAS work was \$67,890. The City receive the invoice for the scope of work with a cost saving of \$29,688, this was due to a reduction actual sealed area. The total is outlined below.

UBAS	\$ 38,202.00
Total	\$ 38,202.00

Notice to Proceed was issued on May 30, 2019. The Substantial Completion date was August 2, 2019, with final completion on August 8, 2019. The Public Works Department conducted inspection services for this work and has performed final inspection and noted the project for final acceptance.

Related Ordinance(s) or Statue(s):

Funding Source:

Budget Allocated:



x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Agenda Item: Recommend Final Acceptance of UBAS portion of the 2019 Street Maintenance Program to begin the warranty period.

Enclosed: McAnany Construction UBAS Invoice
Email from Public Works Department regarding project completion

Prepared by:

Trey Whitaker, Public Works Superintendent



MCANANY
CONSTRUCTION
SINCE 1954

Invoice

P.O. Box 860009

Shawnee, KS 66286

Phone: (913) 631-5440

Fax: (913) 631-7043

Invoice Number

2257

Invoice Date

7/31/2019

Bill To: City of Edgerton

Re: Edgerton 2019 UBAS

Edgerton, KS

Job No	Customer Job No	Customer PO	Payment Terms		Due Date	
9064			Net 30 Days		8/30/2019	
ID	Description	Quantity	U/M	Rate/Unit	Price	
	UBAS Macrotexture	5,050.00	SY	1.90	9,595.00	
	UBAS Paving	5,050.00	SY	5.50	27,775.00	
	Bond	1.00	LS	832.00	832.00	

Subtotal	\$	38,202.00
Sales Tax (if applicable)	\$	0.00

Total Due	\$	38,202.00
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Thank you for your business!

Dan Merkh

From: Trey Whitaker
Sent: Wednesday, September 18, 2019 3:54 PM
To: Beth Linn
Cc: Dan Merkh
Subject: 2019 Street Program - Final Acceptance

Beth,

To the best of my knowledge McAnany Construction has completed all work for associated with the Ultrathin Bonded Asphalt Surface (UBAS) application to East 3rd Street (56 Highway to East Nelson St) and East 4th Street (56 Highway to East Hulett Street) as part of the 2019 Street Maintenance Program.

Respectfully submitted,



Trey Whitaker • Public Works Superintendent
City of Edgerton, KS
404 East Nelson • Edgerton, KS 66021
913.893.6231 • 913.893.6232 (f) • 816.206.2358 (c)
www.edgertonks.org

PERMANENT TRAIL EASEMENT

THIS AGREEMENT, Made and entered into this 16th day of September, 2019, by and between **UNIFIED SCHOOL DISTRICT NO. 231, JOHNSON COUNTY, STATE OF KANSAS**, a Kansas public school district, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE GRANT OF PERMANENT EASEMENT

In consideration of One and No/100 Dollar (\$1.00) in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and other factors arising from the public improvement to be made, including but not limited to loss of trees, overhanging tree branches or landscaping within the easement area, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a permanent easement for a public sidewalk or a multi-use trail in, on, and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Grantee shall, at Grantee's sole cost and expense, keep and maintain said multi-use trail in good, clean, neat, and operational order and shall provide all maintenance and upkeep necessary to keep and maintain the multi-use trail in such condition.

By acceptance of this Easement, Grantee agrees that during and immediately following initial construction and any subsequent reconstruction and/or maintenance of the multi-use trail by Grantee that it will protect Grantor's property and adjacent property from any damage, injury or loss arising from Grantee's use of the real property hereinbefore described and, subject to the public sidewalk or multi-use trail, restore the real property described in Exhibit A hereto surrounding said sidewalk or multi-use trail to as near the original condition as possible, including the replacement of sod and re-seeding.

**SECTION TWO
RESTRICTED USE BY GRANTORS**

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not allow or construct or permit to be constructed any structure, trees, overhanging tree branches or landscaping, or obstructions on or over the above described easement area or interfere with the construction, maintenance, or operation of utility lines and appurtenance constructed pursuant to this instrument. Except as herein specifically provided, the rights granted herein shall not be construed to interfere with or restrict Grantor, its successor or assigns, from the use of the above-described real property.

**SECTION THREE
INDEMNITY**

Notwithstanding anything herein to the contrary, to the extent permitted by Kansas law and subject to any limitations or defenses provided Grantee under the Kansas Tort Claims Act, by acceptance and use of this Easement, Grantee agrees to defend, indemnify and hold harmless the Grantor, its officers, agents, and employees from and against any and all costs, damage to property of Grantor, or any other person or property, arising out of or in any way resulting from Grantee's activities or exercise of its respective rights granted hereunder. This covenant shall run with the land.

**SECTION FOUR
EFFECT OF AGREEMENT**

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR:

**UNIFIED SCHOOL DISTRICT NO. 231,
JOHNSON COUNTY STATE OF KANSAS**

By: 

Printed Name: Shawn Carlisle
President, Board of Education

ATTEST:

By: 

Printed Name: Deb Starling
Clerk, Board of Education

GRANTEE:

**CITY OF EDGERTON, KANSAS,
A Municipal Corporation**

By: _____

Beth Linn
City Administrator

ATTEST:

By: _____

Rachel James, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

ss:

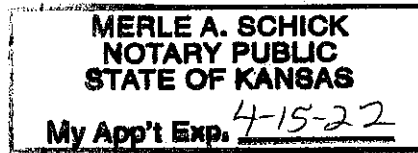
BE IT REMEMBERED, that on this 16th day of September, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came *[insert names]* Shawn Carlisle and Deb Starling, the President and Clerk, respectively, of the Board of Education, Unified School District No. 231, Johnson County, State of Kansas, who are personally known to be to be the same persons who executed as such officers/members the foregoing instrument of writing on behalf of said entity and said persons duly acknowledged the execution of the same to be the act and deed of said entity.

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

Merle A. Schick
Notary Public

My Appointment Expires:

4-15-22



ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

ss:

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Beth Linn**, City Administrator for the City of Edgerton, Kansas and **Rachel James**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

OWNER: HIGH SCHOOL DISTRICT NO. 1

DESCRIPTION: EASEMENT

A TRACT OF LAND IN LOT 5 OF THE COUNTY CLERK'S SUBDIVISION IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 5 37.87 FEET
S.1°43'25"E. (BEING AN ASSUMED BEARING) FROM THE NORTH LINE OF
THE NORTHWEST QUARTER OF SAID SECTION 7, SAID POINT OF BEGINNING
BEING THE SOUTHWEST CORNER OF A TRACT RECORDED A CONTRACT FOR
RIGHT-OF-WAY IN BOOK 155 ON PAGE 63 AT THE JOHNSON COUNTY
REGISTER OF DEEDS; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE US
HIGHWAY 56 AS RECORDED IN SAID CONTRACT FOR RIGHT-OF-WAY TRACT
N.88°11'06"E. 428.28 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF
SAID LOT 5, BEING THE SOUTHEAST CORNER OF THE SAID RIGHT-OF-WAY
TRACT AND 37.1 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHWEST
QUARTER; THENCE ALONG THE EAST LINE OF SAID LOT 5
S.1°49'35"E. 15.00 FEET; THENCE PARALLEL TO A 15.00 FEET SOUTHERLY OF
(MEASURED PERPENDICULAR TO) THE SOUTH RIGHT-OF-WAY LINE OF SAID
HIGHWAY 56
S.88°11'06"W. 428.31 FEET THE WEST LINE OF SAID LOT 5; THENCE ALONG
THE WEST LINE OF SAID LOT 5
N.1°43'25"W. 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.148
ACRES.

BEARINGS HEREIN ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER
AS HAVING AN ASSUMED BEARING OF S.88°17'09"W.

NW COR.
Sec. 7, T15S, R22E

EXHIBIT A

N 1/4 COR.
Sec. 7, T15S, R22E

Section Line

MORGAN STREET (US-56)

Exist. R/W



Proposed
15' Easement

Proposed 8"
PVC Waterline

428.31'

RURAL HIGH SCHOOL # 1
PO BOX 97
GARDNER, KS 66030

LOT 5
County Clerks
Subdivision

LEGEND

Proposed Easement

Strip Map
City of Edgerton
Morgan Street (US 56)

SCALE: 1"=50'

Preparation Date: August 9, 2017



www.bgcors.com

City Council Action Item

Council Meeting Date: September 26, 2019

Department: Public Works

Agenda Item: Consider Change Order #1 for 2019 Street Reconstruction Project, to include Mill & Overlay of Surrounding Streets with base repair and curb replacement, and Storm outfall construction

Background/Description of Item:

On March 29, 2019, the City of Edgerton issued a Request for Qualifications seeking Design-Build teams for the design and construction of residential roadways, see attached map for street locations. These roadways are identified in the 2017 Street Program as passed their useful life. Once identified as passed their useful life, maintenance operations ceased, and development of this project began. The Project includes new installation of roadway, storm inlets, storm pipe, sidewalks, curb & gutter, and adjustments as needed to street lighting and utilities.

On May 23, 2019, City Council approved the preliminary design-build agreement with Miles Excavating. This agreement provided partial design plans, partial drainage plans, construction schedule, and a Guaranteed Maximum Price (GMP).

On June 27, 2019, Council approved the typical section for the project. The typical section is to consist of asphalt roadway, 28 foot from back of curb to back of curb, low back curb, sidewalk on one side of the street, sidewalk to be 5 foot in width, and 50 feet of street right-of-way. Sidewalk is to be replaced in the same location if it exists currently. When it does not exist, it is to be installed on either the North side or West side of the street.

On July 11, 2019, Council approved the Guaranteed Maximum Price of \$3,031,399.10. Also approved was the schedule with construction starting August 1, as well as an owner held and owner-controlled contingency of \$30,000.

On August 8, 2019, Council approved the Final Agreement with design-build team. Council also approved the overall project cost at \$3,442,434. Construction is currently on schedule with an anticipated completion this year.

During the winter of 2018-2019, the increased precipitation compared to previous years caused significant degradation to surrounding streets. This degradation has been expedited by the heavy truck traffic from this project. The proposed scope increase is to add the surrounding streets to the project area. Of the neighboring streets, the degradation is greatest on Edgewood Drive and 7th Street. Additional roadways are at risk of worsening

conditions. Within the proposed surrounding street areas, several localized areas of base repair are needed prior to a 4" Mill and Overlay. At the time to conduct the work, staff will identify the roadway segments with the highest need for repair. The change order includes the estimated amount of 4" Mill and Overlay, an estimated amount of base repair needed as well as estimated footage of curb to be replaced. The final quantities will be determined, and the pricing will use the dollars per bid quantity to calculate the final pricing.

This change order also recommends an engineering solution to the drainage issue at the outfall of Heather Knoll Drive at the address of 617 Heather Knoll Drive. This scope resolves existing drainage problems that staff was made aware of after the GMP was established.

The total requested increase is \$332,187, increasing the GMP to \$3,363,586. The funding source for the project is approved by council, as listed below:

General Fund	\$ 41,694		
Street Excise Tax	\$ 382,556	increased to	\$ 414,675
Public Infrastructure Fund	\$ 1,483,252		
Temp Notes	\$ 1,534,932	increased to	<u>\$1,835,000</u>
Total:	\$ 3,442,434	increased to	\$3,774,621

Staff is recommending the use of Temporary Notes (\$300,068) and additional Street Excise Tax (\$32,119) for the additional funding. Staff included this portion of roadway in the Ordinance No. 2016 and the intent to issue the Temporary Notes were in Resolution No. 08-22-19A. The Temporary Notes are to be repaid with City Maintenance Fee from LPKC Phase I.

Related Ordinance(s) or Statue(s):

<u>Funding Source:</u>	General Fund	\$ 41,694
	Street Excise Tax	\$ 414,675
	Public Infrastructure Fund	\$ 1,483,252
	Proposed Temp Notes	<u>\$ 1,835,000</u>
	Project Total:	\$ 3,774,621

Budget Allocated: N/A

x Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Change Order #1 for 2019 Street Reconstruction Project, to include Mill & Overlay of Surrounding streets with base repair and curb replacement, and Storm outfall construction

Enclosed: Change Order #1, Project Cost Estimate 9-17-19 2019 Street Reconstruction -
#8069

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



Edgerton Streets Design Build
City of Edgerton, KS
City Project No.
Miles Excavating Project No. 19007C

Modification to Project Scope/ Change Order

9/17/2019

This change order request encompasses the 4" Mill and Overlay of surrounding streets to the 2019 Street Reconstruction Project. Streets may include Edgewood Drive, 7th Street, 4th Street, Meriwood Lane, 8th Street, and 3rd Street. The estimated quantity is 8,833 SY. There will also be an estimated 400 SY of Full Depth Pavement Patching, as well as an estimated 250 LF of Curb Removal and Replacement.

This change order will also include an additional 20 working days to be added to the contract

Item Description	Unit of Measure	Unit Price	Estimated Quantity	Total Price
4" Mill & Overlay	SY	\$26.26	8833.00	\$231,954.58
Full Depth Pavement Patch	SY	\$139.37	400.00	\$55,748.00
Curb Removal & Replacement	LF	\$44.29	250.00	\$11,072.50
Heather Knoll Storm Outlet	LS	\$33,410.96	1.00	\$33,410.96
			Total:	\$332,186.04

Owner and/or Engineer's Review

Contractor: Whitney Miles Date: 9/5/2019

Owner/City: _____ Date: _____

**City of Edgerton
Project Cost Sheet**

Project Number:	8069	Funding Status:	Funded
Dept:	Public Works	Project Status:	Design
Citizen Survey:	1 - Streets	Project Manager:	Dan Merkh
		Time Component:	45%

Project Name: 2019 Street Reconstruction

Project Description: Street A, B, and C all are segments of roadway that are past their useful life. The project area is in the Southwestern section of Edgerton, located between 1st Street and 8th Street. The Street sections are typically 28 FT wide, with 50 FT of right-of-way, and have a total length of approximately 4,300 LF.

Operations Impact: The construction activities would have an impact on traffic through the construction zone.

Additional Staff: Trey Whitaker Co PM **Time:** 25%
Karen Kindle Finance 10%

Outside Funding Available? No

Notes: Design-Build in 2 agreements

Year of Design 2019
Year of Construction 2019 **Year of Completion** 2019

Inflation Factor:

--	--	--	--	--	--	--

Project Cost	Todays \$	2019	2020	2021	2022	2023	2024
D/B Prelim Agreement	\$ 170,535	\$ 170,535	\$ -	\$ -	\$ -	\$ -	\$ -
D/B Final Agreement (GMP)	3,363,586	3,363,586	-	-	-	-	-
Design	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-
Construction Inspection	120,000	120,000	-	-	-	-	-
City Engineer	40,000	40,000	-	-	-	-	-
Utility Relocation	25,000	25,000	-	-	-	-	-
Land Acquisition/ROW/Easements	25,000	25,000	-	-	-	-	-
Permits	-	-	-	-	-	-	-
Misc. (Legal, recording fees)	500	500	-	-	-	-	-
Contingency	30,000	30,000	-	-	-	-	-
Total Cost	\$ 3,774,621	\$ 3,774,621	\$ -	\$ -	\$ -	\$ -	\$ -

Project Financing							
General Fund	\$ 41,694	\$ 41,694	\$ -	\$ -	\$ -	\$ -	\$ -
Special Highway Fund	-	-	-	-	-	-	-
Special Park & Rec Fund	-	-	-	-	-	-	-
Street Excise Tax	425,886	425,886	-	-	-	-	-
Park Impact Fee	-	-	-	-	-	-	-
CARS	-	-	-	-	-	-	-
KDOT	-	-	-	-	-	-	-
Other Cities	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-
GO Bonds	-	-	-	-	-	-	-
Temp Notes	-	-	-	-	-	-	-
PIF Maintenance Fee	1,472,041	1,472,041	-	-	-	-	-
Economic Development Fund	-	-	-	-	-	-	-
Non-LPKC Origination Fees	-	-	-	-	-	-	-
Water Fund	-	-	-	-	-	-	-
System Dev Fee - Water	-	-	-	-	-	-	-
Sewer Fund	-	-	-	-	-	-	-
System Dev Fee - Sewer	-	-	-	-	-	-	-
GO Bonds	-	-	-	-	-	-	-
Temp Notes	1,835,000	1,835,000	-	-	-	-	-
State Revolving Loan Fund	-	-	-	-	-	-	-
PIF - LPKC Phase 1	-	-	-	-	-	-	-
PIF - LPKC Phase 2	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Funding Sources	\$ 3,774,621	\$ 3,774,621	\$ -	\$ -	\$ -	\$ -	\$ -

check figures \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -
(should be zero - if not, additional funding may be needed or funding may need to be returned to the original funding source)

City Council Action Item

Council Meeting Date: September 26, 2019

Department: Community Development

Agenda Item: Consider Ordinance No. 2025 Which Adopts the Planning Commission's Recommendation to Approve Conditional Use Permits CU2019-02 (North) and CU2019-03 (South) to allow two billboards – 36450 Frontage Road, Edgerton, KS.

Background/Description of Item:

The City of Edgerton has received Applications CU2019-02 (North) and CU2019-03 (South) requesting Conditional Use Permits for two billboards existing onsite at 36450 Frontage Road, Edgerton, KS. The applicant is Curt Peterson, Agent, for Robert Blachly, MICO, Inc., the current property owner. This parcel is located southwest of the Sunflower and I-35 interchange

This parcel was annexed into the City of Edgerton on February 28, 2008 and rezoned to C-2 (Heavy Service Commercial) on April 24, 2008. On March 25, 2010 the City of Edgerton Governing Body considered and approved Ordinance 884 allowing a Conditional Use Permit for two billboards to be on display for five years at 36450 Frontage Road. That Conditional Use Permit, CUP-02-05-10, expired in 2015. Per the application, the current operations on the parcel are sales and services. There is also an occupied, residential home located on the subject property. The parcel is adjacent to agricultural land on the north and west.

Due to recent revisions made to Article 12 – *Sign Regulations* of the Unified Development Code (UDC), billboards are no longer allowed in the City of Edgerton. However, city staff was in discussions with the property owner to bring the parcel into compliance before the updates to Article 12 were adopted by the Governing Body on August 8, 2019. Therefore, staff reviewed the applications under the scope of the version of Article 12 that was in place on June 28, 2019 when the City sent notification to the property owner of the steps to take to become compliant with the UDC. That version of the UDC listed signs which exceed a total (single face) area of 125 square feet be issued a Conditional Use Permit. However, the applicant is unable to provide the square foot area of the sign face.

Applicant has a lease agreement in place with the owner of the billboards, Ad Trend. This lease was entered into in 2009 and has a remaining twenty (20) year term. While the applicant has requested that the Conditional Use Permit be allowed through the end of the lease term (twenty years), at the request of staff, the Planning Commission has recommended a 5-year use period with subsequent renewals possible after the permits expire. City staff has

required two applications be filed, one for each billboard. Should a future sale result in the splitting of the parcel, each sign would have its own permit which would stay with the sign.

In order to recommend approval or disapproval of a proposed Conditional Use Permit (CUP), the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, Section 7.1 (C) of Article 7 of the UDC states that the Planning Commission and the Governing Body may consider all factors they deem relevant. Staff reviewed applications CU2019-02 (North) and CU2019-03 (South) with respect to these requirements.

The Planning Commission conducted a Public Hearing regarding Applications CU2019-02 (North) and CU2019-03 (South) at their meeting on September 10, 2019. Included as an attachment is the Staff Report prepared for this item. The Planning Commission recommended approval with the following stipulations:

1. Conditional Use Permits **CU2019-02 (North)** and **CU2019-03 (South)** are each attached to one sign as described in this report. If ownership of the parcel changes, each Conditional Use Permit allowance will run with the billboard sign to which it is assigned with any change of ownership reported to the City so that permit records may be updated;
2. Each sign must be kept in good condition and should repairs be required, repaired in accordance with the time frame of the City of Edgerton UDC in effect at the time the repair is needed. Failure to properly maintain the sign shall be cause for revocation of the Conditional Use Permit(s);
3. Any major modifications to the billboard sign, as defined by City Staff, will render Conditional Use Permits **CU2019-02 (North)** and **CU2019-03 (South)** null and void. Should the Conditional Use Permit be determined to be null and void, the billboards would then need to be removed within 60 days after notification to the property owner by the City;
4. As a legal non-conforming use, these Conditional Use Permits are subject to the restrictions outlined in Article 9, Section 9.7;
5. This Conditional Use Permit shall be valid for 5 (five) years from date of approval by the City of Edgerton Governing Body, regardless of ownership;
6. Should either of the Conditional Use Permits not be renewed and approved by the Governing Body prior to their expiration date, then the billboards will be considered non-compliant with the UDC and will be required to be removed within 60 days of written notification to the property owner by the City.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approval of Ordinance No. 2025 Which Adopts the Planning Commission's Recommendation to Approve Conditional Use Permits CU2019-02 (North) and CU2019-03 (South) to allow two billboards – 36450 Frontage Road, Edgerton, KS.

Enclosed:

- Ordinance 2025
- Staff Report prepared for September 10, 2019 Planning Commission Meeting
- Excerpt from Draft Minutes – September 10, 2019 Planning Commission Meeting

Prepared by: Katy Crow, Development Services Director

ORDINANCE NO. 2025

AN ORDINANCE ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE TWO CONDITIONAL USE PERMITS (CU2019-02 (NORTH) AND CU2019-03 (SOUTH)) ALLOWING TWO BILLBOARDS ON PROPERTY LOCATED AT 36450 FRONTAGE ROAD, EDGERTON, KANSAS

WHEREAS, the City of Edgerton received Applications CU2019-02 (North) and CU2019-03 (South) for Conditional Use Permits from Curtis Peterson, Agent, on behalf of Robert Blachly, MICO, Inc. (the "Applicant") on or about August 2, 2019 for property located at 36450, Frontage Road (the "Property"); and

WHEREAS, both at the time of application and at the time of the signing of this Ordinance, the Property is owned by MICO, INC, a validly existing Kansas Corporation; and

WHEREAS, the Applicant is requesting to renew a Conditional Use Permit for two billboards which exist on the land today and which were jointly allowed under Conditional Use Permit CUP-02-05-10, which was approved on March 25, 2010, and expired on March 25, 2015;

WHEREAS, the Edgerton Planning Commission did hold a public hearing on September 10, 2019 on the requested Conditional Use Permits in accordance with the requirements as set forth in the Edgerton Zoning Regulations; and

WHEREAS, the Edgerton Planning Commission voted to approve two separate Conditional Use Permits, one for each billboard, conditioned on the following being adhered to by the Applicant/Owner:

1. Two Conditional Use Permits were approved **CU2019-02 (North)** and **CU2019-03 (South)**, with a separate permit being assigned to each billboard (North and South), as described in this report. Should ownership of the parcel change during the term of the Conditional Use Permits, each Conditional Use Permit allowance will run with the billboard sign to which it is assigned with any change of ownership reported to the City so that permit records may be updated;
2. Each sign must be kept in good condition and should repairs be required, repaired in accordance with the requirements \ of the City of Edgerton UDC, including the timeline for repair, in effect at the time the repair is needed. Failure to properly maintain the sign shall be cause for revocation of the Conditional Use Permit(s);
3. Any major modifications to the billboard signs, as determined solely by City Staff, will render Conditional Use Permits **CU2019-02 (North)** and/or **CU2019-03 (South)** null and void. Should the Conditional Use Permit(s) be determined to be null and void, the billboards must be removed within sixty (60) days after written notification to the current property owner by the City;
4. As a legal non-conforming use, these Conditional Use Permits are subject to the restrictions outlined in Article 9, Section 9.7;

5. These Conditional Use Permits shall be valid for 5 (five) years from date of approval by the City of Edgerton Governing Body, regardless of ownership;
6. Should an application renewing the Conditional Use Permit(s) not be filed and approved by the Governing Body prior to its/their expiration date, then the billboard(s) will be considered non-compliant with the UDC and will be required to be removed within (sixty) 60 days following expiration of the Conditional Use permit and written notification to the property owner by the City.

WHEREAS, the City Governing Body, after reviewing the Conditional Use Permit and considering the criteria set forth in Article 7 of the City Zoning Regulations and the recommendations of the Planning Commission, finds the Conditional Use Permit should be approved upon the terms described above.

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

Section 1. The proposed Conditional Use Permits for two existing billboards are hereby approved for the parcel located at 36450 Frontage Road.

Section 2. The Conditional Use Permits approved by this Ordinance are expressly conditioned on the Applicant's/Owner's strict compliance with the six Conditions set forth above, which were recommended by the Edgerton Planning Commission and approved by the City of Edgerton City Council.

Section 3. The effectiveness of these Conditional Use Permits is conditioned upon the strict compliance by the Applicant/Owner of the provisions contained herein as well as strict compliance with the City of Edgerton Zoning Regulations. Should Applicant/Owner fail to comply with any term or provision thereof and should such failure continue following written notice from City to Applicant/Owner specifying the breach and actions to be taken to cure the same, then, at the direction of the City Administrator, Applicant/Owner will be notified that this Conditional Use Permit(s) is/are revoked, and all uses permitted herein on the Property must immediately cease. Reinstatement following default may only occur through action of the Governing Body. Wholly separate and apart from the specific conditions of the City's Zoning Regulations are the City's interest and duties to protect the public health, safety and welfare. Applicant/Owner agrees that this Ordinance shall not operate or be construed to impede or impair the lawful function of City government operation in this area.

Section 4. This Ordinance shall take effect and be enforced from and after its publication once in the official city newspaper. All Zoning and Regulations of the City of Edgerton, Kansas affecting the use of the Property heretofore described which are inconsistent with this Ordinance are hereby made inapplicable to said Property until the Conditional Use Permit(s) is/are vacated or is/are declared null and void.

PASSED by the Governing Body of the City of Edgerton, Kansas and approved by the Mayor on the 26th day of September, 2019.

DONALD ROBERTS, Mayor

ATTEST:

RACHEL A. JAMES, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

STAFF REPORT

September 10, 2019

To: Edgerton Planning Commission
Fr: Chris Clinton, Planning and Zoning Coordinator
Re: **CU 2019-02 (North)** and **CU2019-03 (South)** for Conditional Use Permit Request for Billboard Signs at 36450 Frontage Road, Edgerton, KS

APPLICATION INFORMATION

Applicant: Curtis Petersen, Agent
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112

Property Owners: Robert Blachly
Mico, Inc
307 N Oak Street
Paola, KS 66071

Requested Action: Conditional Use Permit approval for two Billboard Signs currently in existence on the parcel. Approval is sought for two individual Conditional Use Permits so that each billboard will have its own permit.

Legal Description: SE Quarter of Section 18, Township 15 South, Range 22 East; see attached application for complete legal description.

Site Address/Location: 36450 Frontage Road

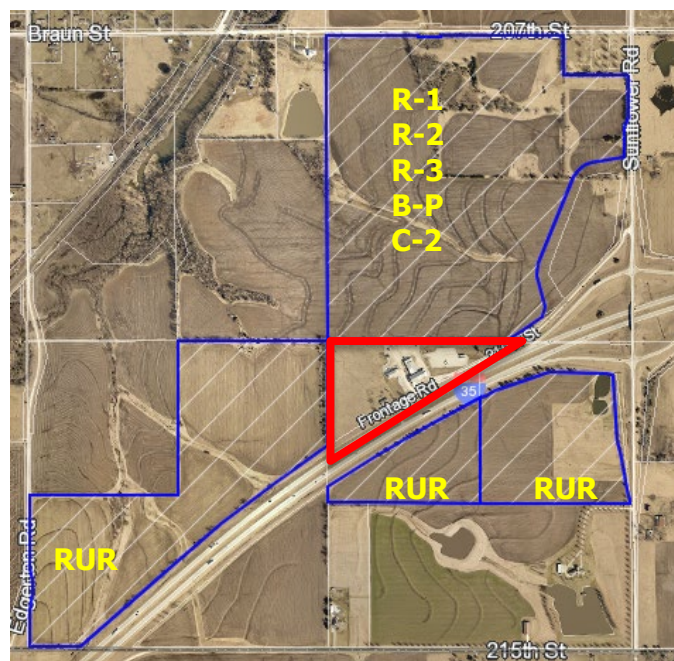
Site Size: Approximately 16.09 Acres

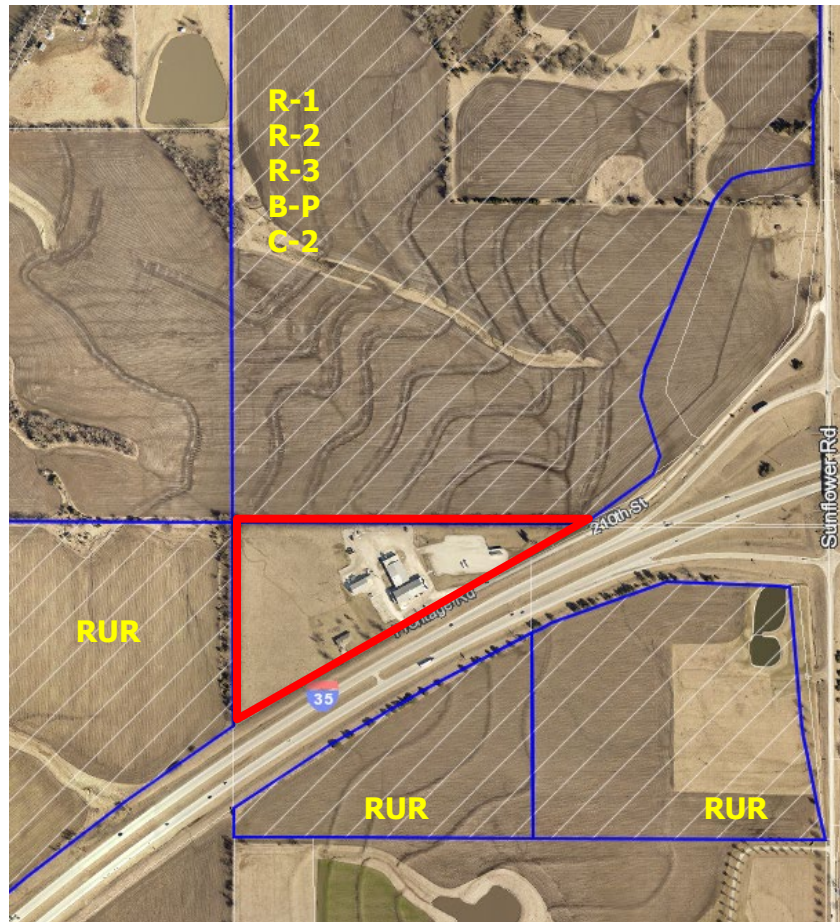
Existing Improvements: Residential house and accessory buildings



Current Zoning and Land Uses:

	<i>ZONING</i>	<i>LAND USE TODAY</i>	<i>USER/OWNER</i>
<i>SITE</i>	C-2, Heavy Service Commercial District	Current use is residential, trailer sales and rental, trucking operations, and cargo container storage	Mico, Inc
<i>NORTH</i>	R-1, Single Family Residential District R-2, Two Family Residential District R-3, Multi-Family Residential District B-P, Business Park District C-2, Heavy Service Commercial District	Agricultural	THS Investments LLC
<i>DIRECTLY SOUTH</i>	Interstate 35	Interstate	Kansas Department of Transportation
<i>SOUTH AND EAST-ACROSS I-35</i>	Johnson County RUR, Rural, Agricultural uses and single family dwellings, 10-acre minimum lot size	Agricultural	Ronald and Rosalie Sims
<i>DIRECTLY EAST</i>	Interstate 35	Interstate	Kansas Department of Transportation
<i>WEST</i>	Johnson County RUR, Rural, Agricultural uses and single family dwellings, 10-acre minimum lot size	Agricultural	72 AC, LLC





BACKGROUND AND PROJECT DESCRIPTION:

This parcel was annexed into the City of Edgerton on February 28, 2008 and rezoned to C-2 (Heavy Service Commercial) on April 24, 2008. On March 25, 2010 the City of Edgerton Governing Body considered and approved Ordinance 884 allowing a Conditional Use Permit for two billboards to be on display for five years at 36450 Frontage Road. That Conditional Use Permit, **CUP-02-05-10**, expired in 2015.

On August 2, 2019 city staff received applications **CU2019-02 (North)** and **CU2019-03 (South)**, requesting to renew the Conditional Use Permit for the billboards located on the parcel outlined in red on the maps above. This is the first time an application for renewal has been presented to and reviewed by the Planning Commission related to this item.

Per the application, the current operations on the parcel are sales and services. There is also an occupied, residential home located on the subject property. The parcel is surrounded by agricultural land to the north and west. The south property line is adjacent to Interstate 35 (I-35). Across I-35 is more agricultural land. The parcel to the north contains five different zonings (R-1, R-2, R-3, C-1 and B-P), so it could be developed in a variety of ways. The zoning designation for the other parcels is Johnson County RUR.

Applicant has a lease agreement in place with the owner of the billboards, Ad Trend. This lease was entered into in 2009 and has a remaining twenty (20) year term. The applicant has requested that the Conditional Use Permit be allowed through the end of the lease term, thus the

request is for a twenty (20) year use period. City staff has required two applications be filed, one for each billboard. Should a future sale result in the splitting of the parcel, each sign would have its own permit which would stay with the sign.

INFRASTRUCTURE AND SERVICES:

The subject parcel is located within the limits of the City. Currently there is a gravel road, Frontage Road, that runs from Sunflower Road to the parcel. KCP&L provides electricity. City of Edgerton is the water service provider and there is a septic tank onsite. It is within the Sunflower Benefit District.

STAFF ANALYSIS

Due to recent revisions made to Article 12 – *Sign Regulations* of the Unified Development Code (UDC), billboards are no longer allowed in the City of Edgerton. However, city staff was in discussions with the property owner to bring the parcel into compliance before the updates to Article 12 were adopted by the Governing Body on August 8, 2019. Therefore, staff reviewed the applications under the scope of the version of Article 12 that was in place on June 28, 2019 when the City sent notification to the property owner of the steps to take to become compliant with the UDC. That version of the UDC listed signs which exceed a total (single face) area of 125 square feet be issued a Conditional Use Permit. Applicant is unable to provide the square foot area of the sign face.

The Planning Commission, in accordance with the procedures and standards of the UDC, may authorize buildings, structures, and uses as conditional uses in specific instances and in particular zoning districts provided that:

- the location is appropriate and consistent with the Comprehensive Plan;
- that the public health, safety, morals, and general welfare will not be adversely affected;
- the necessary safeguards will be provided to surrounding property, persons, and neighborhood values; and
- may further provide that additional standards of this Article be specified as a condition of approval.

No Conditional Use shall be authorized unless the Planning Commission finds that the establishment, maintenance, or operation of the Conditional Use meets the standards set forth in the UDC. The burden of proof and the burden of persuasion is on the applicant to bring forth the evidence on all questions of fact that are determined by the Planning Commission.

Staff has reviewed the Conditional Use application for compliance with the requirements in Section 7.1(C) of Article 7 – *Conditional Uses* of the Edgerton UDC as it relates to the issuance of Conditional Use Permits. Review comments are listed below.

GENERAL CRITERIA

- a. The extent to which there is a need in the community for the proposed use. The Planning Commission recently approved a travel center at the Homestead Lane exit, approximately 2 miles north of this parcel on I-35. Having signage adjacent to the interstate can help direct travelers to businesses established within the Edgerton city limits. Staff determination:
Positive
- b. The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space. The location of the

billboards is on a parcel of land which borders I-35. The parcels adjacent to this one that actually face the signs are all zoned Johnson County RUR and are across a four-lane divided interstate. The closest residence to the billboard signs is the one on the same parcel owned by the applicant. There are no restrictions posed by the neighboring area. Staff determination: **Positive**

- c. The nature and intensity of the proposed use and its compatibility with the zoning and uses of nearby properties. Such determination should include the location, nature, and height of structures, walls, fences, and other improvements connected with the proposed use, their relation to adjacent property and uses, and the need for buffering and screening. The immediate property to the south is an actual interstate highway, I-35. There are no other structures, other than those on the applicant's parcel, near the billboards. The applicant was unable to provide the billboard height or sign face square footage to staff. However, highway adjacency is the most appropriate location for this signage of this size and type. Staff determination: **Positive**
- d. Suitability of the uses of the property without the proposed conditional use permit. The parcel is zoned C-2. In the current UDC, Article 4 – *Commercial Zoning Districts*, several permitted uses are allowed – all seventy-two uses allowed in C-1 zoning districts is also allowed in C-2, plus nine additional C-2 specific uses. There are also four Conditional Uses allowed. Should the property not be used for placement of a billboard, there are many other property uses available to the owner. Staff determination: **Neutral**
- e. Length of time the subject property has remained vacant without the proposed conditional use permit. Per the Johnson County AIMS system, there has been a structure on the parcel since at least 1993. The applicant has provided staff with a copy of the lease agreement in place with an Ad Trend, the owner of the billboard signs. This agreement was signed in 2009 and has a 30-year term. Currently the residence is occupied on the parcel. The trailer sales business closed earlier this year. Two trucking operations on the parcel are non-permitted uses per the C-2 zoning designation and they will be ceasing operations upon expiration of their current leases. Because the Conditional Use permit is for a sign and not for a business operation, the property being vacant is not a consideration for this type of use. Staff determination: **Neutral**
- f. The extent to which the proposed use may detrimentally affect nearby property. The nearby properties are not affected detrimentally to the billboards. City staff has not received a complaint in regard to the content, the lighting, or the aesthetics of the billboard from neighbors. Staff determination: **Positive**
- g. The adequacy of ingress and egress to and within the site of the proposed use, traffic flow and control, the adequacy of off-street parking and loading areas, the adequacy of required yard and open space requirements and sign provisions. Because this application is for a sign and not a business type, the ingress, egress, traffic flow, parking, etc. is not applicable. With regards to sign provisions, under the former version of the UDC being used to consider this application, the code requires that signs which exceed a total single face sign are of 125 square feet require a Conditional Use Permit. Additionally, all billboards must be of a metal monopole type. Applicant was unable to provide the square footage size of the billboards. The signs are monopoles. Staff determination: **Neutral**
- h. The availability and adequacy of required utilities and services to serve the proposed use. 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. The only utility this Conditional Use Permit would require is electrical for possible lighting. KCP&L provides service to the parcel. Staff determination: **Positive**.

- i. The extent to which the proposed use would adversely affect the capacity or safety of that portion of the road network influenced by the proposed use, or present parking problems in the vicinity of the property. The billboards are out of any adjacent roadway and at this time, they are not in a parking lot of any onsite operations. Their placement does not impact access for the residential dwelling. Staff determination: **Positive**
- j. The environmental impacts that the proposed use 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 only environmental impact related to the signage could potentially be excessive nighttime lighting. There have not been any complaints about nighttime lighting in this area. Staff determination: **Positive**
- k. The economic impact of the proposed use on the community. As was stated previously, the billboards could be utilized to attract businesses into Edgerton, as well as travelers, depending on what is advertised on the sign face. Staff determination: **Positive**
- l. The relative gain (if any) to the public health, safety, and welfare from a denial of the application for conditional use permit as compared to the hardship imposed upon the conditional use applicant from such denial. There would be no gain to public health, safety, and welfare from denial. Nor would there be any hardship imposed in the permit was denied. Staff determination: **Neutral**
- m. Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton, and the general safety, health, comfort and general welfare of the community. The UDC has recently been updated to prohibit billboards. Because discussions with the applicant regarding parcel compliance began before the UDC updates were adopted, these Conditional Use Permits, if approved, would be a legal non-conforming use as described in Article 9, Section 9.7 of the UDC. This permit could be seen as consistent with the current zoning under the previous version of UDC. Staff determination: **Positive**
- n. In addition to the above criteria, the recommendation of professional staff is also required per Ordinance 798 (2005). Staff recommendation is addressed in the Recommendations Section of this Staff Report.

Staff has also reviewed Applications **CU2019-02 (North)** and **CU2019-03 (South)** for compliance with the requirements in Section 7.2(B) of Article 7 of the Edgerton UDC as it relates to uses within an area with a C-2 Zoning District designation.

Section 7.2 (B)(1) indicates that the applicant must provide a Site Plan which gives special emphasis to parking and circulation, screening of outdoor materials, and the conditions listed in Section 7.1(C). The applicant provided an aerial view of the parcel with the billboards outlined. This photo is included as an attachment to this staff report. The conditions listed in 7.1(C) are all addressed above.

RECOMMENDATION

Based upon the above staff analysis, City staff recommends **approval** of Applications **CU2019-02 (North)** and **CU2019-03 (South)** for the two billboards as shown on the attached site plan for a period of 5 (five) years with the following stipulations:

1. Conditional Use Permits **CU2019-02 (North)** and **CU2019-03 (South)** are each attached to one sign as described in this report. If ownership of the parcel changes, each Conditional Use Permit allowance will run with the billboard sign to which it is assigned with any change of ownership reported to the City so that permit records may be updated;
2. Each sign must be kept in good condition and should repairs be required, repaired in accordance with the time frame of the City of Edgerton UDC in effect at the time the repair is needed. Failure to properly maintain the sign shall be cause for revocation of the Conditional Use Permit(s);
3. Any major modifications to the billboard sign, as defined by City Staff, will render Conditional Use Permits **CU2019-02 (North)** and **CU2019-03 (South)** null and void. Should the Conditional Use Permit be determined to be null and void, the billboards would then need to be removed within 60 days after notification to the property owner by the City;
4. As a legal non-conforming use, these Conditional Use Permits are subject to the restrictions outlined in Article 9, Section 9.7;
5. This Conditional Use Permit shall be valid for 5 (five) years from date of approval by the City of Edgerton Governing Body, regardless of ownership;
6. Should either of the Conditional Use Permits not be renewed and approved by the Governing Body prior to their expiration date, then the billboards will be considered non-compliant with the UDC and will be required to be removed within 60 days of written notification to the property owner by the City.

ATTACHMENTS

- Application **CU2019-02 (North)** and **CU2019-03 (South)**
- Photo of Billboards
- Lease Agreement with Ad-Trends
- Future Land Use Map

Please print or type.

PROPERTY INFORMATION

Requesting Conditional Use Permit For:

Billboard Signs

Location or Address of Subject Property:

36450 Frontage Road

Legal Description:

See attached.

Zoning on Subject Property:

C-2

Current Land Use:

Sales and Service

PROPERTY OWNER INFORMATION

Property Owner's Name(s):

Robert Blachly

Phone:

913-449-4054

Company:

Mico, Inc.

Fax:

Mailing Address:

307 N. Oak Street

City:

Paola

State:

KS

Zip:

66071

APPLICANT/AGENT INFORMATION

Applicant/Agent's Name(s):

Curtis Petersen

Phone:

913-234-7458

Company:

Polsinelli PC

Fax:

Mailing Address:

900 W. 48th Place, Suite 900

City:

Kansas City

State:

MO

Zip:

64112

ENGINEER/ARCHITECT INFORMATION

Engineer/Architect's Name(s):

N/A

Phone:

Company:

Fax:

Mailing Address:

City:

State:

Zip:

SIGNATURE

Signature of Owner or Agent:

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

FOR OFFICE USE ONLY

Case No.: CU-2019-02 & CU2019-03

Amount of Fee Paid: \$ 250

13515123

Date Fee Paid: 8-13-19

Received By:

Christopher Clinton

Date of Hearing:

9-10-19

v.09.25.18

Please print or type.

PROPERTY INFORMATION

Requesting Conditional Use Permit For:

Billboard Signs

Location or Address of Subject Property:

36450 Frontage Road

Legal Description:

See attached.

Zoning on Subject Property:

C-2

Current Land Use:

Sales and Service

PROPERTY OWNER INFORMATION

Property Owner's Name(s):

Robert Blachly

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Company:

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900 W. 48th Place, Suite 900

City:

Kansas City

State:

MO

Zip:

64112

ENGINEER/ARCHITECT INFORMATION

Engineer/Architect's Name(s):

N/A

Phone:

Company:

Fax:

Mailing Address:

City:

State:

Zip:

SIGNATURE

Signature of Owner or Agent:

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

FOR OFFICE USE ONLY

Case No.: CU- 2019-02 & CU2019-03

Amount of Fee Paid: \$ 250 R# 13575123

Date Fee Paid: 8-13-19

Received By: Christopher Clinton

Date of Hearing: 9-10-19

v.09.25.18

Case No.: CU- 2019-02 and 2019-03

I, Amy Grant 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 21st day of August, 2019.

Amy Grant, Agent
Signature of Agent, Owner, or Attorney

Subscribed and sworn to before me this 27th day of August, 2019.

Tracy L. Harrington
Notary Public

TRACY L. HARRINGTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXPIRES 12/5/2020
COMMISSION # 12450513

My Commission Expires:

(SEAL)

12-5-20

Case No.: CU- 2019-02 and 2019-03

Dear Sir or Madam:

This letter is to notify you that a public hearing will be held at the Edgerton City Hall, 404 E. Nelson St., Edgerton, Kansas, to consider a Conditional Use Permit request for two billboards on the following described tract of land:

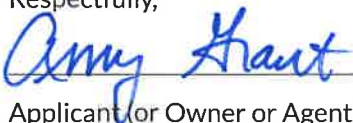
Legal Description: See attached.General Location: 36450 Frontage Road

A public hearing will be held to consider the Conditional Use Permit request on the above-described tract at 7:00 p.m. on September 10, 20 19. Any interested persons or property owners are invited to attend. Information regarding this Conditional Use Permit request 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 Conditional Use Permit 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 a valid protest petition is 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 Conditional Use Permit request.

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

Respectfully,



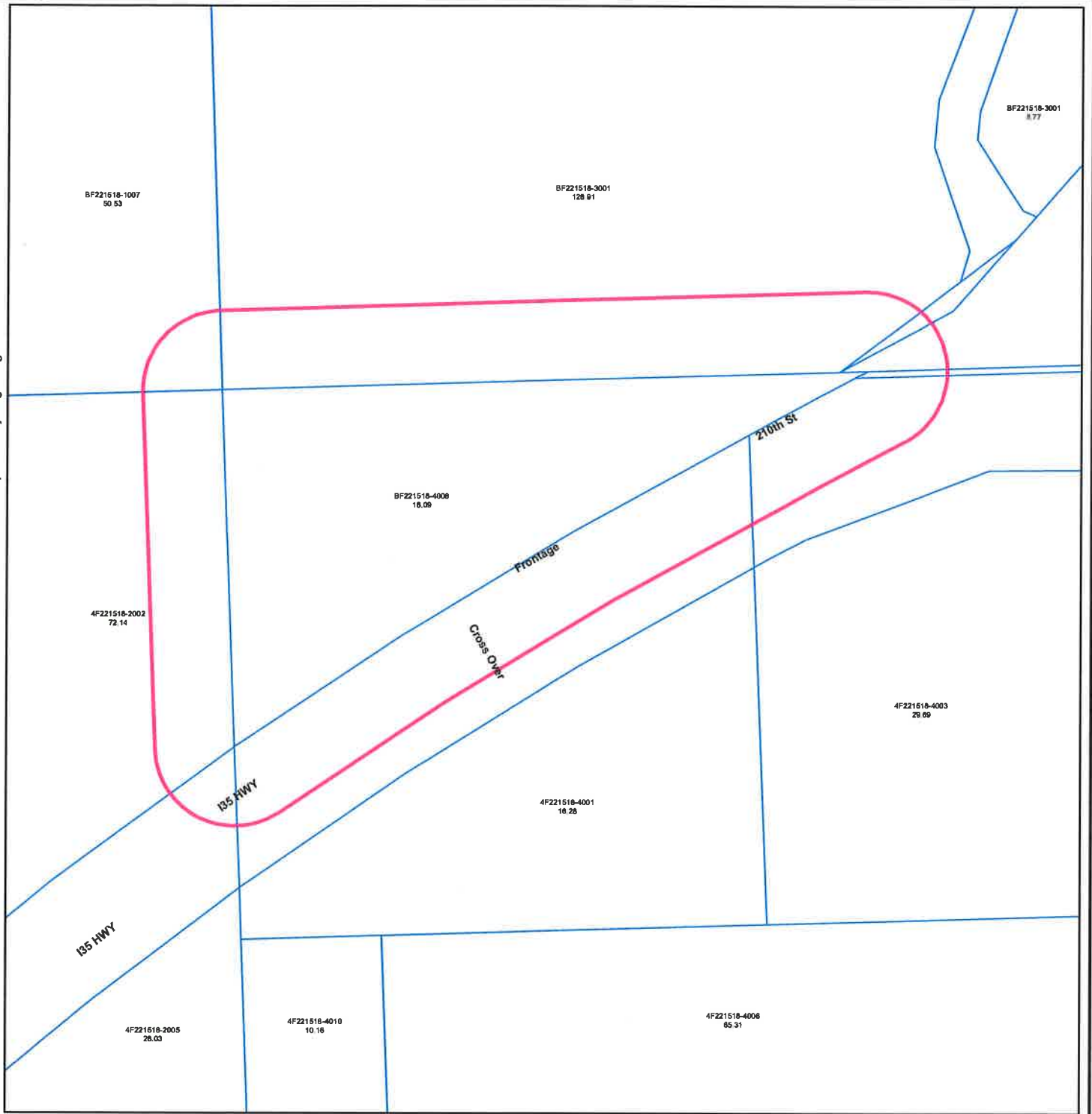
, Amy Grant - agent for applicant (816) 572-4503

Applicant (or Owner or Agent)

Mailing Address: 900 W. 48th Place, Suite 900City: Kansas City State: MO Zip: 64112

LEGAL DESCRIPTION

All that part of the Southeast Quarter of Section 18, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows: Beginning at the intersection of the Westerly right of way line of I-35 Highway and the North line of the southeast Quarter of Section 18, Township 15 South, Range 22 East, said point being 1,017.6 feet West of the Northeast corner of said Southeast Quarter for a point of beginning; thence West along the North line of said Southeast Quarter a distance of 1,631.0 feet to the Northwest corner of said Quarter; thence South along the West line of said Quarter Section a distance of 904.4 feet to the Northerly right of way line of I-35 Highway; thence Northeasterly along said right of way along a curve to the right having a radius of 11,609.2 feet for a distance of 1,516.2 feet to a point 153.7 feet South of the Northeast corner of the Northwest Quarter of said Southeast Quarter; thence continuing Northeast along said right of way a distance of 344.8 feet to the point of beginning.

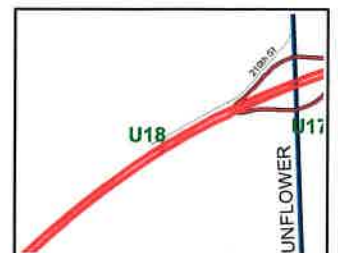


- Lot Line
- Section Line
- Plat Perimeter

0 350 700
Feet 1 inch = 350 feet



JOHNSON COUNTY
KANSAS
AIMS GIS & Mapping
Section Tiles



200 ft Buffer Map

MAP/DATA DISCLAIMER: It is understood that, while the AIMS participating agencies and information suppliers have no indication and reason to believe that there are inaccuracies in information incorporated in the basemap, AIMS AND ITS SUPPLIER MAKE NO REPRESENTATION OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED WITH RESPECT TO THE INFORMATION, DATA, OR SERVICE FURNISHED HERIN. MapRequestID: 291784

8/19/2019

Requester: #maprequest

report

PARCELS WITHIN 200 FEET OF PARCEL BF221518-4008

Produced August 19, 2019 at 10:07:42 AM

4F221518-2002

BF221518-1007

BF221518-4008

BF221518-3001

report_clerk

PARCELS WITHIN 200 FEET OF PARCEL BF221518-4008
Produced August 19, 2019 at 10:07:42 AM

Parcel 1 of 4:

4F221518-2002 (0 NS NT)
(OWNER[S] NAME/ADDRESS)
72 AC, LLC
PO BOX 266
GARDNER, KS 66030

Parcel 2 of 4:

BF221518-1007 (0 NS NT)
(OWNER[S] NAME/ADDRESS)
THS INVESTMENTS LLC
1701 E 147TH ST
KANSAS CITY, MO 64146

Parcel 3 of 4:

BF221518-4008 (36450 FRONTAGE RD)
(OWNER[S] NAME/ADDRESS)
MICO, INC.
307 N OAK ST
PAOLA, KS 66071

Parcel 4 of 4:

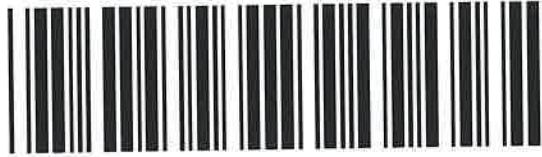
BF221518-3001 (20920 SUNFLOWER RD)
(OWNER[S] NAME/ADDRESS)
THS INVESTMENTS LLC
1701 E 147TH ST
KANSAS CITY, MO 64146

Ship Date	TrackingNumber	Client Matter	Status	Signature?
08/21/2019	9214890163503900027119	094965-598254	Delivered	08/26/19
State of Kansas		State of Kansas		
08/21/2019	9214890163503900027102	094965-598254	Delivered	
72 AC, LLC		72 AC, LLC		
08/21/2019	9214890163503900027096	094965-598254	Delivered	08/26/19
THS Investments, LLC		THS Investments, LLC		
08/21/2019	9214890163503900027089	094965-598254	Delivered	
MICO, Inc.		MICO, Inc.		

Ship Request Form

9214 8901 6350 3900 0271 19

Ship Request #: 017899



Sender

Name: Curtis J. Petersen / Amy Grant
Matter #: 094965-598254
Phone: 816-572-4503
Email: agrant@polsinelli.com
Mail Stop:
Building:
Floor:
Tracking #: 9214890163503900027119

Recipient

Attn To: State of Kansas
Company: State of Kansas
Address: State House

City: Topeka
State: KS
Zip: 66612
Country: US

Shipping Instructions

Address Validated

Items

Units	Description	Code	Origin	Unit Value	Total Value
-------	-------------	------	--------	------------	-------------



August 27, 2019

Dear Amy Grant:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 6350 3900 0271 19.

Item Details

Status:	Delivered
Status Date / Time:	August 23, 2019, 9:49 am
Location:	TOPEKA, KS 66618
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	State of Kansas

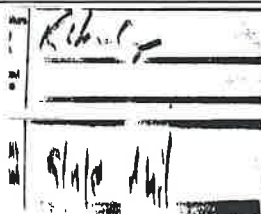
Shipment Details

Weight:	0.7oz
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Recipient Signature

Signature of Recipient:

Address of Recipient:



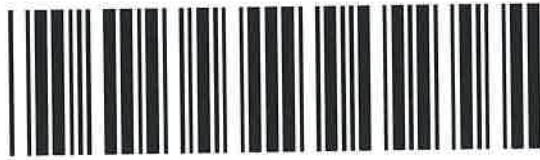
Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Ship Request Form

9214 8901 6350 3900 0271 02

Ship Request #: 017898**Sender**

Name: Curtis J. Petersen / Amy Grant
Matter #: 094965-598254
Phone: 816-572-4503
Email: agrant@polsinelli.com
Mail Stop:
Building
Floor:
Tracking #: 9214890163503900027102

Recipient

Attn To: 72 AC, LLC
Company: 72 AC, LLC
Address: PO Box 266

City: Gardner
State: KS
Zip: 66030-0221
Country: US

Shipping Instructions

Address Validated

Items

Units	Description	Code	Origin	Unit Value	Total Value
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August 27, 2019

Dear Amy Grant:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 6350 3900 0271 02.

Item Details

Status:	Delivered
Status Date / Time:	August 26, 2019, 9:59 am
Location:	GARDNER, KS 66030
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	72 AC LLC

Shipment Details

Weight:	0.7oz
----------------	-------

Recipient Signature

Signature of Recipient:

Matt Murphy
MATT MURPHY
PO BOX 266

Address of Recipient:

GARDNER, KS 66030-0266

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

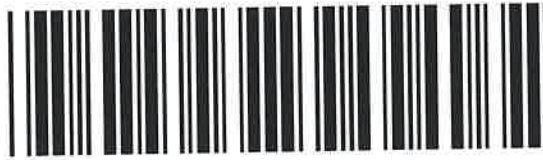
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Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Ship Request Form

9214 8901 6350 3900 0270 89

Ship Request #: 017896



Sender

Name: Curtis J Petersen / Amy Grant
Matter #: 094965-598254
Phone: 816-572-4503
Email: agrant@polsinelli.com
Mail Stop:
Building
Floor:
Tracking #: 9214890163503900027089

Recipient

Attn To: MICO, Inc.
Company: MICO, Inc.
Address: 307 N. Oak Street

City: Paola
State: KS
Zip: 66071-1560
Country: US

Shipping Instructions

Address Validated

Items

Units	Description	Code	Origin	Unit Value	Total Value
-------	-------------	------	--------	------------	-------------



August 27, 2019

Dear Amy Grant:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 6350 3900 0270 89.

Item Details

Status:	Delivered
Status Date / Time:	August 26, 2019, 3:12 pm
Location:	PAOLA, KS 66071
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	MICO Inc

Shipment Details

Weight:	0.8oz
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Recipient Signature

Signature of Recipient:



Address of Recipient:

307 N OAK ST
PAOLA, KS 66071-1560

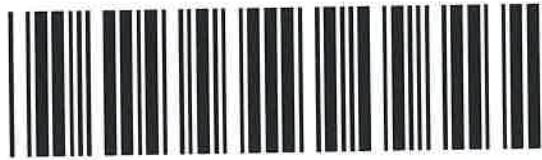
Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Ship Request Form

9214 8901 6350 3900 0270 96

Ship Request #: 017897**Sender**

Name: Curtis J. Petersen / Amy Grant
Matter #: 094965-598254
Phone: 816-572-4503
Email: agrant@polsinelli.com
Mail Stop:
Building
Floor:
Tracking #: 9214890163503900027096

Recipient

Attn To: THS Investments, LLC
Company: THS Investments, LLC
Address: 1701 E. 147th Street

City: Kansas City
State: MO
Zip: 64146-2001
Country: US

Shipping Instructions

Address Validated

Items

Units	Description	Code	Origin	Unit Value	Total Value
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August 27, 2019

Dear Amy Grant:

The following is in response to your request for proof of delivery on your item with the tracking number:
9214 8901 6350 3900 0270 96.

Item Details

Status:	Delivered
Status Date / Time:	August 24, 2019, 11:29 am
Location:	KANSAS CITY, MO 64145
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	THS Investments LLC

Shipment Details

Weight:	0.7oz
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Recipient Signature

Signature of Recipient:

THOMAS H. SMITH

Address of Recipient:

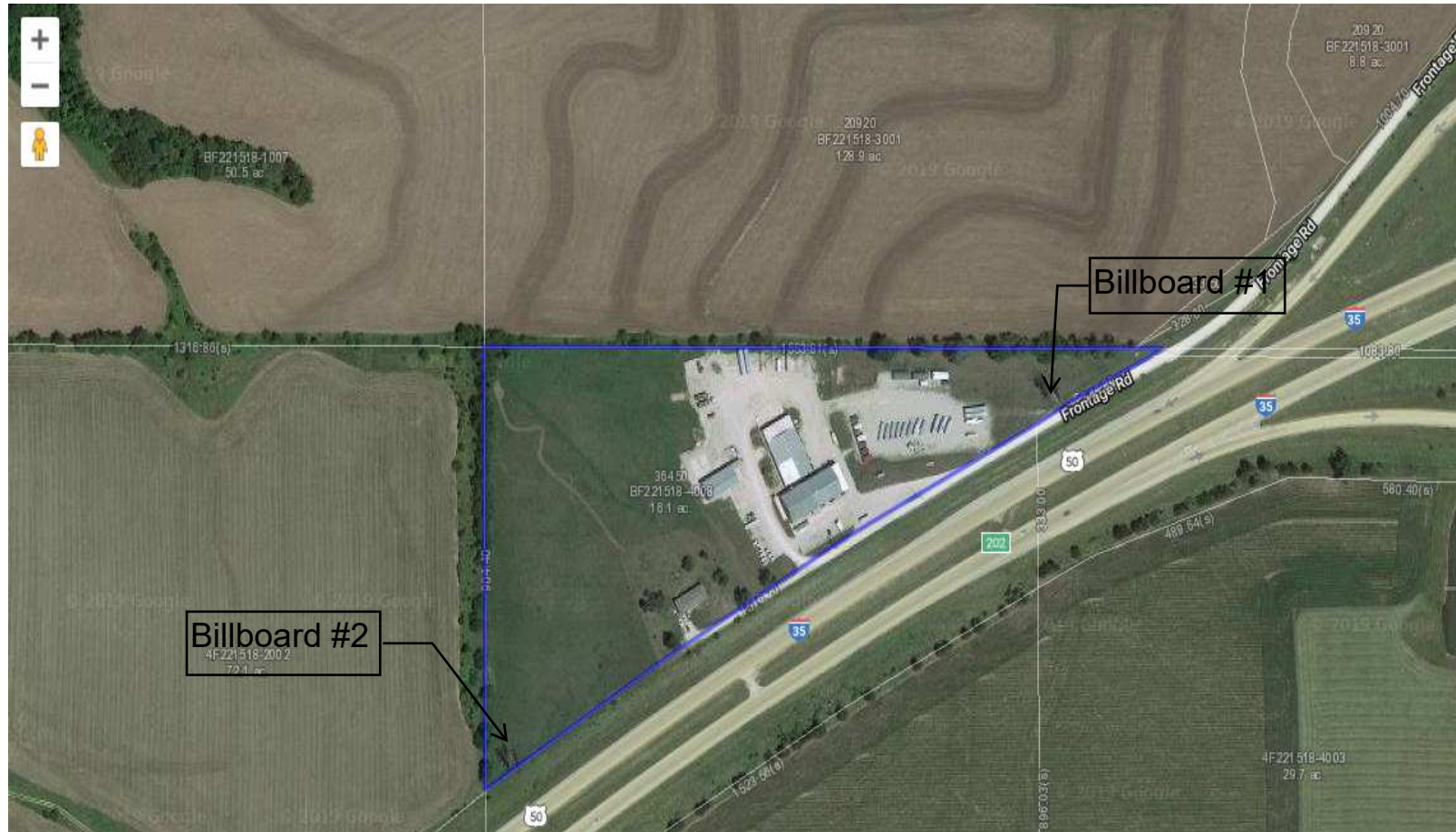
1701 OUTER BELT RD
KANSAS CITY, MO 64146-2001

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Site Plan for 36450 Frontage Road





**30 FOOT
INFLATABLES**
For Rent
Ad-Trend.com
816-283-0600

AD TREND

INFLATABLES
FOR RENT

REAL ESTATE LEASE

1. The undersigned, as Lessor, hereby leases and grants exclusivity to Ad Trend, LLC, ("Lessee") to use the property located at 36450 Frontage Road ("Property"), with free access to and upon same, in the City of Edgerton, Johnson County, State of Kansas, effective on 09/16, 2009, for the purpose of erecting and maintaining an advertising sign in the location depicted on Exhibit A, supporting structures, illumination facilities and connections, service ladders, and other appurtenances thereon ("Sign").
2. Lessee shall pay Lessor rent of Two Thousand Six Hundred Fifty and no/100 Dollars (\$2,650.00) per year payable in monthly installments of Two Hundred Twenty and 83/100 Dollars (\$220.83) per month, beginning at the completion of construction of Lessee's Sign. These payments shall be increased by Fifteen (15%) percent at the end of each five year period.
3. Lessor represents and warrants that Lessor is the master lease holder or owner of the of the above described real estate and has full authority to make this Lease; and that the Lessee shall have the right to make any necessary applications with, and obtain permits from governmental bodies for the construction and maintenance of Lessee's Sign's, at the sole discretion of Lessee. All such permits shall always remain the property of Lessee. Lessor will indemnify, defend and hold Lessee harmless from any claim or demand that undersigned Lessor does not have authority to lease the premises described to Lessee. Lessor agrees Lessee may trim or remove any trees or vegetation on the leased property as often as Lessee deems necessary to prevent obstructions.
4. Lessee shall hold Lessor harmless from all damage to persons or Property resulting from the negligent or willful acts on the Property of Lessee's agents, employees, or others employed in the construction, maintenance, repair or removal of its Sign on the Property.
5. This agreement is a Lease, and all Sign's, permits, structures and improvements placed on the Property by or for Lessee shall remain the property of Lessee and be paid for by Lessee. Lessee shall have the right to remove the same at any time during the term of the Lease, or after the expiration of the Lease.
6. The term of this Lease will be Thirty (30) years commencing at the completion of construction of Lessee's Sign. This Lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee served not less than one-hundred and eighty (180) days before the end of such term or subsequent like term.
7. Lessee shall be entitled to recover from any condemning authority payment for the loss of its leasehold interest, loss of its Sign, and for all other losses for which Lessee is otherwise entitled to recover under applicable law.
8. In the event that (a) any of Lessee's Sign on the Property become entirely or partially obstructed or destroyed in Lessee's opinion; (b) the Property cannot safely be used for the erection or maintenance of Lessee's Sign's thereon for any reason; (c) the value of the location for advertising purposes becomes diminished in Lessee's sole opinion; (d) the Lessee is unable to obtain any necessary permit for the erection and/or maintenance of such Sign as the Lessee may desire; (e) the Lessee is prevented by law from construction and/or maintaining on the Property such Sign as the Lessee may desire; then the Lessee, may at its option, terminate the Lease on Thirty (30) days notice in writing, and Lessor agrees thereupon to return to the Lessee any rent paid in advance for the unexpired term; provided, however, that if the conditions described in (a), (b), and (c) thereof, or any of them, shall at any time temporarily exist, then Lessee shall at its option, in lieu of such termination of this lease, be entitled to an abatement of the rent payable hereunder, for and during the period of the existence of such conditions, or any of them, and to the return of any rent paid in advance for the period of such abatement.

9. Lessee shall be responsible for any permits or fees arising from the construction or maintenance of the Sign.
10. In the event Lessee desires the use of electricity for advertising, Lessee shall obtain and pay for electricity for the Sign. Lessor shall allow Lessee to install and maintain an above-ground or underground electrical supply line to the Sign. The electricity supply line to the Sign shall be metered, installed, operated, and maintained at the sole cost of Lessee. Lessor shall cooperate with Lessee in obtaining electricity for the Sign. Lessor hereby grants to Lessee easement for the utility service for purposes of illuminating the Sign and agrees to execute any necessary easement documents required by the local utility company for said electricity for the Sign.
11. This Lease shall constitute the sole agreement of the parties relating to the Sign. Neither party will be bound by any terms, oral or written, not set forth specifically in this Lease. This Lease is binding upon and inures to the benefit of the heirs, executors, successors, and assigns of Lessee and Lessor.
12. In the event of any change of ownership of the Property herein leased, the Lessor agrees to notify the Lessee promptly of such change and also agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to the new owner.
13. Lessor hereby grants to the Kansas Department of Transportation and City of Edgerton the right to enter the leased premises for the purposes of inspecting Lessor's outdoor advertising Sign.
14. Lessee may assign this Lease and enter into agreements for the use of the Sign without the prior consent of Lessor. Lessee may license the use of the Sign or any part thereof.
15. All terms of this Lease shall remain confidential, and Lessor, nor any agent to such party, shall disclose its substance or content without prior written consent from Lessee. In the event of any dispute regarding this Lease, whether or not such dispute results in legal proceedings, the prevailing party is entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.
16. Lessor hereby agrees to execute any necessary documents required for said recording of Lease.
17. All rent to be paid pursuant to this Lease, and all notices are to be forwarded to the undersigned Lessor at the address noted below the Lessor's signature.
18. All notices sent under this lease shall be by certified mail, return receipt requested, at the addresses hereinafter set out and such other addresses as either the Lessor or Lessee shall hereafter designate in writing to the other. All notices shall be deemed to have been given when deposited in the U.S. Mail in a sealed envelope, properly addressed, with postage prepaid thereon.

LESSOR:

Mico Inc.
(Please Sign Here)
By: [Signature]
Its: Sec Treas
Phone: (913) 397-1151
Date: 7/28/09
Address: Box 1200

Olathe, KS
66051-1200

LESSEE:

Ad Treas LLC

[Signature]
By: Michael Leo Dahir, Jr.
Its: Manager
Phone: 913-485-5000
Date: 7/28/09
Address: 12804 Maple Street
Overland Park, KS 66209

EDGERTON CITY HALL
PLANNING COMMISSION MEETING
REGULAR SESSION
September 10, 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 Jeremy Little, and Commissioner Charlie Crooks. Commissioners Tim Berger and Josh Beem were absent from the meeting. Also present were City Administrator Beth Linn, Development Services Director Katy Crow, and Planning and Zoning Coordinator Chris Clinton.

The Planning and Zoning Coordinator announced a quorum was present.

CONSENT AGENDA

MINUTES

The approval of the minutes from the Regular Session held on August 13, 2019 were considered.

Mr. Crooks motioned to approve the item as presented in the Consent Agenda, Mr. Little seconded. The consent agenda was approved, 3-0.

NEW BUSINESS

PUBLIC HEARING – CONDITIONAL USE PERMITS – APPLICATIONS CU2019-02 & CU2019-03

Chairman Daley introduced Application CU2019-02 and CU2019-03 as the 2 billboards located at 36450 Frontage Road.

Mr. Curt Petersen, agent, Polsinelli Law Firm, came before the Commission as a representative of the property owner, MICO, Inc. He stated the billboards are located just south of the Sunflower Road interchange with Interstate-35 (I-35) and can be seen by travelers along I-35. MICO, Inc. entered into a lease agreement with Ad Trend about 10 years ago to have billboards located on the southern and northern tip of the parcel. The agreement was for a 30-year land lease. At that time, a billboard required a Conditional Use Permit (CUP) per the Unified Development Code (UDC). The UDC has recently been updated to not allow billboards in the City of Edgerton. The original 5-year CUP has expired and an application to renew the CUP was not made by the property owner due to administrative error and oversight. MICO, Inc. is requesting a new CUP to cover the balance of the lease term, which is 20 years. Mr. Petersen agreed with all the stipulations outlined in the Staff Report except for the limitation of the CUP to a the 5-year term, as recommended by City Staff. He requested the Planning Commission consider a 20-year CUP term which would cover the remaining time of the lease agreement. Mr. Petersen stated that MICO, Inc. is at risk with an ever-changing environment and he wants MICO to be able to uphold their end of the lease agreement. Mr. Petersen stated the billboard will be maintained up to City standards.

Ms. Crow confirmed there are 2 billboards on the parcel. The original CUP application was issued in 2010 and issued for 5 years, so it expired in 2015. The applicant has applied for a new CUP. City Staff requested a CUP application be on file for each billboard in case the sale of the parcel results in a land split at some point in the future. Ms. Crow explained a CUP stays with the land, even if property owners change. She informed the Planning Commission a CUP is treated like a rezoning as it is based upon the use of the land. Therefore, the same Golden Factors considered during a rezoning are used in the CUP process and they are outlined in the Staff Report. She stated most of the Factors for the billboards have been deemed positive by Staff, with a few neutral determinations. City Staff has not received any questions or concerns regarding these applications. MICO, Inc. has provided public hearing notices to the surrounding property owners as is required. Ms. Crow explained 5 years is the typical time limit for a CUP. The first CUP was issued for 5 years even with the 30-year lease agreement being in place. The Staff Report does outline some stipulations for approval, which Mr. Petersen stated the property owner does agree with.

Mr. Crooks asked if the billboards will be removed once the lease agreement expires. Ms. Crow answered that the UDC, as of now, does not allow billboards in the City of Edgerton, so it is a risk if an applicant wishes to apply for a CUP. Chairman Daley asked if the billboards would be grandfathered in under the previous UDC. Ms. Crow replied the billboards are considered a non-conforming use and they would not be allowed per the UDC if the CUP expires. Mr. Crooks stated the Planning Commission could split the difference of Staff's recommendation and the applicants request and recommend the CUP for 10 years. He stated there are pros and cons to each. Ms. Linn stated it is up to the Planning Commission to weigh those pros and cons. She stated the applicant is requesting an unusually large amount of time for a CUP. Ms. Linn wants the Planning Commission to keep in mind the investments other property owners have put into the community that have CUPs for less than 20 years. Ms. Linn stated the Planning Commission will send forth a recommendation to the Governing Body as a CUP is adopted by ordinance. Chairman Daley requested clarification if the Governing Body could deny the CUP time limit the Planning Commission recommends. Ms. Linn replied the Governing Body can change the stipulations of approval in the ordinance they adopt.

Mr. Petersen replied the other projects that have larger investments don't have a legal nonconforming use as billboards are no longer allowed per the UDC. He stated the applicant wants to discuss the length of the CUP now as the details could change in 5 years from now with a new Planning Commission, Governing Body, and UDC. Chairman Daley stated the original 5-year CUP was approved even with the 30-year lease agreement in place. He asked if the lease could be transferred to a new property owner. Mr. Petersen stated he is unsure at this time.

Chairman Daley opened the public hearing. No comments were made. Mr. Crooks motioned to close the public hearing, Mr. Little seconded. The public hearing was closed, 3-0.

Chairman Daley stated the original CUP was for 5 years and it is always a possibility for the property to be sold. Mr. Crooks agreed and stated 5 years is the typical time limit for a CUP, but he does understand the request for longer. Chairman Daley inquired about what happens to the CUP if the property is sold. Ms. Linn stated the CUP is transferred with the land and gave the example of a cargo container storage lot that was approved then sold to a new company that is currently operating in Logistics Park Kansas City. She explained that is why CUP applications are treated like a rezoning application.

Mr. Crooks motioned to recommend approval with the following stipulations:

1. Conditional Use Permits CU2019-02 (north) and CU2019-03 (south) are each attached to one sign as described in the Staff Report. If ownership of the parcel changes, each CUP allowance will run with the billboard sign to which it is assigned with any change of ownership reported to the City so that permit records can be updated.
2. Each sign must be kept in good condition and should repairs be required, repaired in accordance with the time frame of the City of Edgerton UDC in effect at the time the repair is needed. Failure to properly maintain the sign shall be cause for revocation of the CUP(s).
3. Any major modifications to the billboard sign, as defined by City Staff, will render CU2019-02 (north) and CU2019-03 (south) null and void. Should the CUP be determined to be null and void, the billboards would then need to be removed within 60 days after notification to the property owner by the City.
4. As a legal non-conforming use, these CUPs are subject to the restrictions outlined in Article 9, Section 9.7.
5. Each CUP shall be valid for 5 (five) years from date of approval by the City of Edgerton Governing Body, regardless of ownership.
6. Should either of the CUPs not be renewed and approved by the Governing Body prior to their expiration date, then the billboards will be considered non-compliant with the UDC and will be required to be removed within 60 days of written notification to the property owner by the City.

Mr. Little stated he would consider approving the CUPs for 10 years. Mr. Daley stated the UDC was updated to not allow billboards in the City of Edgerton. Mr. Crooks stated the Governing Body could change the time if they are not happy with what the Planning Commission recommends. Mr. Little agreed and seconded the motion to recommend approval with the 5-year limit. Conditional Use Permit applications CU2019-02 and CU2019-03 were recommended for approval to the Governing Body, 3-0.

Ms. Linn stated the CUPs will be presented to the Governing Body at the September 26, 2019 meeting.

FUTURE MEETING

The next meeting is scheduled for October 8, 2019 at 7:00 p.m. Chairman Daley asked if there would be any items before the Board of Zoning Appeals (BZA). Ms. Crow replied there are no items to go before the BZA. Chairman Daley confirmed the time of the next meeting to be 7:00 p.m.

ADJOURNMENT

Motion by Mr. Crooks, seconded by Mr. Little, to adjourn. Motion was approved, 3-0.

The meeting adjourned at 7:17 p.m.

Submitted by: Chris Clinton, Planning and Zoning Coordinator

City Council Action Item

Council Meeting Date: September 26, 2019

Department: Public Works

Agenda Item: Consider Ordinance No. 2026 Approving The Descriptions And Survey Of Lands Necessary For Acquisition Of Easements Needed For Constructing 56 Highway Multi-Use Trail And Associated Improvements

Background/Description of Item:

At the 2017 Capital Improvement Program Work Session, the City Council provided direction to allocate \$150,000 of the Maintenance Fee towards Parks and Recreation Projects for 2017 and 2018. During the Capital Improvement Program discussion on June 7, 2018, City Council provided direction to move forward with the design of a multi-use path along Highway 56 to provide pedestrian/bicycle access from neighborhood/residences along Highway 56 to Dollar General, Edgerton Elementary, and other future development.

The Project requires acquisition of easements from several property owners along the corridor. Staff has spoken with all the property owners on the south side of 56 Highway that are affected by the project and continues to negotiate easements with the property owners as the preferred method to acquire the easements. However, in case negotiations do not reach a conclusion that satisfies both parties, staff would like to proceed with the next step in the condemnation process in the meantime.

On September 12, 2019 City Council took the first step by passing Resolution No. 09-12-19B confirming the necessity for condemnation and authorizing the preparation of survey and legal descriptions. Passing that resolution does not prohibit the City from continuing to negotiate and/or acquire the easements. It simply authorizes the preparation of the descriptions. That Resolution with the remaining easements needed was published in the Gardner News on September 25, 2019.

Enclosed with the packet is a draft ordinance still under review by the City Attorney. Any revision to the draft Ordinance will be reviewed with City Council at the August 26, 2019 meeting.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No.... Approving The Descriptions And Survey Of Lands Necessary For Acquisition Of Easements Needed For Constructing 56 Highway Multi-Use Trail And Associated Improvements

Enclosed: Draft Ordinance

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

ORDINANCE NO. 2026

AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR ACQUISITION OF EASEMENTS NEEDED FOR CONSTRUCTING 56 HIGHWAY MULTI-USE TRAIL PROJECT AND ASSOCIATED IMPROVEMENTS

WHEREAS, K.S.A. 26-201 requires that, prior to commencing condemnation proceedings, the Governing Body, by passage of an ordinance, authorize and provide for the acquisition of land or interest needed by the City, set forth the land or interest to be condemned, state for what purpose the condemned land or interest in land is to be used, and, if applicable, designate, as a benefit district, property specifically benefited by the proposed improvement.

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

Section 1. That the description and survey permanent easements necessary for the construction of 56 Highway Multi-use Trail project within Johnson County, Kansas -- as prepared by the City Engineer, and filed with the City Clerk pursuant to Resolution No. 09-12-19B (adopted by the Governing Body of the City of Edgerton, Kansas on September 12, 2019), are hereby approved.

Section 2. That the action of the Governing Body of the City of Edgerton, Kansas in acquiring permanent easements necessary for construction of 56 Highway Multi-use Trail within Johnson County, Kansas has been declared necessary by the Governing Body.

Section 3. That the acquisition of rights-of-way, permanent and temporary easements, as described hereinafter, is all in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated.

Section 4. That there be and there is hereby declared to be public necessity to acquire, by Eminent Domain Proceedings for the purpose of constructing of 56 Highway Multi-use Trail on the south side of Highway 56 all as described in Section 1 of this Ordinance, the land hereinafter described:

Permanent Water Line and Pedestrian Easement

THE NORTH 12.5 FEET OF LOT 10, WESTVIEW SUBDIVISION, A RESURVEY OF LOTS 9 AND 10 IN COUNTY CLERK'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, CONTAINING 1,650 SQUARE FEET.

Permanent Water Line and Pedestrian Easement

THE NORTH 12 FEET OF LOT 9, WESTVIEW SUBDIVISION, A RESURVEY OF LOTS 9 AND 10 IN COUNTY CLERK'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 15, RANGE 22, JOHNSON COUNTY, KANSAS, CONTAINING 1,765 SQUARE FEET.

Permanent Water Line and Pedestrian Easement

A TRACT OF LAND IN LOT 8, COUNTY CLERK'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 15, RANGE 22 E, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 8 AND ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 56; THENCE ALONG THE PRESENT SOUTH RIGHT-OF-WAY LINE OF SAID US HIGHWAY 56

N.88°04'51"E. (BEING AN ASSUMED BEARING) 243.07 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE ALONG THE EAST LINE OF SAID LOT 8

S.01°45'17"E. 15.90 FEET; THENCE

N.84°05'35"W. 36.01 FEET; THENCE

S.88°04'51"W. 42.93 FEET; THENCE

S.81°45'22"W. 40.24 FEET; THENCE

S.88°04'51"W. 5.22 FEET; THENCE

N.85°35'39"W. 40.24 FEET; THENCE

S.88°04'51"W. 57.52 FEET; THENCE

S.82°05'43"W. 10.05 FEET; THENCE

S.88°04'51"W. 5.15 FEET; THENCE

N.85°56'00"W. 6.61 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE ALONG THE WEST LINE OF SAID LOT 8

N.01°42'51"W. 11.36 FEET TO THE POINT OF BEGINNING, CONTAINING 2,977 SQUARE FEET.

Permanent Water Line, Storm-Water and Pedestrian Easement

A TRACT OF LAND IN LOT 7, COUNTY CLERK'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 15, RANGE 22 E, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 7 AND ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 56; THENCE ALONG THE PRESENT SOUTH RIGHT-OF-WAY LINE OF SAID US HIGHWAY 56

N.88°10'58"E. (BEING AN ASSUMED BEARING) 219.63 FEET TO A POINT ON THE EAST LINE OF SAID LOT 7; THENCE ALONG THE EAST LINE OF SAID LOT 7

S.01°50'59"E. 15.94 FEET; THENCE

N.79°43'38"W. 14.02 FEET; THENCE

S.88°10'58"W. 98.26 FEET; THENCE

S.76°19'14"W. 35.69 FEET; THENCE

S.87°58'43"W. 39.06 FEET; THENCE

N.84°05'35"W. 19.89 FEET; THENCE

S.01°45'17"E. 12.28 FEET; THENCE

S.88°14'43"W. 14.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE ALONG THE WEST LINE OF SAID LOT 7

N.01°45'17"W. 30.06 FEET TO THE POINT OF BEGINNING, CONTAINING 3,653 SQUARE FEET.

Permanent Water Line and Pedestrian Easement

A TRACT OF LAND IN LOT 14, BLOCK ONE, BURKDOLL ADDITION, A REPLAT OF PART OF LOT 6, COUNTY CLERK'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 15, RANGE 22 E, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 14; THENCE ALONG THE EAST LINE OF SAID LOT 14

S.01°47'02"E. (BEING AN ASSUMED BEARING) 24.18 FEET; THENCE

N.46°30'24"W. 16.18 FEET; THENCE

N.83°28'15"W. 4.62 FEET; THENCE

S.88°09'32"W. 95.61 FEET; THENCE

S.78°41'47"W. 24.33 FEET; THENCE

S.88°09'32"W. 6.38 FEET TO THE WEST LINE OF SAID LOT 14; THENCE ALONG THE WEST LINE OF SAID LOT 14

N.01°50'59"W. 16.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE ALONG THE NORTH LINE OF SAID LOT 14

N.88°09'32"E. 141.96 FEET TO THE POINT OF BEGINNING, CONTAINING 1,852 SQUARE FEET.

Permanent Water Line and Pedestrian Easement

A TRACT OF LAND IN LOT 1, BLOCK ONE, BURKDOLL ADDITION, A REPLAT OF PART OF LOT 6, COUNTY CLERK'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 15, RANGE 22 E, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1

N.88°09'32"E. (BEING AN ASSUMED BEARING) 149.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF SAID LOT 1

S.01°43'25"E. 16.01 FEET; THENCE

S.88°11'06"W. 12.01 FEET; THENCE

N.84°11'46"W. 30.13 FEET; THENCE

S.88°09'32"W. 87.14 FEET; THENCE

S.79°37'41"W. 11.81 FEET; THENCE

S.38°26'56"W. 13.86 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1

N.01°47'02"W. 24.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,977 SQUARE FEET. SQUARE FEET.

Permanent Water Line, Storm-Water and Pedestrian Easement

A TRACT OF LAND IN TRACT A AS SHOWN ON A LOT SPLIT CERTIFICATE OF SURVEY RECORDED ON PAGE 3124 IN BOOK 201712 AT THE JOHNSON COUNTY REGISTER OF DEEDS IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT A AND ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 56; THENCE ALONG THE WEST LINE OF SAID TRACT A

S.01°49'35"E. (BEING AN ASSUMED BEARING) 15.00 FEET; THENCE

N.88°11'06"E. 27.34 FEET TO THE POINT OF BEGINNING; THENCE

N.88°11'06"E. 15.00 FEET; THENCE

S.01°48'54"E. 15.53 FEET; THENCE

S.88°11'06"W. 15.00 FEET; THENCE

N.01°48'54"W. 15.53 FEET TO THE POINT OF BEGINNING, CONTAINING 233 SQUARE FEET.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body of the City of Edgerton, Kansas, and approved by the Mayor on the 8th of August, 2019.

Donald Roberts, Mayor

(Seal)

ATTEST:

Rachel A. James, City Clerk

APPROVED AS TO FORM:

Lee W. Hendricks, City Attorney

City Council Action Item

Council Meeting Date: September 26, 2019

Department: Public Works

Agenda Item: Consider Recommendation to Reject the Bids for Construction of the 56 Highway Multi-Use Trail Project

Background/Description of Item: At the 2017 Capital Improvement Program Work Session, the City Council provided direction to allocate \$150,000 of the Maintenance Fee towards Parks and Recreation Projects for 2017 and 2018. During the Capital Improvement Program discussion on June 7, 2018, City Council provided direction to move forward with the design of a multi-use path along Highway 56 to provide pedestrian/bicycle access from neighborhood/residences along Highway 56 to Dollar General, Edgerton Elementary, and other future development.

On August 23, 2018 City Council Approved the Agreement with BG Consultants for the engineering and design services for the Multi-Use Trail along 56 Highway from West 1st Street to West 8th Street. This project consists of approximately 2400 LF of multi-use trail that uses a section that is 10' wide.

As part of the design phase of the 56 Highway Multi-Use Trail, staff discussed the makeup of the typical section for the proposed 10" trail. During these discussions staff took into consideration maintenance of the trail, life span of the pavement as well as future pavement repair activities. Consulting with our City Engineer we selected a typical section that would be most beneficial for this area and would provide the best cost benefit. With the location of the trail along Kansas Department of Transportation Right-of-Way, there are several locations that require retaining walls for grade changes and areas of storm drainage that need to be improved as part of the project.

Bid Results

Bid documents included both a 6" concrete typical section and a bid alternate for 10" asphalt trail section to understand the delta between the two pavements. On September 10, 2019, the City of Edgerton held a public bid opening. A total of six (6) bids were received, opened and read aloud to the public. A summary of those bids are below.

	BASE BID	ALTERNATE #1
Engineer's Estimate	\$271,617.00	\$223,192.00
Bryan & Bryant Construction, Inc.	\$261,865.50	
Pyramid Contractors, Inc.	\$282,272.60	\$261,643.55
Mega Industries Corporation	\$301,702.00	\$311,387.00
Cohorst Enterprises, Inc.	307,659.70	\$243,738.70
Miles Excavating, Inc.	\$365,818.53	\$350,903.63
Kansas Heavy Construction LLC	\$432,400.60	\$436,274.60

The project budget includes \$150,000. If City Council wishes to continue with the project, approximately \$150,000 additional funding will be required depending on bid selected and easement acquisition costs. Staff has identified below additional funding sources to offset the cost of the proposed project. Please note these funding sources if utilized for this project would not be eligible to be considered as possible funding sources for other unfunded projects during the upcoming Work Session on the Capital Improvement Plan.

- Park Impact Fee - \$ 104,777
- Special Park and Recreation Fund - \$ 28,138
- General Fund - \$ 686,000

Based on the significant pricing over budget, staff recommends rejection of both the base bid and alternate#1.

Alternate Methods of Completion

If City Council would reject all bids for construction of the trail, staff would recommend consideration of the options for alternate methods for completion of the project.

- Change in Scope and/or Phasing of Project: The City could reduce the scope of the project to construct the trail in two phases (from Dollar General east to 1st Street and Dollar General west to 8th Street). These phases could be included in one project with separate notice to proceed dates or broken into separate projects and bid separately.
- Re-bid in 2020: Pricing of public infrastructure projects can often be affected by several outside factors including time of year, other projects out to bid in the market, perceived challenges to the project, etc. The City could re-bid after the first of the year once the easement acquisition process is complete and the other large projects in the market have been awarded. Contractors may be more aggressive to secure work for their crews headed into the spring construction season.
- Cooperative Bidding: In 2018 the City of Edgerton utilized cooperative agreement with Johnson County Parks and Recreation to access construction pricing for removal and

installation of asphalt trail at Martin Creek Park. Staff would research similar options for cooperative purchasing for both the concrete and asphalt trail for consideration.

- Grant Funding: Staff has researched several options available for outside funding for Multi-Use Trail project, options range from CARS (County Assistance Road System), CDBG (Community Development Block Grant), and Kansas Department of Transportation Local Program: Transportation Alternatives. For this option, it would be important to understand the timing implications of application for the grant, typical success rate and construction award.

Related Ordinance(s) or Statute(s):

Funding Source: Capital Improvement Fund \$150,000

Budget Allocated: \$150,000

X Karen E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: Approve Recommendation to Reject the Bids for Construction of the 56 Highway Multi-Use Trail Project</p>
--

Enclosed:

Recommendation Letter from BG Consultants
Bid Tabulation

Prepared by: Trey Whitaker, Public Works Superintendent

September 11, 2019

Dan Merkh, Director of Public Works
404 E. Nelson Street
Edgerton, KS 66021

Re: Highway 56 Shared Use Path
Edgerton, Kansas
BG Project No. 18-1372L

Dear Mr. Merkh:

The bid letting for the Highway 56 Shared Use Path was conducted September 10, 2019. A total of six (6) bids were received, opened and read aloud to the public. The base bids ranged from a low of \$261,865.50 to a high of \$432,400.60. The engineer's estimate was \$271,617.00. The bids are shown below:

	Base Bid	Alternate #1	Base Bid w/Alt. #1
Engineer's Estimate	\$271,617.00	\$(48,425.00)	\$223,192.00
Bryan & Bryant Construction, Inc.	\$261,865.50	No Bid	N/A
Pyramid Contractors, Inc.	\$282,272.60	\$(20,629.05)	\$261,643.55
Mega Industries Corporation	\$301,702.00	\$9,685.00	\$311,387.00
Cohorst Enterprises, Inc.	\$307,659.70	\$(63,921.00)	\$243,738.70
Miles Excavating, Inc.	\$365,818.53	\$(14,914.90)	\$350,903.63
Kansas Heavy Construction LLC	\$432,400.60	\$3,874.00	\$436,274.60

Bryant & Bryant Construction, Inc. of Halstead, Kansas submitted the low base bid. Cohorst Enterprises, Inc. of Wellsville, Kansas submitted the low bid when Add Alternate #1 is considered. Based upon review of the bids, our prior direct experience and references that we checked, we believe that both contractors are qualified to perform the scope of work included in this project. Bid tabulations are attached to this letter.

Feel free to call me if you have any questions or need additional information.

Sincerely,

BG CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'D. Hamby'.

David Hamby, P.E., CFM
Vice President

Attachment

BID TABULATIONS
Highway 56 Shared Use Path
Ederton, Kansas
Bid Letting September 10, 2019
18-1372L

				Engineer's Estimate		Bryant & Bryant Construction, Inc.		Pyramid Contractors, Inc.		Mega Industries Corporation		Cohorst Enterprises, Inc.		Miles Excavating, Inc.		Kansas Heavy Construction	
Item #	Description	Quantity	Unit	Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
Base Bid																	
1.	Contractor Construction Staking	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 3,500.00	\$ 3,500.00	\$ 9,000.00	\$ 9,000.00	\$ 3,620.90	\$ 3,620.90	\$ 5,500.00	\$ 5,500.00
2.	Mobilization	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 28,000.00	\$ 28,000.00	\$ 18,000.00	\$ 18,000.00	\$ 24,139.34	\$ 24,139.34	\$ 48,000.00	\$ 48,000.00
3.	Temporary Erosion Control	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,600.00	\$ 3,600.00	\$ 5,500.00	\$ 5,500.00	\$ 3,897.00	\$ 3,897.00	\$ 6,000.00	\$ 6,000.00
4.	Clearing & Grubbing	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 22,000.00	\$ 22,000.00	\$ 12,000.00	\$ 12,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,250.91	\$ 12,250.91	\$ 27,500.00	\$ 27,500.00
5.	Demolition & Removal	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 44,000.00	\$ 44,000.00	\$ 5,200.00	\$ 5,200.00	\$ 8,227.91	\$ 8,227.91	\$ 18,250.00	\$ 18,250.00
6.	Reconstruct Existing Church Sign	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 18,104.50	\$ 18,104.50	\$ 7,500.00	\$ 7,500.00
7.	Earthwork	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 30,300.00	\$ 30,300.00	\$ 30,000.00	\$ 30,000.00	\$ 68,484.70	\$ 68,484.70	\$ 49,000.00	\$ 49,000.00
8.	Temporary Traffic Control	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00	\$ 11,500.00	\$ 11,500.00	\$ 7,181.45	\$ 7,181.45	\$ 8,500.00	\$ 8,500.00
9.	Pavement Marking, Pre-formed Thermoplastic, Solid White (24")	126.1	L.F.	\$ 25.00	\$ 3,152.50	\$ 20.00	\$ 2,522.00	\$ 18.00	\$ 2,269.80	\$ 20.50	\$ 2,585.05	\$ 20.00	\$ 2,522.00	\$ 24.74	\$ 3,119.71	\$ 30.00	\$ 3,783.00
10.	Relocate Existing Traffic Signs	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,150.00	\$ 1,150.00	\$ 1,200.00	\$ 1,200.00	\$ 1,430.26	\$ 1,430.26	\$ 1,600.00	\$ 1,600.00
11.	Concrete Driveway (6", Reinforced, 4K)	158.2	S.Y.	\$ 65.00	\$ 10,283.00	\$ 55.00	\$ 8,701.00	\$ 92.00	\$ 14,554.40	\$ 67.00	\$ 10,599.40	\$ 63.00	\$ 9,966.60	\$ 60.47	\$ 9,566.35	\$ 80.00	\$ 12,656.00
12.	Concrete Curb and Gutter	100.8	L.F.	\$ 45.00	\$ 4,536.00	\$ 35.00	\$ 3,528.00	\$ 36.00	\$ 3,628.80	\$ 47.50	\$ 4,788.00	\$ 25.00	\$ 2,520.00	\$ 28.41	\$ 2,863.73	\$ 40.00	\$ 4,032.00
13.	Concrete Sidewalk (4")	34.3	S.Y.	\$ 55.00	\$ 1,886.50	\$ 50.00	\$ 1,715.00	\$ 32.00	\$ 1,097.60	\$ 89.50	\$ 3,069.85	\$ 63.00	\$ 2,160.90	\$ 50.23	\$ 1,722.89	\$ 60.00	\$ 2,058.00
14.	Concrete Recreational Path (6", Fiber Reinforced)	2323.4	S.Y.	\$ 60.00	\$ 139,404.00	\$ 55.00	\$ 127,787.00	\$ 46.00	\$ 106,876.40	\$ 39.00	\$ 90,612.60	\$ 63.00	\$ 146,374.20	\$ 47.36	\$ 110,036.22	\$ 69.00	\$ 160,314.60
15.	Reinforced Concrete Sidewalk (6", Adjacent to Curb)	432	S.F.	\$ 65.00	\$ 28,080.00	\$ 8.50	\$ 3,672.00	\$ 18.50	\$ 7,992.00	\$ 11.50	\$ 4,968.00	\$ 7.00	\$ 3,024.00	\$ 12.35	\$ 5,335.20	\$ 25.00	\$ 10,800.00
16.	Detectable Warning Panels	108	S.F.	\$ 50.00	\$ 5,400.00	\$ 30.00	\$ 3,240.00	\$ 18.00	\$ 1,944.00	\$ 22.00	\$ 2,376.00	\$ 28.00	\$ 3,024.00	\$ 32.25	\$ 3,483.00	\$ 38.00	\$ 4,104.00
17.	V-Curb	84.8	L.F.	\$ 20.00	\$ 1,696.00	\$ 35.00	\$ 2,968.00	\$ 42.00	\$ 3,561.60	\$ 27.00	\$ 2,289.60	\$ 25.00	\$ 2,120.00	\$ 41.96	\$ 3,558.21	\$ 40.00	\$ 3,392.00
18.	Integral Concrete Retaining Wall	96.2	L.F.	\$ 100.00	\$ 9,620.00	\$ 115.00	\$ 11,063.00	\$ 185.00	\$ 17,797.00	\$ 203.00	\$ 19,528.60	\$ 140.00	\$ 13,468.00	\$ 360.46	\$ 34,676.25	\$ 190.00	\$ 18,278.00
19.	AB-3 Driveway (6")	26.2	S.Y.	\$ 20.00	\$ 524.00	\$ 15.00	\$ 393.00	\$ 40.00	\$ 1,048.00	\$ 18.50	\$ 484.70	\$ 25.00	\$ 655.00	\$ 16.66	\$ 436.49	\$ 40.00	\$ 1,048.00
20.	6" Storm Sewer (PVC)	16	L.F.	\$ 40.00	\$ 640.00	\$ 25.00	\$ 400.00	\$ 22.00	\$ 352.00	\$ 55.00	\$ 880.00	\$ 50.00	\$ 800.00	\$ 119.86	\$ 1,917.68	\$ 90.00	\$ 1,440.00
21.	15" Storm Sewer (HDPE)	2.9	L.F.	\$ 200.00	\$ 580.00	\$ 200.00	\$ 580.00	\$ 150.00	\$ 435.00	\$ 204.00	\$ 591.60	\$ 400.00	\$ 1,160.00	\$ 117.27	\$ 340.08	\$ 325.00	\$ 942.50
22.	30"x19" Storm Sewer (RCHE)	22.5	L.F.	\$ 100.00	\$ 2,250.00	\$ 100.00	\$ 2,250.00	\$ 195.00	\$ 4,387.50	\$ 104.00	\$ 2,340.00	\$ 200.00	\$ 4,500.00	\$ 150.81	\$ 3,393.23	\$ 225.00	\$ 5,062.50
23.	38"x24" Storm Sewer (RCHE)	29.7	L.F.	\$ 150.00	\$ 4,455.00	\$ 125.00	\$ 3,712.50	\$ 215.00	\$ 6,385.50	\$ 131.00	\$ 3,890.70	\$ 220.00	\$ 6,534.00	\$ 184.30	\$ 5,473.71	\$ 250.00	\$ 7,425.00
24.	15" End Section (HDPE)	1	L.F.	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 767.00	\$ 767.00	\$ 600.00	\$ 600.00	\$ 184.30	\$ 184.30	\$ 1,500.00	\$ 1,500.00
25.	30"x19" End Section (RCHE)	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,750.00	\$ 3,500.00	\$ 1,335.00	\$ 2,670.00	\$ 2,500.00	\$ 5,000.00	\$ 3,474.27	\$ 6,948.54	\$ 1,700.00	\$ 3,400.00
26.	38"x24" End Section (RCHE)	2	Each	\$ 1,300.00	\$ 2,600.00	\$ 1,200.00	\$ 2,400.00	\$ 1,700.00	\$ 3,400.00	\$ 1,405.00	\$ 2,810.00	\$ 2,700.00	\$ 5,400.00	\$ 3,573.24	\$ 7,146.48	\$ 2,000.00	\$ 4,000.00
27.	15"x11.25" Bend (HDPE)	1	Each	\$ 50.00	\$ 50.00	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 605.00	\$ 605.00	\$ 600.00	\$ 600.00	\$ 1,894.09	\$ 1,894.09	\$ 950.00	\$ 950.00
28.	Riprap (12" thick, 6" D50)	12.6	S.Y.	\$ 50.00	\$ 630.00	\$ 110.00	\$ 1,386.00	\$ 55.00	\$ 693.00	\$ 56.50	\$ 711.90	\$ 85.00	\$ 1,071.00	\$ 68.79	\$ 866.75	\$ 225.00	\$ 2,835.00
29.	Seeding, Fertilizing, Mulching (Permanent)	1	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,900.00	\$ 4,900.00	\$ 3,500.00	\$ 3,500.00	\$ 5,232.20	\$ 5,232.20	\$ 6,000.00	\$ 6,000.00
30.	Fence (Chain Link)(4')	94	L.F.	\$ 15.00	\$ 1,410.00	\$ 16.00	\$ 1,504.00	\$ 25.00	\$ 2,350.00	\$ 48.00	\$ 4,512.00	\$ 15.00	\$ 1,410.00	\$ 54.31	\$ 5,105.14	\$ 35.00	\$ 3,290.00
31.	Fence (Wood)(6')	54	L.F.	\$ 30.00	\$ 1,620.00	\$ 61.00	\$ 3,294.00	\$ 50.00	\$ 2,700.00	\$ 68.00	\$ 3,672.00	\$ 25.00	\$ 1,350.00	\$ 95.95	\$ 5,181.30	\$ 60.00	\$ 3,240.00
Base Bid Total =				\$	271,617.00	\$	261,865.50	\$	282,272.60	\$	301,702.00	\$	307,659.70	\$	365,818.53	\$	432,400.60
Alternate No. 1																	
No	Description	Quantity	Units	Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price		Unit Price	
1.	Concrete Recreational Path (6", Fiber Reinforced)(Deduct)	-1937	S.Y.	\$ 60.00	\$ (116,220.00)	\$ -	\$ -	\$ 45.65	\$ (88,424.05)	\$ 39.00	\$ (75,543.00)	\$ 63.00	\$ (122,031.00)	\$ 47.36	\$ (91,736.32)	\$ 69.00	\$ (133,653.00)
2.	Asphalt Recreational Path (6", 2" Surface, 4" Base)	1937	S.Y.	\$ 35.00	\$ 67,795.00	\$ -	\$ -	\$ 35.00	\$ 67,795.00	\$ 44.00	\$ 85,228.00	\$ 30.00	\$ 58,110.00	\$ 39.66	\$ 76,821.42	\$ 71.00	\$ 137,527.00
Alternate No. 1 Total =				\$	(48,425.00)	\$	-	\$	(20,629.05)	\$	9,685.00	\$	(63,921.00)	\$	(14,914.90)	\$	3,874.00
Base Bid + Alternate No. 1 Total =				\$	223,192.00	\$	261,865.50	\$	261,643.55	\$	311,387.00	\$	243,738.70	\$	350,903.63	\$	436,274.60

City Council Action Item

Council Meeting Date: September 26, 2019

Department: Administration

Agenda Item: Consider Charter Ordinance No. 26 Exempting the City From the Provisions of K.S.A. 25-2120, Amending Section 3 of Charter Ordinance No. 23 of the City of Edgerton, Kansas to Accurately Reflect the Expiration Date and Start Date of City Councilmember Terms and Repealing Charter Ordinance No. 24

Background/Description of Item:

On May 9, 2017 the Edgerton City Council approved Charter Ordinance No. 23 pursuant to new requirements by the State of Kansas regarding expiration of councilmember terms in municipalities in the State of Kansas. Charter Ordinance No. 23 stated that all councilmember terms would expire on the Second Thursday in January of the year following the end of their term. This was in conflict with the requirements of Article 12 of the Kansas Constitution, which requires that all councilmember terms in municipalities in the State of Kansas expire on the Second Monday of January of the year following the end of their term. As such, Charter Ordinance No. 24, which amended Charter Ordinance No. 23, was adopted by the Edgerton City Council on November 9th, 2017; per Charter Ordinance No. 24 new councilmembers were to be sworn in on the Second Monday in January of the year beginning their term. This was an effort to bring the City of Edgerton's election ordinance in compliance with the statutes of the State of Kansas.

After the passage of Charter Ordinance No. 24, the Kansas Legislature passed SB 105. SB 105 amended K.S.A. 25-2120 to allow cities to establish the commencement date for terms of office by Resolution, "on or after December 1 following certification of the election and no later than the second Monday in January following certification of the election". Edgerton City Council discussed this bill with City Attorney during the September 12th City Council meeting and directed the City Attorney to draft a Charter Ordinance to exempt the City from this statute and instead adopt commencement dates.

Therefore, the proposed Ordinance No. 26 will amend Charter Ordinance No. 23 and repeal Charter Ordinance No. 24. Ordinance No. 26 as proposed states that Governing Body positions will be sworn in at the first council meeting held in the month of December, and at which time the term of the prior official's office shall expire.

Related Ordinance(s) or Statute(s):

Charter Ordinance No. 23

Charter Ordinance No. 24

K.S.A. 25-2120

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Charter Ordinance No. 26 Exempting the City From the Provisions of K.S.A. 25-2120, Amending Section 3 of Charter Ordinance No. 23 of the City of Edgerton, Kansas to Accurately Reflect the Expiration Date and Start Date of City Councilmember Terms and Repealing Charter Ordinance No. 24

Enclosed:

Draft Charter Ordinance No. 26

Prepared by:

Scott Peterson*Assistant City Administrator

CHARTER ORDINANCE NO. 26

A CHARTER ORDINANCE EXEMPTING THE CITY FROM THE PROVISIONS OF K.S.A 25-2120, AMENDING SECTION 3 OF CHARTER ORDINANCE NO. 23 OF THE CITY OF EDGERTON, KANSAS TO ACCURATELY REFLECT THE EXPIRATION DATE AND START DATE OF CITY COUNCILMEMBER TERMS AND REPEALING CHARTER ORDINANCE NO. 24

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

WHEREAS, pursuant to Article 12, Section 5 of the Kansas Constitution, hereinafter referred to as the “Constitution,” cities of the State of Kansas, hereinafter referred to as the “State,” may by charter ordinance elect, in the manner prescribed in the Constitution, that the whole or any part of any enactment of the State legislature applying to such city shall not apply to such city unless such enactment is of statewide concern applicable uniformly to all cities, is otherwise applicable uniformly to all cities or unless such enactment prescribes limits of indebtedness; and

WHEREAS, pursuant to the Constitution, no charter ordinance shall take effect until sixty (60) days after its final publication; provided, however, if within sixty (60) days of its final publication a petition signed by a number of electors of the city equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular city election shall be filed in the office of the clerk of such city demanding that such ordinance be submitted to a vote of the electors, such charter ordinance shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon; and

WHEREAS, on May 9, 2017 the City of Edgerton passed Charter Ordinance No. 23 which exempted the City from the provisions of K.S.A. 15-201 relating to the election of officers, their terms and transition to November elections; and

WHEREAS, Section 3 of Charter Ordinance No. 23, listed the expiration day of certain councilmember’s terms as “the second Thursday in January of 2018” and “the second Thursday in January of 2020”; and

WHEREAS, on November 9, 2017 the City of Edgerton passed Charter Ordinance No. 24 which amended Section 3 of Charter Ordinance No. 23 to reflect term expiration dates of “the second Monday in January” in order to comply with K.S.A. 25-2120;

WHEREAS, subsequent to the passage of Charter Ordinance No. 24, the Kansas Legislature passed SB 105, amending K.S.A. 25-2120 to allow cities to establish the commencement date for terms of office by Resolution, “on or after December 1 following certification of the election and no later than the second Monday in January following certification of the election”; and

WHEREAS, the City wishes to exempt itself from the terms of the amended K.S.A. 25-2120 and not establish commencement dates by Resolution but instead amend Charter Ordinance No. 23 and repeal Charter Ordinance No. 24 to establish the same; and

WHEREAS, a Charter Ordinance can only be amended by subsequent Charter Ordinance;
and

WHEREAS, the governing body of the City of Edgerton wishes to exempt itself from K.S.A. 25-2120 and amend Section 3 of Charter Ordinance No. 23 to accurately reflect the correct day upon which councilmembers terms will begin and expire.

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

Section 1. The Governing Body of the City of Edgerton, Kansas, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas hereby amends Section 3 of Charter Ordinance No. 23 to read as follows:

Section 3. Those Governing Body positions with terms expiring in April 2017 shall expire on the second Monday in January of 2018 when the City officials elected in the November 2017 general election take office. Those Governing Body positions with terms expiring in April 2019 shall expire on the date of the first council meeting held in December 2020 when the City officials elected in the November 2019 general election take office. Thereafter, all City officials elected in November elections shall take office at the first council meeting held in the month of December, at which time the term of the prior official's office shall expire.

Section 1. The Governing Body of the City of Edgerton, Kansas, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas hereby repeals Charter Ordinance No. 24.

Section 3. This Charter Ordinance shall be published once each week for two (2) consecutive weeks in the official City newspaper.

Section 4. This Charter Ordinance shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed. In that event, a referendum will be held on this Charter Ordinance as provided in Article 12, Section 5, Subdivision (c)(3), of the Kansas Constitution, in which case this Charter Ordinance shall become effective if approved by a majority of the electors voting therein.

PASSED AND APPROVED by the Governing Body of the City of Edgerton, Kansas, not less than two-thirds of the members elect voting in favor thereof, this 26th day of September, 2019.

CITY OF EDGERTON, KANSAS

DONALD ROBERTS, Mayor

ATTEST:

RACHEL JAMES, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney