

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
December 10, 2020
7:00 P.M.**

To reduce the spread of COVID-19, Edgerton City Council members will attend virtually, using Microsoft Teams, an online meeting tool, to conduct the meeting

In compliance with the guidance issued by the State of Kansas Attorney General, the City of Edgerton remains subject to the Kansas Open Meetings Act (KOMA) and is taking actions as necessary and reasonable under the circumstances of the emergency declaration to advance the conduct of governmental affairs and ensure the transaction of government business is open to the public.

Any resident wishing to attend City Council meeting may do so and is required to practice the social distancing guidelines as established by the State of Kansas and Center for Disease Control (CDC). The room will be set up to be in compliance with these requirements. The City Council members will not be physically present in the room.

Any member of the public wishing to provide general public comment or comment about an agenda item without attending the meeting in person may do so by email to Kara Banks (kbanks@edgertonks.org). If you are unable to email the comments, you may call the following number, and staff will report your comment on your behalf. (913) 893-6231. Any comments should be submitted by phone or email by noon (12:00 PM) on day of the scheduled meeting.

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Conus ____ Lewis ____ Smith ____ Beem
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 November 12, 2020 Regular City Council Meeting
5. Approve the Renewal of a Cereal Malt Beverage License Application for 2021
6. Approve Letter of Understanding with Johnson County Human Services for 2021 Utility Assistance
7. Approve Ordinance No. 2054 Amending Chapter XIV, Article 2 of the Municipal Code of the City of Edgerton, Kansas to Replace Code Section 14-203 and Repeal All Other Ordinances or Parts of Ordinances in Conflict Therewith
8. Approve Ordinance No. 2055 Amending Chapter VIII, Article 3, Section 8-309 of the Municipal Code of the City of Edgerton, Kansas and Repealing All Ordinances or Pars of Ordinances in Conflict Therewith
9. Approve Resolution No. 12-10-20A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas
10. Approve a Contract Renewal with Strategy LLC for IT Services

Regular Agenda

11. **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.
12. **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.
13. **Announcement.** Welcoming of Veronica Huffman, City of Edgerton Customer Service Specialist and Court Clerk.

Business Requiring Action

14. **PUBLIC HEARING REGARDING A POSSIBLE DANGEROUS AND UNFIT STRUCTURE EXISTING AT 502 EAST 2ND STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON CITY CODE, CHAPTER IV, ARTICLE 4, SECTION 4-407**

15. **CONSIDER A POSSIBLE DANGEROUS AND UNFIT STRUCTURE EXISTING AT 502 EAST 2ND STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON CITY CODE, CHAPTER IV, ARTICLE 4, SECTION 4-407**

Motion: _____ Second: _____ Vote: _____

16. **CONSIDER A PUBLIC SERVICE AGREEMENT WITH JOHNSON COUNTY FIRE DISTRICT NUMBER 1, JOHNSON COUNTY, KANSAS**

Motion: _____ Second: _____ Vote: _____

17. **CONSIDER RESOLUTION NO. 12-10-20B CONSENTING TO THE ASSIGNMENT OF BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS**

Motion: _____ Second: _____ Vote: _____

18. **CONSIDER A GOVERNMENT ENFORCEMENT SERVICES AGREEMENT FOR JOHNSON COUNTY LOCAL HEALTH OFFICER ORDERS AND COUNTY BOARD OF HEALTH ORDERS**

Motion: _____ Second: _____ Vote: _____

19. CONSIDER AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S DEPARTMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2021

Motion: _____ Second: _____ Vote: _____

20. CONSIDER A RELOCATION AND REIMBURSEMENT AGREEMENT WITH KPC PIPELINE, LLC FOR THE 207TH STREET GRADE SEPARATION PROJECT

Motion: _____ Second: _____ Vote: _____

21. CONSIDER ORDINANCE NO. 2056 AMENDING CHAPTER VIII, ARTICLE 4, OF THE CITY CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

Motion: _____ Second: _____ Vote: _____

22. Report by the City Administrator

- CARES Funding Update - Allocation and Spending

23. Report by the Mayor

24. Future Meeting Reminders:

- January 12th: Planning Commission Meeting – 7:00 PM
- January 14th: City Council Meeting – 7:00 PM
- January 28th: City Council Meeting – 7:00 PM
- February 9th: Planning Commission Meeting – 7:00 PM
- February 11th: City Council Meeting – 7:00PM
- February 25th: City Council Meeting – 7:00 PM

25. 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 PENDING LITIGATION

Motion: _____ Second: _____ Vote: _____

26. Adjourn Motion: _____ Second: _____ Vote: _____

EVENTS

December 24th & 25th: City Hall Closed for Christmas Eve and Christmas Day

January 1st: City Hall Closed for New Year's Day

February 15th: City Hall Closed for President's Day

February 18th: Annual State of the City

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
November 12, 2020**

A Regular Session of the City Council (the Council) was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on November 12, 2020. The meeting convened at 7:00 PM with Mayor Roberts presiding.

1. ROLL CALL

Ron Conus	present
Clay Longanecker	present
Josh Lewis	present
Katee Smith	present
Josh Beem	absent

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks
- City Clerk Alexandria Clower
- Development Director Katy Crow
- Finance Director Karen Kindle
- Accountant Justin Vermillion
- Public Works Director Dan Merkh
- Public Works Superintendent Trey Whitaker
- Marketing and Communications Manager Kara Banks

1. WELCOME

2. 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)*

3. Approve Minutes for October 22, 2020 Regular City Council Meeting
4. Approve Minutes for October 30, 2020 Special Council Meeting
5. Approval of the City of Edgerton Parks Master Plan
6. Consider Approval of 2021 Funding Recommendations for the Human Service Fund
7. Consider Approval of Agreement Renewing an Existing Facility Use and Maintenance Agreement for the Bank of Knowledge and Authorizing Its Use by the Board of Directors of the Johnson County Library as a Library Facility
8. Consider Final Plat for Johnson County Fire District #1

9. Approve Large Animal Permit for Toby Carpenter, 715 W 8th St.
10. Approve Large Animal Permit for Galez Trust (Sergio Galez, Trustee), 1300 W Braun St.
11. Consider Approval of Year-End Longevity Bonus for Employees
12. Approval Ordinance No. 2049 Providing for the Range of Salaries and Compensation of Various City Officers and Employees
13. Consider Cloud Agreement with Microsoft
14. Consider the Selection of Renaissance Infrastructure Consulting to Provide Construction Inspection Services for the 1st & Meriwood Stormwater Improvements Project

Councilmember Longanecker asked that with Christmas Eve being on a Thursday, if the staff was allowed a 3- or 4-day weekend. Ms. Beth Linn, City Administrator, stated that per the City of Edgerton Handbook, Christmas Day was the Holiday granted to employees. Mr. Longanecker stated he would like to see Christmas Eve granted as a paid holiday for the city employees.

Councilmember Longanecker motioned to approve the approval of Christmas Eve as a paid holiday off for the city employees. Motion seconded by Councilmember Smith. Motion approved, 4-0

Councilmember Longanecker motioned to approve the Consent Agenda, motion seconded by Councilmember Smith. The Consent Agenda was approved, 4-0.

Regular Agenda

15. Public Comments.

There were no public comments made at this time.

16. Declaration.

There were no declarations made by any of the Councilmembers.

17. Presentation. 2020-2021 Snow and Ice Control.

Mr. Merkh, Public Works Director, approached the council. He stated the initial operations for snow and ice control begin with a forecast update from Weather or Not. He stated part of the services received from Weather or Not is a 2 hour call out before precipitation falls. The city also uses visual inspections by in house staff. He stated the crews work 12-hour shifts, allowing 24/7 response from the start of the storm until the storm is cleared from various treatment methods, determined by the forecast.

Mr. Merkh stated there are multiple types of responses dependent on the forecast, proactive and reactive. Proactive is pretreatment based on the forecast and staff activation in advance of snowfall. Reactive treatment is staff activation based on the conditions.

Mr. Merkh stated that in the case of two or more inches of snow falling, the city declares a "snow event". He stated that the city enforces Chapter 13, Article 4, Section 406, of the City of Edgerton Municipal Code, that requires all vehicles parked on City streets to be moved within two hours of a snow event being declared. If there are vehicles that are not moved within the time allowed for the snow event, the vehicles are towed at the responsibility of the resident. He stated that residents are notified through direct alerts with NotifyJoCo.org, posts made to the City of Edgerton website—edgertonks.org, and the City of Edgerton social media pages.

Mr. Merkh stated that snow and ice are managed with the cities Fleet Vehicles, which included three 1-Ton Trucks, one F-250 and one single-axle dump truck. The city is expecting to add to the Fleet, a new Tandem axle dump truck and new 1-Ton truck. He stated that crews use two chemical treatments to manage snow and ice, salt and brine. The enhanced salt used to treat in snow conditions has deicer mixed in, which melts ice faster than other deicers. Brine (calcium chloride) is a liquid pre-treatment option. It slows down the freezing by creating a barrier between the pavement and icy precipitation. He stated the city stores the salt treatment in-house and currently buys the brine treatment from the City of Olathe amounting to 2 or 3 truckloads throughout the snow season.

Mr. Merkh stated the plowing procedures for the roadways within the city are priority based, dividing these priorities into three groups. Priority 1 routes are those that have major roadways with higher traffic counts. He stated that almost all roads in LPKC are listed as priority one routes and some of the main roads within the city are Nelson, Sunflower and 207th Streets. He stated that priority 2 and 3 routes are those that have less traffic, usually consisting of neighborhood streets. He stated that the city-cleared sidewalks and trails are cleared once priority routes have been cleared curb-to-curb. The city does not clear private driveways, parking lots and sidewalks. Those surfaces are the resident's responsibility to clear within 48 hours of a snow event ending. He stated that clearing the windrow, a section to the left of the resident's driveway, can help prevent snow pile-up at the end of the driveway by allowing plow drivers the ability to deposit snow in the empty space.

Mr. Merkh stated that the overall anticipated weather this year looks to be a light year.

Councilmember Longanecker asked if the city maintains any alleys within the city. Mr. Merkh stated that the number of alleys maintained is very small, he said maybe 4, but will need to look at the code to verify. Mayor Roberts stated that he only

knows of the alleys adjacent to public property being the ones maintained by the city, which Mr. Merkh confirmed.

Mayor Roberts asked how many members or subscribers the city had on file for the NotifyJoco system. Ms. Kara Banks, Marketing and Communication Manager, stated the number was around 800 and the info to sign up is included in all new resident packets.

Business Requiring Action

18. CONSIDER FACILITY USE AND MAINTENANCE AGREEMENT WITH EDGERTON HISTORIC SOCIETY FOR EDGERTON COMMUNITY MUSEUM

Ms. Beth Linn, City Administrator, addressed the council. She stated in 2013, the Edgerton Historic Society opened the Edgerton Community Museum at 406 East Nelson, adjacent to City Hall. In December 2013, and annually since, Edgerton City Council approved a Facility Use and Maintenance Agreement with the Historic Society for the use of the museum building.

Ms. Linn stated the agreement continues the arrangement for 2021. The agreement states that the Edgerton Historic Society would agree to pay the city a monthly Usage and Maintenance Fee. She stated that in years past, City Council has agreed to set this fee at \$1.00. For 2021, City Council may determine an appropriate amount and insert it into the agreement.

Ms. Linn stated the agreement was previously reviewed and approved by the City Attorney. Additionally, the updated agreement will be provided to the Edgerton Historic Society. She stated this draft agreement is valid for one year beginning January 1, 2021 through December 31, 2021. Either party may elect not to review the agreement with two months prior notice.

Charlie Troutner, Edgerton Historic Society committee member, stated the EHS committee members have been very happy with agreement and support the city has given for projects financed at the Museum. Councilmember Smith asked who paid for the annual amount owed for rent. Mayor stated the council passes the agreement and allocates the annual amount owed by the museum, but it is typically paid for by donation.

Councilmember Longanecker motioned to approve, motion seconded by Councilmember Conus. The Facility Use and Maintenance Agreement with Edgerton Historic Society was approved, 4-0.

19. **CONSIDER APPROVAL ORDINANCE NO. 2050 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL REVENUE BONDS (MY STORE III, INC PROJECT) FOR THE PURPOSE OF FINANCING A COMMERCIAL FACILITY**

Mr. Scott Anderson, Bond Council, addressed the council. He stated that My Store III, Inc. is acquiring, constructing, and equipping a truck stop, truck maintenance facility, truck wash and in-store and stand-alone restaurant space, located on approximately 12 acres of land east of Homestead Lane and north of Interstate 35, in Edgerton, Kansas. He stated My Store III, Inc. requested that the City finance the project with industrial revenue bonds to enable My Store III, Inc. to obtain a sales tax project exemption certification for the project. The City adopted Resolution No. 03-26-20B on March 26, 2020 evidencing its intent to issue bonds for the project.

Mr. Anderson stated the ordinance authorizes the City to issue up to \$10,000,000.00 of industrial revenue bonds (IRBs) for the project, commonly referred to as a "buy your own bonds bond issue." He stated My Store III will be both the lessee and the owner of the bonds on the project. He stated when the bonds are issued, My Store will lease the project site to the City as is required by state law in order to issue IRBs. The City will then sublease the project back to My Store. He stated My Store will be obligated to purchase the project at the conclusion of the Bond issue in a year.

Mr. Anderson stated the bonds will be limited obligations of the City, this means that the City has to make payments on the bonds to My Store as the owner of the bonds only to the extent the City receives payments from My Store pursuant to the lease. He stated if lease payments from My Store are insufficient to cover scheduled debt service on the bonds, the City is not obligated to make up any shortfall from any other funds of the city. He stated the bonds are not a general obligation of the city and do not count against the city's debt limit.

Mr. Anderson stated this ordinance allows the City to enter into the following documents; Trust Indenture, which contains the terms governing the Bonds and contains the form of Bonds; Base Lease Agreement, whereby the City leases the project site from My Store; Lease Agreement, whereby the City will lease the project to My Store for the term of the tax abatement; and Bond Purchase Agreement, whereby My Store agrees to acquire the Bonds.

Mr. Anderson stated the project is subject to a TIF and will not receive property tax abatement. He stated the bonds are being issued solely for the purpose of allowing My Store to utilize a sales tax project exemption certificate for the project.

Councilmember Lewis motioned to approve Ordinance No. 2050; motion seconded by Councilmember Longanecker. Ordinance was approved, 4-0.

20. APPROVE RESOLUTION 11-12-20A CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC VI, LLC PROJECT), SERIES 2017, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT

(See Item 21 Below for Details)

21. APPROVE RESOLUTION 11-12-20B CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC VIII, LLC PROJECT), SERIES 2016, AND AUTHORIZING A COLLATERAL ASSIGNMENT, ESTOPPEL AND SUBORDINATION AGREEMENT

Mr. Scott Anderson, Bond Council, addressed the council. He stated the city has issued industrial revenue bonds for the ELHC VI and VIII projects. He stated every time the city issues bonds, the ELHC entity leases the project to the City and the City then subleases the project back to the ELHC entity. This allows the City the necessary legal interest in the project which is required by Kansas statutes to issue bonds.

Mr. Anderson stated resolutions 11-12-2020A and 11-12-2020B approve the assignments of ELHC VI and ELHC VIII projects. He stated ELHC VI, LLC is assigning its interest in the property to IPVI Montrose LLC, a Delaware limited liability company and ELHC VIII, LLC is assigning its interest in the property to IPVIII 185 Street LLC, a Delaware limited liability company. He stated both assignees are joint venture entities between Northpoint Development and Ares, which is a global real estate investment fund. He stated NorthPoint will continue to manage the partnership entities.

Councilmember Longanecker motioned to approve Resolution 11-12-2020A, motion seconded by Councilmember Lewis. Resolution was approved, 4-0.

Councilmember Longanecker motioned to approve Resolution 11-12-2020B, motion seconded by Councilmember Lewis. Resolution was approved, 4-0.

22. CONSIDER A CONTRACT WITH ElevateEdgerton! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2021

James Oltman, President for ElevateEdgerton!, addressed the council. He stated that EE! was formed in early 2017 as a public-private entity dedicated to driving development to Edgerton. He stated in 2020 council approved the budget allocation for 2021 as part of the annual budget process. This allocation includes \$55,000.00 membership, \$10,000.00 special grant for Residential Development Housing Fund and \$10,000 for in-kind contribution of time from the Marketing/Communication Manager.

Mr. Oltman updated council on 2020 ElevateEdgerton!:

Mr. Oltman stated that COVID-19 and precautions related to the virus have had some effect on EE! with less travel and in-person events. He stated EE! has been able to adapt as well as possible, leveraging relationships with community partners and vendors. He stated that he has not seen a drop-off in activity and project leads, and although it has been a little more challenging for site visits, he stated there is still strong interest in Logistics Park Kansas City.

Mr. Oltman stated that EE! with the help of Marketing and Communications Manager Kara Banks worked to submit an ElevateEdgerton! Magazine to the Economic Development Council for recognition in April 2020. He stated EE! was awarded the silver medal in the newsletter and magazine category, with over 5,000 members world-wide, 500 submissions to the category, from 4 countries.

Mr. Oltman stated looking forward to 2021 and the funds requested, the only thing that changes from the previous year in 2020, is the anticipated priority. EE! wants to focus time and effort in what needs to be a priority for the coming year. Workforce is moved higher on the list for businesses that might be looking to move to LPKC and Edgerton, building programs and services we have available to positively effect the community and surrounding partners. He stated My Store III, once completed will set stage for more commercial development in that corridor. He stated that EE! is continuing to maintain and update inventory of properties well positioned for residential development, meet with potential housing developers, and has already started the process to contract a housing study for the City of Edgerton. He stated it is anticipated a report will be back by the end of the year to present to council after the first of the year on the housing study. He stated that EE! will continue its efforts on adding new strategic partnerships and representing Edgerton within the region.

Councilmember Longanecker motioned to approve the 2021 contract with ElevateEdgerton!; motion seconded by Councilmember Conus. The contract was approved, 4-0.

23. CONSIDER ADOPTION OF THE 2021-2025 CIP

Ms. Karen Kindle, Finance Director, addressed the council. She stated that council reviewed projects and funding recommendations from staff at the October 8, 2020 CIP Work Session. She stated that council provided direction to add additional funding to projects as recommended by staff, in addition, council requested a few projects be added to the unfunded projects list.

Ms. Kindle provided a schedule showing the projects that have been funded by the Governing Body in the past and now includes the updated amount for the projects to which additional funding was added based on consensus of the Governing Body at the work session. She also provided a schedule showing the projects added to the unfunded projects list.

Ms. Kindle stated that adoption of the CIP will establish the funding, budget and time frame for the projects listed on the Funded Projects Schedule. She stated as projects move through the stages of the project life cycle, staff will bring contracts, funding and cost changes, timing changes, etc., to council for approval.

Councilmember Lewis motioned to approve the Adoption of 2021-2025 CIP motion seconded by Councilmember Longanecker. The CIP Adoption was approved, 4-0.

24. CONSIDER APPROVAL OF ORDINANCE NO. 2051 AMENDING CHAPTER VIII, ARTICLE 9, OF THE CITY CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

Ms. Katy Crow, Development Service Director, addressed the council. She stated with assistance of the City Attorney, staff drafted an ordinance that includes changes requested by council during a work session held on October 22, 2020. She stated a new Fee Resolution will be brought to council next month with the updated fees to include fines requested. She stated that city staff has amended the procedure for public notice posting as allowed without a change to the Municipal Code.

Councilmember Lewis motioned to approve Ordinance No. 2051, motion seconded by Councilmember Smith. The Ordinance was approved, 4-0.

25. CONSIDER APPROVAL OF ORDINANCE NO. 2052 AMENDING CHAPTER XIV, ARTICLE 2 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS TO INCLUDE CODE SECTION 14-207 REGARDING THE PROHIBITION OF SPILLING LOADS ON HIGHWAYS AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

Ms. Beth Linn, City Administrator, addressed the council. She stated over time the City has struggled with spilling of various types of materials on the city streets including gravel, rock, dirt, debris, etc. She stated the spilling of these various types of loads can be a significant safety concern for motorists and can cause damage to the road surface and adjacent stormwater system. She stated previously the city has been advised against considering a specific "tarp ordinance" and after further research and discussions with Sheriff's Office and City Attorney, staff is recommending to City Council a "tarp ordinance" based on an existing ordinance from the City of Olathe.

Ms. Linn stated the ordinance would require any vehicle driven or moved on any street, highway, road or alley within the City to prevent any of its load from dropping, sifting, leaking, or otherwise escaping from the vehicle. It also prevents any vehicle driven or moved in the City from dropping mud, dirt, or debris onto the roadway from the tires of the vehicle. She stated the dropping of salt/sand for snow/ice control, or water, or other substances being placed for the cleaning or maintaining of the roadway is exempt.

Ms. Linn stated the ordinance requires any person operating a vehicle on any street, highway, road, alley or parking lot in the City whose load has potential to escape the vehicle, due to the nature of the load such as dirt, gravel, sand, etc., to have a securely fastened cover to prevent the load from becoming detached or in any manner hazardous to other users of the roadway.

Ms. Linn stated the ordinance provides the Governing Body the ability to require a bond, in the amount of \$500.00, from any person, firm or corporation engaged in the act of moving dirt and other substances upon the public roadways.

Mayor Roberts asked, will this only effect corporate city boundaries, as soon as vehicle crosses city limits, it can be enforced. Master Deputy Brad Johnson, Edgerton's Community Officer, stated that yes, mayor was correct. He stated that the Sheriff's Department enforces, if there are reports, the dept would write citations accordingly.

Councilmember Longanecker asked if this ordinance would include pickups, etc., throughout city limits. Dept. Johnson stated it would include all vehicles with loads that materials are not secured properly.

Councilmember Smith asked if homeowners carrying small amounts must have a tarp to comply with the law. Lee Hendricks, City Attorney, stated that the load would have to be covered and secured, and it would be up to the officer to write citation if it does not comply with the ordinance and the prevention of leaking, spilling, moving, etc.. on the roadways.

Councilmember Conus asked how this would apply to farmers and their equipment. Mayor Roberts stated same law would apply to them and they must maintain their equipment accordingly.

Councilmember Longanecker motioned to approve Ordinance No. 2052, motion seconded by Councilmember Smith. The Ordinance was approved, 4-0.

26. CONSIDER APPROVAL OF ORDINANCE NO. 2053 AMENDING CHAPTER XIV, ARTICLE 2 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS TO INCLUDE CODE SECTION 14-206 REGARDING LIMITATIONS ON VEHICLE HEIGHT, WEIGHT, LENGTH AND WIDTH ON HIGHWAYS

Ms. Beth Linn, City Administrator, addressed the council. She stated in 2014, Edgerton City Council passed Ordinance No. 978, adopting by reference the Kansas Administrative Regulations referencing the Federal Motor Carrier Safety Act (FMCSA). The primary mission of FMCSA is to reduce crashes, injuries and fatalities involving large trucks and buses. She stated that adopting the Kansas Administrative Regulations, rather than the FMCSA directly, prevents Edgerton from needing to stay up to date of any changes in the federal regulations. In addition, it would keep the City in line with regulations adopted by the State of Kansas for state highway routes.

Ms. Linn stated as part of service the Edgerton community, Edgerton's Community Officer, Deputy Johnson, has completed his certification and training to perform commercial vehicle inspections for compliance with the city regulations. Ms. Linn stated in review of the City's existing regulations, Deputy Johnson identified the need for the City to adopt a local ordinance referencing Kansas law for vehicle height, weight, length and width, and in particular, the City's fine schedule for these types of violations.

Ms. Linn stated adoption of this ordinance will allow Johnson County Sheriff's Office to write Edgerton citations for these types of violations within the city limits with fines that are remitted to the City of Edgerton municipal court.

Councilmember Lewis motioned to approve Ordinance No. 2053, motion seconded by Councilmember Longanecker. The Ordinance was approved, 4-0.

27. CONSIDER BLACKDOT LEASE PURCHASE TERM SHEET ON BEHALF OF AT&T COMMUNICATIONS FOR THE WIRELESS ANTENNAS MOUNTED ON THE EDGERTON MANOR WATER TOWER LOCATED AT 408 1ST STREET, EDGERTON, KANSAS

Ms. Katy Crow, Development Service Director, addressed the council. She stated in July 2000, the City of Edgerton entered into an agreement with AT&T for the installation of cell phone antennas on the Edgerton water tower located at 408 1st.

Street. She stated the initial lease term was for one year, with automatic renewals for five additional five-year terms with all the same conditions. Should AT&T choose to not renew the lease, they must notify the City in writing of their intention not to renew the agreement at least ninety days before the expiration of the existing term. She stated August 2020, marked the beginning of the first year of the final five-year term.

Ms. Crow stated the monthly lease amount began at a rental payment of \$1,000.00 plus \$75.00 for each antenna installed. Per the agreement, the monthly amount is increased annually by 3%. She stated the number of antennas allowed to be installed was capped at 12. In May 2019, the maximum capacity was reached, today the rental amount received monthly from this agreement is \$2,878.71.

Ms. Crow stated in November 2020, the City Attorney received a Lease Purchase Term Sheet from BlackDot on behalf of AT&T. The terms of this proposal are a lump sum payment of \$415,820.37, with a lease term of 99 years. She stated the calculations for this agreement with a lump sum amount equates to \$350.02 per month. She stated the funds from the AT&T agreement are deposited into the water fund.

Councilmember Conus motioned to reject the AT&T Lease Agreement, motion seconded by Councilmember Smith. Motion to reject the Lease Agreement was passed, 4-0.

28. Report By the City Administrator

The City Administrator had no report to give at this time.

29. Report By the Mayor

Mayor Roberts stated the County Commission met to discuss COVID-19. He stated MidAmerica Regional Council gave data stating the ICU beds available in the Kansas City Region are at 15% and 20% in the Johnson county due to the increase in COVID-19 cases.

Mayor Roberts stated he would like councils input as far as procedure for future meetings. He stated that the number of positive cases is greater now than what it has been so far to date in this area. He stated his recommendation is to return to virtual meetings, at least for December and reevaluate after. He stated with CDC rules and recommendations from a risk standpoint, the city will need to return to segregated workplace and change operations to a hybrid model environment.

Councilmembers agreed to return to virtual meetings until readdressed to continue in-person. Councilmember Conus asked what the need for staff would be and how

they would continue to operate as needed. City Administrator, Beth Linn, stated with this time of year, the greatest concern for the city is the maintenance of streets with snow and ice. She stated with CARES Funding, previously authorized by Council with the anticipation of returning to virtual and hybrid work model, the City has purchased equipment needed for councilmembers to return to virtual meetings. The City has also purchased the needed supplies for staff to work remotely and the cleaning supplies needed to maintain a healthy workplace.

30. Future Meeting Reminders:

- December 8th: Planning Commission Meeting – 7:00 PM
- December 10th: City Council Meeting – 7:00 PM
- January 12th: Planning Commission Meeting – 7:00 PM
- January 14th: City Council Meeting – 7:00 PM
- January 28th: City Council Meeting – 7:00 PM

31. Adjourn

Councilmember Smith motioned to adjourn; motion seconded by Councilmember Lewis. The motion carried and the meeting adjourned at 8:35 PM, 4-0.

City Council Action Item

Council Meeting Date: December 10, 2020

Department: Administration

Agenda Item: Consider Renewal of a Cereal Malt Beverage License Application for 2021

Background/Description of Item:

Application for the following business has met the necessary requirements for issuance of cereal malt beverage license and recommended for approval by staff. License fees are established in 3-109 of the Edgerton Code in the amount of \$35.00 for retail. A separate stamp fee of \$25.00 for the State of Kansas has been collected.

The application and recommendations are available for review in the City Clerk's Office.

License	Name	Address
#1	Jay Kay Inc.	101 East Morgan

Related Ordinance(s) or Statue(s): Ordinance 574

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Renewal of Cereal Malt Beverage License for Jay Kay Inc. at 101 East Morgan for 2021

Prepared by: Alexandria Clower, City Clerk

City Council Action Item

Council Meeting Date: December 10, 2020

Department: Administration

Agenda Item: Consider Letter of Understanding with Johnson County Human Services for 2021 Utility Assistance

Background/Description of Item:

Each year the City includes an amount in the budget for the Utility Assistance Program administered by Johnson County Human Services (JCHS). Funds sent to JCHS are put in an account for Edgerton residents who meet the utility assistance program eligibility criteria. Only Edgerton residents receive assistance from the funds the City sends to JCHS. Funds not used during the year rollover to the next year. Johnson County also augments City funds granted to an applicant. Johnson County will contribute \$200 per applicant for 2021.

City contributions for the last five years are listed below.

2016 \$3,000
2017 \$0
2018 \$0
2019 \$3,000
2020 \$2,000

The Adopted 2021 Budget includes \$2,000 for utility assistance.

A list of the utility assistance program eligibility criteria is attached.

Related Ordinance(s) or Statue(s): n/a

Funding Source: General Fund – Administration – Community Assistance Programs

Budget Allocated: \$2,000

x *Karen E. Kindle*

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the 2021 Letter of Understanding with Johnson County Human Services for Utility Assistance and Approve the City Contribution Amount of \$2,000

Enclosed:

2021 Letter of Understanding with Johnson County Human Services
Utility Assistance Master Guidelines & Procedures

Prepared by:

Karen Kindle, Finance Director

Letter of Understanding
JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM
2021 Program Year

This Letter of Understanding is entered into by and between Johnson County Aging & Human Services ("Aging & Human Services") and the **City of Edgerton** ("City") for administration of the **Utility Assistance Program**.

The parties do mutually agree as follows:

ELIGIBILITY

Aging & Human Services will determine eligibility using the following factors:

1. Verify that the applicant is a resident of the City and that the name of the applicant, spouse, or another adult age 18 or older living in the household is on the utility bill.
2. Verify that the applicant's household for the past 30 days has a gross income at or below 200% of the Poverty Guidelines as published in the Federal Register. Exceptions will be considered on a case-by-case basis if extraordinary circumstances warrant it. (For income sources and allowable documentation, refer to attached "Utility Assistance – Master Guidelines & Procedures.")
3. Verify that the utility account is past due, has a disconnect notice, or is already disconnected from service.
4. Verify with the utility that the client has made a self-payment on the utility bill within the previous three months.

BENEFITS & SERVICES PROVIDED

In providing utility assistance benefits to eligible City applicants, Aging & Human Services will:

1. Determine the amount of payment to be made to the utility, based on the amount of arrearage or the maximum benefit, whichever is lower.
2. Augment city funds with up to \$200 per calendar year.
3. Process payments to the utility vendors through the County's voucher system.
4. Provide energy conservation materials and referrals for other services to utility assistance clients.
5. Provide quarterly reports to the City on the number of households served and funds expended.

CONSIDERATION

In consideration of the above provisions, the City will contribute \$ 2,000.00 for the services listed in this Letter of Understanding for calendar year of 2021. At the end of the program year, any unobligated funds will automatically be transferred to the next program year or, upon request, returned to the city.

SPECIAL PROVISIONS

1. Any exceptions to the above procedures will be discussed and mutually agreed upon by a designated representative of the City and Aging & Human Services.
2. The benefit amount to City residents will be reduced when either City or County funds have been exhausted.
3. This letter of understanding may be terminated by either party upon thirty days written notice.

Executed in duplicate and on the date listed below:

City of Edgerton, Kansas
Municipality

Name

Donald Roberts, Mayor
Title

Date December 10, 2020

Johnson County Aging & Human Services



Deborah Collins, Director

Date November 17, 2020

Johnson County Utility Assistance Program

Utility Assistance – Master Guidelines & Procedures

Reviewed Nov. 2020 – Effective January 2020 - County Funding up to \$200 per calendar year

Purpose: The purpose of the Johnson County Utility Assistance Program is to assist low-income Johnson County households in paying their energy bills.

Rationale: The need for utility assistance is not simply a function of high energy bills, but of the relationship between energy bills and incomes. Low-income households are called upon to devote unreasonable portions of their incomes to shelter. Emergency utility assistance should be available to help low-income households pay a portion of their energy bills when they have experienced a change in income, family disruption, or an excessively high utility bill.

ELIGIBILITY

Income

Eligibility	Total household gross monthly income for one full month is not to exceed 200% of the Federal Poverty Guidelines. (Guidelines are below.) Exception: For Dollar Aide and Dollar Aide Credits through Kansas City Power and Light, the total household gross monthly income for one full month is not to exceed 150% of the Federal Poverty Guidelines.
Income	Income must include all sources from all household members age 18 and older for the past 30 days. Exception of those 18 yrs and still in high school??
Income sources	"Income" includes these sources: Social Security, SSI, TAF, unemployment, child support, salary and wages, retirement income, pension, loans, gifts, school loans, grants, and tax refunds.
Documentation needed to verify household income	Appropriate documentation includes copies of paycheck stubs dated within last 30 days, current year eligibility letters, payment center records, letters from employers on business letterhead verifying income, bank statements dated within last 30 days, ledgers, and tax forms (regarding tax refund). Whenever possible, the intake worker will obtain third-party verification of income for all adult household members and attach the verification to the emergency assistance intake.
No proof of income	If a client has no proof of income for the past 30 days, a "No Proof of Income" form will be completed and signed.
No income	If there has been no household income in the past 30 days, a "No Income" waiver will be completed and signed. The intake worker will include explanation of lack of income.
Child support but no proof	If a client receives child support but does not have proof, a "Child Support – No Proof of Income" form will be completed and signed.
Signature	By signing the UA Program income forms, clients are indicating that they have reported accurate income information.
No exceptions	No exceptions are made to the income guidelines. If an extraordinary circumstance exists, the intake worker will try to find alternative sources of financial assistance. Sources may include CFSS emergency assistance funds, churches, the Salvation Army, and Catholic Community Services.

Utility Account

Account status	The utility account must be past due, have a disconnect notice, or be disconnected from service. The utility bill past-due amount must be equal to or greater than the UA payment.
Early payment	Payment of a bill before it is past due (no more than 10 business days ahead) is allowed <i>if the client is in jeopardy of being removed from a payment plan. Intake worker will make record of this in case note.</i>
Account billing information	The utility account must be in the name of an adult resident of the household (age 18 or older). The utility billing name must match the name of the person applying for the assistance. If another adult in the household attends the UA meeting on behalf of the person on the bill, the residence of the person attending must be confirmed. <i>Utility accounts in children's names or in the names of persons other than adults residing in the household are not eligible for assistance.</i>
Account transfer	Outstanding utility bills transferred from another residence are not eligible for assistance.
Self-payment	Regular payments to utility providers show a good-faith effort to pay for energy used. Therefore, the UA applicant must have made at least one payment to the utility provider in the previous three months. The intake worker must receive a receipt of payment from the client or from the utility company before pledging UA funds. Exceptions to this may be made to qualify a household for the Low Income Energy Assistance Program (LIEAP), to avoid a disconnection, or if extraordinary circumstances prevent regular payments. The exception will be documented as part of the intake.

2020 Federal Poverty Guidelines	
# of Persons in Household	Monthly Income Poverty Guideline
	200%
1	\$2,127
2	\$2,873
3	\$3,620
4	\$4,367
5	\$5,113
6	\$5,860
7	\$6,607
8	\$7,353
For households with more than 8 persons, add \$373 for each additional person	

Utility Assistance Zip Codes

<i>North West</i>	<i>Gardner-Edgerton</i>	<i>Blue Valley</i>	<i>Spring Hill</i>	<i>North Central</i>	<i>Olathe</i>	<i>North East</i>
66018	66021	66209	66083	66203 (Shawnee)	66061	66202
66019	66030	66210 (Overland Park)		66204 (Except Merriam)	66062	66203 (Merriam/OP)
66025	66031	66211		66210 (Lenexa)	66220 (Olathe)	66204 (Merriam)
66216		66213		66212		66205
66217		66221		66214		66206
66218		66223		66215		66207
66219		66224		66220 (Lenexa)		66208
66226		66085				
66227		66013				

<i>City</i>	<i>Allocation / Household</i>	<i>City</i>	<i>Allocation / Household</i>
De Soto	\$150	Olathe	150
Edgerton	\$150	Overland Park	150
Fairway	\$150	Prairie Village	150
Gardner	\$150	Roeland Park	\$450
Leawood	150	Shawnee	150
Lenexa	150	Spring Hill	150
Merriam	150	Westwood	150
Mission	150	Jo Co Wastewater	\$500
		Water District #7	\$
		Atmos Sharing the Warmth	\$500
		Dollar Aide	\$500
		WaterOne	\$500

Residency

Each household considered for eligibility must be located within the boundaries of Johnson County, Kansas. Exception: City of Spring Hill residents in Miami County only eligible for available City of Spring Hill UA funds. Miami County residents **not** eligible for Johnson County UA funds.

Frequency

Each household eligible to receive Johnson County Utility Assistance funds is allowed assistance up to the city's maximum allocation per calendar year, as fund are available.

APPLICANT RESPONSIBILITIES

Proof of income	Applicants must provide proof of all household income for all household members age 18 or older, or complete a "No Income" waiver. High school student income is not counted.
Valid Social Security number	Applicants must show proof of a valid Social Security number. This is usually available on employment check stubs or a Social Security card. Undocumented residents must show another valid form of identification (ID card from their country, student ID card, visa, etc.)
Most recent utility bill or disconnect notice	Applicants must provide their most recent utility bill or a notice of disconnection. These documents will confirm residency, ownership of account, and past-due amount. Account information retrieval from the utility website is acceptable.
Payment of difference in amount due before assistance	The Johnson County Utility Assistance Program pays the <i>final</i> portion of the past-due bill. Therefore, if the Utility Assistance Program benefit amount does not cover the entire past-due amount, the applicant is responsible for paying the difference <i>before</i> receiving assistance. Example: If an applicant is past due \$400, it is their responsibility to pay \$50 toward the bill before the UA program will pay the benefit amount of \$350
Correct information submitted	If incorrect information is intentionally used to apply for utility assistance, the household will not be eligible for assistance.

FUNDING

Funding for the Johnson County Utility Assistance Program comes from county and city allocations.

[A] **The cities** enter a contractual arrangement with the county to provide utility assistance to their residents. Each city sends the program an agreed-upon amount each year (spelled out in a letter of understanding), and the program uses that money to assist residents of the designated city. Funds are *never* taken from one city to help residents of another city.

[B] **The county** allocates funds to the program. This money is used in conjunction with city funds, and the county allocation is a maximum of \$200 per household per year. Example: A client receives \$350 in assistance—\$150 coming from the city and \$200 coming from the county.

[C] **Johnson County Wastewater** allocates funds to the program for payment of Wastewater bills, and the allocation is a maximum of \$500 per household per year. This money

Commented [HJH1]: Update JoCo allocation amount to \$200 per HH for 2020.
JHoggatt 11.20.19

is not tied to use of city or county funds **Note: For accounts that are in collection, the intake worker should contact Wastewater staff regarding negotiating terms of payment.**

[D] **Dollar Aide and Dollar Aide Credits** are available for customers of Evergy.

[E] **Water District #7** allocates funds to the program for payment of Water District #7 water bills.

[F] **Atmos Energy Sharing the Warmth** funds are available to customers of Atmos Energy (contingent upon grant extension).

[G] **WaterOne** allocates funds to the program for WaterOne bills, with a \$500 maximum per household per year.

Commented [HJH2]: Removed "fund must be augmented " per 2020 LOU change 11.20.19 JHoggatt

◆ **DOLLAR AIDE/Dollar Aide Credits**

Dollar Aide and Dollar Aide Credits are available for customers of EVERGY **only**. All "Utility Assistance – Master Guidelines & Procedures" apply, with the following exceptions/additions:

- Eligibility is based on-total household gross monthly income for one full month and is not to exceed 200% of the Federal Poverty Guidelines.
- In MAACLink: the "Client Account Number" field must match the vendor being paid.
- If payment is made to another vendor, the KCP&L account number must be verified.
- A maximum of \$500 in assistance is available from each fund within a calendar year.
- Assistance requested must be greater than \$25.
- The date on the utility bill must be within 30 days of the date the application intake date. (If older, the utility company can be contacted for a revised copy of the bill with a more current date.)
- Client cannot receive assistance from the fund from two different agencies in the same year.
- Client can receive assistance twice in one year from each fund.
- The amount of the assistance is equal to or less than the amount of the bill.
- No agency personnel may receive MAAC-managed funds from the agency by which they are employed.
- **Dollar Aide Assistance** must be for heat, electric, or water.
- **Dollar Aide Credits can *only* be used to pay a Evergy-Metro.**

Sharing the Warmth –Atmos Share the Warmth Funds are available for natural gas bills.

- Funds may only be used to pay Atmos Energy natural gas bills.
- Funds may be used for customary monthly charges, past-due amounts, late fees, deposits, and service charges.
- Beneficiaries of Share the Warmth funding must be the named person or full-time resident on the gas account for which assistance is being requested.
- Managers may request to increase \$500 Allocation/HH by submitting a Client Exception form to supervisor.
- Clients can only use these funds 3 times in a calendar year, not to exceed \$500.

KC Project Warmth – for Rent only

Funds are replenished 4 times a year, January, March, June, and September

- Maximum of \$400 per calendar year from the time a person uses funds. Check other agencies as those will count.

Warmth & Light – for utilities only

Funds are replenished 4 times a year, January, March, June, and September

- Maximum of \$400 per calendar year from the time a person uses funds. Check other agencies as those will count.

COR Funds – UA and Rent

- \$50 for UA OR \$100 for rent within the calendar year
- Can use the UA funds more than once in the year with maximum being \$50
- Use is either UA or rent, but not both in the year

NOTE ON FUNDING AVAILABILITY

It is possible that funds will be depleted in a given calendar year.

- If **city** funds are depleted, Human Services will request supplemental funding from the city.
- If **county** funds are depleted, Human Services may request supplemental funding from the county.
- If **Wastewater** or **Water District #7** funds are depleted, Human Services will request supplemental funding from the agency.
- If **Atmos Sharing the Warmth** or **Dollar Aide** funding is depleted, the benefit amount will be reduced or will be unavailable.
- In any case, if supplemental funding is not available, the benefit amount will be reduced or will be unavailable.

APPLICATION PROCESS SUMMARY

1. The potential client contacts the Utility Assistance phone line (913-715-6653) to ask for assistance. The client's information is forwarded to the appropriate Outreach office.
2. If it appears that the client qualifies, an appointment is made to complete paperwork.
3. The MAAC intake form is completed.
4. The intake worker is responsible to verify that the client has not received Johnson County Utility Assistance in the current calendar year by checking MAACLink.
5. Once eligibility is established, a pledge may be made to the utility company.
6. The completed MAACLink form, copies of the bill or disconnect notice, proof of self-payment, and income verification are then forwarded to the Accounting Assistant for processing. From initial intake to payment to the utility company may take up to six weeks.
7. The intake worker will provide energy education and conservation materials to the client.

NOTE: Due to the Covid-19 Pandemic, virtual appointments will occur until further notice regarding safety measures of the pandemic. Appointments will be done by phone/email, however, we will accept required client documentation in person if that is the only option. We will not require electronic submission of social security cards during the pandemic for utility assistance.

City Council Action Item

Council Meeting Date: December 10, 2020

Department: Public Works

Agenda Item: Consider Ordinance No. 2054 Amending Chapter XIV, Article 2 Of The Municipal Code Of The City Of Edgerton, Kansas To Replace Code Section 14-203 And Repeal All Other Ordinances Or Parts Of Ordinances In Conflict Therewith

Background/Description of Item:

In 2019, the City of Edgerton updated the City Code to accurately reflect the truck routes within the City. Additionally, when Logistics Park Kansas City (LPKC) opened in October 2013, the City of Edgerton City Council approved several routes adjacent to LPKC as an Overweight Corridor to allow LPKC businesses the ability to fully utilize the additional weight allowed by BNSF Railway over what normally allowed on roadways.

In January 2020, City Council passed Ordinance No. 2031 to formalize the differentiation between a standard truck route and the Overweight Corridor as previously designated by City Council. A standard truck route allows a gross vehicle weight of up to 80,000 pounds, the same weight as allowed on the federal interstate system. The Overweight Corridor routes allow a gross vehicle weight of up to 96,000 pounds. These routes are only in LPKC, north of Interstate 35.

Recently, our Edgerton Community Officer, Deputy Johnson brought to Staff's attention a couple of recommended minor edits to this ordinance to clarify the language related to vehicle weight to ensure enforcement capabilities. In addition, he noted that two truck routes surrounding Dee's Mini Mart had been accidentally left off the list when the ordinance had been updated.

Staff would recommend approval of these minor edits to assist with enforcement and fix the error that left off the routes around Mini Mart.

Related Ordinance(s) or Statue(s):

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Ordinance No. 2054 Amending Chapter XIV, Article 2 Of The Municipal Code Of The City Of Edgerton, Kansas To Replace Code Section 14-203 And Repeal All Other Ordinances Or Parts Of Ordinances In Conflict Therewith

Enclosed: Redline Ordinance No. 2054
Clean Ordinance No. 2054

Prepared by: Beth Linn, City Administrator

AN ORDINANCE AMENDING CHAPTER XIV, ARTICLE 2 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS TO REPLACE CODE SECTION 14-203 AND REPEAL ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

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

SECTION 1. Chapter XIV, Article 2, Section 14-203 of the City Code of the City of Edgerton, Kansas, which is titled "MISCELLANEOUS TRUCK RESTRICTIONS", is hereby amended to read as follows:

14-203. MISCELLANEOUS TRUCK RESTRICTIONS.

(a) For the purposes of this Section, the following terms, phrases, words and their derivations shall have the following meanings:

- (1) Truck Tractor: Every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.
- (2) Trailer: Every vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that some part of its weight and that of its load rests upon the towing vehicle.
- (3) Semitrailer: Every vehicle, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.
- (4) Vehicle: Every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway, except devices moved by human power or used exclusively upon stationary rails or tracts.

(b). **Heavy Trucks Prohibited.** It shall be unlawful for any person, firm or corporation to operate any truck, truck tractor, semitrailer, other commercial vehicle, or any combination of vehicles with a gross ~~vehicle-weight rating (GVWR) or gross combination-weight rating (GCWR)~~ of 24,000 pounds or more upon any street within the City of Edgerton, Kansas except on a designated Truck Route as described in Subsection (c) Truck Routes below.

These provisions shall not be applicable to the following:

- (1) police, fire or ambulance vehicles;
- (2) city, county or franchised utility maintenance vehicles while engaged in repair, maintenance or construction activities;
- (3) garbage collection vehicles while engaged in collection activities from premises adjacent to the restricted streets;

- (4) U.S. Postal delivery vehicles;
- (5) school buses and school district vehicles;
- (6) City or County owned or sponsored public transportation vehicles while engaged in public transportation activities;
- (7) moving vans while engaged in moving activities at premises on the restricted streets;
- (8) vehicles involved in delivery or other service activities to premises on restricted streets so long as such moving, delivery, and/or service vehicles take the most direct route when entering or leaving the premises;
- (9) the owner/agent of any truck tractor shall be permitted to enter upon street not designated as truck route at the cross street nearest to the house or premises in the direction in which the vehicles are moving for the purpose of parking the truck tractor on private property at the residence of the owner/agent. Nothing in this section shall allow the maintenance of a nuisance or the disturbance of peace of any resident of the Edgerton City area.

(c) **Truck Routes.** The following streets are designated and assigned as Truck Routes in the City of Edgerton:

- [1st Street: 56 Highway to McCarty Street](#)
 - East 2nd Street: 56 Highway to Braun (207th Street)
 - East 4th Street: Nelson Street to 56 Highway
 - West 8th Street (Edgerton Road): Braun (207th Street) to 56 Highway
- [McCarty Street: 1st Street to 2nd Street](#)
 - Nelson Street: from Sunflower Road to 4th Street
 - Sunflower Road: I-35 to Nelson Street
 - Braun (207th Street): Sunflower Road to 8th Street (Edgerton Road)
 - 181st Street: Waverly Road west to termination
 - 183rd Street: Montrose Street east to Edgerton City Limits
 - 185th Street: Waverly Road to Montrose Street
 - 187th Street: Kill Creek Road to Waverly Road
 - 191st Street: Four Corners Road east to Edgerton City Limits
 - 193rd Street: Essex Street to Homestead Lane
 - 196th Street: Montrose Street west to Edgerton City Limits
 - 207th Street: Homestead Lane east to Edgerton City Limits
 - Homestead Lane: 191st Street to 207th Street
 - Kill Creek Road: 191st Street to 187th Street
 - Waverly Road: 196th Street to 181st Street
 - Montrose Street: 183rd Street to 196th Street
 - Essex Street: 191st Street to termination south of 193rd Street

(d) **Weight Restrictions on Truck Routes.** It shall be unlawful for any person, firm or corporation to operate any truck, truck tractor, semitrailer, other commercial vehicle, or any combination of vehicles with a gross ~~vehicle-weight rating (GVWR) or gross combination weight rating (GCWR)~~ of 80,001 pounds or more upon any Truck Route within the City of Edgerton,

Kansas except as permitted on an Overweight Corridor Route as described in Subsection (e) Overweight Corridor Routes below.

These provisions shall not be applicable to the following:

- (1) the owner of livestock or producer of farm products transporting livestock of such owner or farm products of such producer to market in a motor vehicle of such owner or producer, or the motor vehicle of a neighbor on the basis of barter or exchange for service or employment, or to such owner or producer transporting supplies for the use of such owner or producer, or in the motor vehicle of a neighbor on the basis of barter or exchange for service or employment;
- (2) persons operating motor vehicles which have an ad valorem tax situs in and are registered in the State of Kansas, and used only to transport grain from the producer to an elevator or other place for storage or sale for a distance of not to exceed 50 miles;
- (3) motor vehicles used to transport water for domestic purposes or livestock consumption;
- (4) the operation of vehicles used for servicing, repairing or transporting of implements of husbandry, as defined in K.S.A. 8-1427, and amendments thereto, by a person actively engaged in the business of buying, selling or exchanging implements of husbandry, if such operation is within 100 miles of such person's established place of business in this state.

(e) **Overweight Corridor Routes.** The following streets are designated and assigned as Overweight Corridor Routes in the City of Edgerton:

- 181st Street: Waverly Road west to termination
- 183rd Street: Montrose Street east to Edgerton City Limits
- 185th Street: Waverly Road to Montrose Street
- 187th Street: Kill Creek Road to Waverly Road
- 191st Street: Four Corners Road east to Edgerton City Limits
- 193rd Street: Essex Street to Homestead Lane
- 196th Street: Montrose Street west to Edgerton City Limits
- Essex Street: 191st Street to termination south of 193rd Street
- Homestead Lane: 191st Street to Interstate 35
- Kill Creek Road: 191st Street to 187th Street
- Waverly Road: 196th Street to 181st Street
- Montrose Street: 183rd Street to 196th Street

(f) **Weight Restrictions on Overweight Corridor Routes.** It shall be unlawful for any person, firm or corporation to operate any truck, other commercial vehicle, or any combination of vehicles with a gross ~~vehicle weight rating (GVWR) or gross combination weight rating (GCWR)~~ of 96,001 pounds or more upon any Overweight Corridor Route within the City of Edgerton, Kansas.

(g) **Parking of a Truck Tractor.** The owner/agent of any truck tractor shall be permitted to enter upon a street not designated as a truck route at the cross street nearest to the house or premises in the direction in which the vehicles are moving for the purpose of parking the truck

tractor on private property at the residence of the owner/agent. Nothing in this section shall allow the maintenance of a nuisance or the disturbance of the peace of any resident of the area.

(h) **Hazardous Materials.** It shall be unlawful for any motor vehicle used solely for the transportation of explosives, flammable liquids or liquefied petroleum gases, which for such purpose if provided with a tank or tanks mounted on the frame or chassis of such vehicle or any vehicle without its own motive power but drawn by a motor vehicle, used for this same purpose to be parked or permitted to stand in any area of the city designated as a residential area, longer than is necessary to make a lawful delivery. Fertilizer and ammonia trucks and hazardous gasses of any kind are included.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 10th day of December, 2020.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

ORDINANCE NO. 2054

AN ORDINANCE AMENDING CHAPTER XIV, ARTICLE 2 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS TO REPLACE CODE SECTION 14-203 AND REPEAL ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH

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

SECTION 1. Chapter XIV, Article 2, Section 14-203 of the City Code of the City of Edgerton, Kansas, which is titled "MISCELLANEOUS TRUCK RESTRICTIONS", is hereby amended to read as follows:

14-203. MISCELLANEOUS TRUCK RESTRICTIONS.

(a) For the purposes of this Section, the following terms, phrases, words and their derivations shall have the following meanings:

- (1) Truck Tractor: Every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.
- (2) Trailer: Every vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that some part of its weight and that of its load rests upon the towing vehicle.
- (3) Semitrailer: Every vehicle, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.
- (4) Vehicle: Every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway, except devices moved by human power or used exclusively upon stationary rails or tracts.

(b). **Heavy Trucks Prohibited.** It shall be unlawful for any person, firm or corporation to operate any truck, truck tractor, semitrailer, other commercial vehicle, or any combination of vehicles with a gross weight of 24,000 pounds or more upon any street within the City of Edgerton, Kansas except on a designated Truck Route as described in Subsection (c) Truck Routes below.

These provisions shall not be applicable to the following:

- (1) police, fire or ambulance vehicles;
- (2) city, county or franchised utility maintenance vehicles while engaged in repair, maintenance or construction activities;
- (3) garbage collection vehicles while engaged in collection activities from premises adjacent to the restricted streets;

- (4) U.S. Postal delivery vehicles;
- (5) school buses and school district vehicles;
- (6) City or County owned or sponsored public transportation vehicles while engaged in public transportation activities;
- (7) moving vans while engaged in moving activities at premises on the restricted streets;
- (8) vehicles involved in delivery or other service activities to premises on restricted streets so long as such moving, delivery, and/or service vehicles take the most direct route when entering or leaving the premises;
- (9) the owner/agent of any truck tractor shall be permitted to enter upon street not designated as truck route at the cross street nearest to the house or premises in the direction in which the vehicles are moving for the purpose of parking the truck tractor on private property at the residence of the owner/agent. Nothing in this section shall allow the maintenance of a nuisance or the disturbance of peace of any resident of the Edgerton City area.

(c) **Truck Routes.** The following streets are designated and assigned as Truck Routes in the City of Edgerton:

- 1st Street: 56 Highway to McCarty Street
- East 2nd Street: 56 Highway to Braun (207th Street)
- East 4th Street: Nelson Street to 56 Highway
- West 8th Street (Edgerton Road): Braun (207th Street) to 56 Highway
- McCarty Street: 1st Street to 2nd Street
- Nelson Street: from Sunflower Road to 4th Street
- Sunflower Road: I-35 to Nelson Street
- Braun (207th Street): Sunflower Road to 8th Street (Edgerton Road)
- 181st Street: Waverly Road west to termination
- 183rd Street: Montrose Street east to Edgerton City Limits
- 185th Street: Waverly Road to Montrose Street
- 187th Street: Kill Creek Road to Waverly Road
- 191st Street: Four Corners Road east to Edgerton City Limits
- 193rd Street: Essex Street to Homestead Lane
- 196th Street: Montrose Street west to Edgerton City Limits
- 207th Street: Homestead Lane east to Edgerton City Limits
- Homestead Lane: 191st Street to 207th Street
- Kill Creek Road: 191st Street to 187th Street
- Waverly Road: 196th Street to 181st Street
- Montrose Street: 183rd Street to 196th Street
- Essex Street: 191st Street to termination south of 193rd Street

(d) **Weight Restrictions on Truck Routes.** It shall be unlawful for any person, firm or corporation to operate any truck, truck tractor, semitrailer, other commercial vehicle, or any combination of vehicles with a gross weight of 80,001 pounds or more upon any Truck Route within the City of Edgerton, Kansas except as permitted on an Overweight Corridor Route as described in Subsection (e) Overweight Corridor Routes below.

These provisions shall not be applicable to the following:

- (1) the owner of livestock or producer of farm products transporting livestock of such owner or farm products of such producer to market in a motor vehicle of such owner or producer, or the motor vehicle of a neighbor on the basis of barter or exchange for service or employment, or to such owner or producer transporting supplies for the use of such owner or producer, or in the motor vehicle of a neighbor on the basis of barter or exchange for service or employment;
- (2) persons operating motor vehicles which have an ad valorem tax situs in and are registered in the State of Kansas, and used only to transport grain from the producer to an elevator or other place for storage or sale for a distance of not to exceed 50 miles;
- (3) motor vehicles used to transport water for domestic purposes or livestock consumption;
- (4) the operation of vehicles used for servicing, repairing or transporting of implements of husbandry, as defined in K.S.A. 8-1427, and amendments thereto, by a person actively engaged in the business of buying, selling or exchanging implements of husbandry, if such operation is within 100 miles of such person's established place of business in this state.

(e) **Overweight Corridor Routes.** The following streets are designated and assigned as Overweight Corridor Routes in the City of Edgerton:

- 181st Street: Waverly Road west to termination
- 183rd Street: Montrose Street east to Edgerton City Limits
- 185th Street: Waverly Road to Montrose Street
- 187th Street: Kill Creek Road to Waverly Road
- 191st Street: Four Corners Road east to Edgerton City Limits
- 193rd Street: Essex Street to Homestead Lane
- 196th Street: Montrose Street west to Edgerton City Limits
- Essex Street: 191st Street to termination south of 193rd Street
- Homestead Lane: 191st Street to Interstate 35
- Kill Creek Road: 191st Street to 187th Street
- Waverly Road: 196th Street to 181st Street
- Montrose Street: 183rd Street to 196th Street

(f) **Weight Restrictions on Overweight Corridor Routes.** It shall be unlawful for any person, firm or corporation to operate any truck, other commercial vehicle, or any combination of vehicles with a gross weight of 96,001 pounds or more upon any Overweight Corridor Route within the City of Edgerton, Kansas.

(g) **Parking of a Truck Tractor.** The owner/agent of any truck tractor shall be permitted to enter upon a street not designated as a truck route at the cross street nearest to the house or premises in the direction in which the vehicles are moving for the purpose of parking the truck tractor on private property at the residence of the owner/agent. Nothing in this section shall allow the maintenance of a nuisance or the disturbance of the peace of any resident of the area.

(h) **Hazardous Materials.** It shall be unlawful for any motor vehicle used solely for the transportation of explosives, flammable liquids or liquefied petroleum gases, which for such purpose if provided with a tank or tanks mounted on the frame or chassis of such vehicle or any vehicle without its own motive power but drawn by a motor vehicle, used for this same purpose to be parked or permitted to stand in any area of the city designated as a residential area, longer than is necessary to make a lawful delivery. Fertilizer and ammonia trucks and hazardous gasses of any kind are included.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 10th day of December 2020.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

City Council Action Item

Council Meeting Date: December 10, 2020

Department: Community Development

Agenda Item: Consider Ordinance No. 2055 Amending Chapter VIII, Article 3, Section 8-309 Of The City Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith.

Background/Description of Item:

During a recent review of the City of Edgerton Municipal Code, it was noted that Chapter VIII, Article 3, *Environmental Code* was missing the 'SAME;CONTENTS' paragraph which outlines the length of time allowed to abate the condition, the option to request a hearing, and the penalty provided for not abating or asking for a hearing. This information was included in Articles 2 and 4 but was inadvertently left out of Article 3. All three of these Edgerton Municipal Code Articles are utilized by Code Enforcement when citing junk, trash and debris violations. Updating Article 3 aligns its content with Articles 2 and 4 and maintains consistency in the Code.

The City Attorney has prepared the attached Ordinance 2055 for the Governing Body's consideration.

Related Ordinance(s) or Statue(s): City of Edgerton Ordinances 932 (2012); Ord. 796, 2005; Code 1995.

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approval Of Ordinance No. 2055 Amending Chapter VIII, Article 3, Section 8-309 Of The City Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith.

Enclosed:

Ordinance 2XXX – redline
Ordinance 2055 – clean

Prepared by:

Katy Crow, Development Services Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER VIII, ARTICLE 3, SECTION 8-309 OF THE CITY CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

SECTION 1. Chapter VIII, Article 3, Section 8-309 of the City Code of the City of Edgerton, Kansas, is hereby amended to read as follows:

8-309. ORDER OF VIOLATION. (a) The governing body or its designee, as hereinafter named, shall serve upon the owner, any agent of the owner of the property or any other person, corporation, partnership or association found by the public officer to be in violation of Section 8-308 an order stating the violation. The order shall be served on the owner or agent of such property by certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, then by mailing the order by certified mail, return receipt requested, to the last known address of the owner.

(b) SAME; CONTENTS. The order shall state the condition(s) which is (are) in violation of Section 8-308. The notice shall also inform the person, corporation, partnership or association that:

- i. He, she or they shall have 10 days from the date of serving the order to abate the condition(s) in violation of Section 8-308; or
- ii. He, she or they, have 10 days from the date of serving the notice to request a hearing before the governing body of the matter as provided by Section 8-312;
- iii. Failure to abate the condition(s) or to request a hearing within the time allowed may result in prosecution as provided by Section 8-310 and/or abatement of the condition(s) by the city as provided by Section 8-311.

(c) If the owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first-class mail.

(d) The City Code Enforcement Officer is hereby designated by the governing body for the purposes of issuing the order required herein. Such order shall be issued by the City Code Enforcement Officer upon the filing of a written statement of a violation of this Article. The order shall be issued in the name of the governing body; shall be served as required in this Article; and, shall contain all notices and other information as required by this Article; and, shall contain all notices and

other information as required by the Article and K.S.A. 1617e, and amendments thereto. (Ord XXXX, 2020; Ord. 932, 2012; Ord. 796, 2005; Code 1995)

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 10th day of December, 2020.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

ORDINANCE NO. 2055

AN ORDINANCE AMENDING CHAPTER VIII, ARTICLE 3, SECTION 8-309 OF THE CITY CODE OF THE CITY OF EDGERTON, KANSAS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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

SECTION 1. Chapter VIII, Article 3, Section 8-309 of the City Code of the City of Edgerton, Kansas, is hereby amended to read as follows:

- 8-309. ORDER OF VIOLATION. (a) The governing body or its designee, as hereinafter named, shall serve upon the owner, any agent of the owner of the property or any other person, corporation, partnership or association found by the public officer to be in violation of Section 8-308 an order stating the violation. The order shall be served on the owner or agent of such property by certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, then by mailing the order by certified mail, return receipt requested, to the last known address of the owner.
- (b) SAME; CONTENTS. The order shall state the condition(s) which is (are) in violation of Section 8-308. The notice shall also inform the person, corporation, partnership or association that:
- i. He, she or they shall have 10 days from the date of serving the order to abate the condition(s) in violation of Section 8-308; or
 - ii. He, she or they, have 10 days from the date of serving the notice to request a hearing before the governing body of the matter as provided by Section 8-312;
 - iii. Failure to abate the condition(s) or to request a hearing within the time allowed may result in prosecution as provided by Section 8-310 and/or abatement of the condition(s) by the city as provided by Section 8-311.
- (c) If the owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first-class mail.
- (d) The City Code Enforcement Officer is hereby designated by the governing body for the purposes of issuing the order required herein. Such order shall be issued by the City Code Enforcement Officer upon the filing of a written statement of a violation of this Article. The order shall be issued in the name of the governing body; shall be served as required in this Article; and, shall contain all notices and other information as required by this Article; and, shall contain all notices and

other information as required by the Article and K.S.A. 1617e, and amendments thereto. (Ord 2055, 2020; Ord. 932, 2012; Ord. 796, 2005; Code 1995)

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval and publication once in the City's official paper.

PASSED by the Council and APPROVED by the Mayor on this 10th day of December, 2020.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

City Council Action Item

Council Meeting Date: December 10, 2020

Department: Administration

Agenda Item: Consider Resolution No. 12-10-20A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas

Background/Description of Item:

On December 10, 2015, the City Council approved Ordinance No. 1006 which included the authorization for the City to create a Fee Resolution, which would be reviewed annually. The purpose for the annual resolution is to consolidate the fees in one location and remove the fees from the Edgerton Municipal Code "Code Book," thereby eliminating the need for continual ordinance amendments.

The following resolution, No. 12-10-20A is the draft of the Annual Fee Resolution for 2021. The purpose of the resolution is to consider additions and revisions. The black font includes language which has already been approved by the Governing Body. Items shown in color are either new fees or existing fees with an updated rate or text additions. A summary of the proposed changes is listed below.

Moving Buildings Permit Fee

- City staff researched permit fees charged by adjacent jurisdictions related to moving buildings – Ottawa, Paola, Louisburg, Spring Hill, Baldwin City and Wellsville. Fees ranged from \$0-\$500. All charged the cost for staff time.
- Staff is recommending the fee be updated to \$250 for the permit plus the cost of staff time to monitor the move on the day of the event. This would cover the cost of Public Works staff time for road closures and the time spent by the building inspector inspecting the progress of the move as required by Code Section 4-507.

Wastewater Service Application Fee

- The service application fee is being charged to customers that only have sewer service; however, it wasn't included in the fee resolution.

Abatement Administrative Fee – Tall Weeds/Grass

- The Governing Body discussed the fees for tall weeds/grass at the Code Enforcement Work Session on October 22, 2020. On November 12, 2020, Council approved Ordinance No. 2051 which changed the administrative fee structure related to tall weeds/grass to address repeat violators.

Volumetric Rates for Water

- Clarified that the rates are per 1,000 gallons

New Public Improvement Plan Review Fee

- This fee is new. When public improvements will be constructed by a developer and eventually turned over to the City, the City reviews the plans for compliance with City standards, etc. The review involves the City Engineer, who is a contractor for which the City incurs professional services costs, and City staff, such as the Public Works Director.
- Currently, the City absorbs the cost for the City Engineer. Adding this fee will allow the City to recover the cost paid for the City Engineer and will be more in line with how we are handling other development related costs.

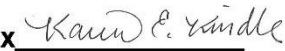
New Public Improvement Inspection Fee

- Updated the fee for Water/Sewer improvements to include a 2% administrative fee to be consistent with the fee charged for Street/Stormwater improvements.

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

Funding Source: n/a

Budget Allocated: n/a

x 

Finance Director Approval: Karen Kindle, Finance Director

<p>Recommendation: Approve Resolution No. 12-10-20A Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas.</p>
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Enclosed: Draft Resolution No. 12-10-20A redline version
Draft Resolution No. 12-10-20A clean version

Prepared by: Karen Kindle, Finance Director

RESOLUTION NO. 12-10-20

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

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

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

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

SECTION 1: FEES.

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

OPEN RECORDS

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

ANIMAL CONTROL

Animal Registration Fees:

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

Animal Redemption Fees:

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

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

BEVERAGES

Cereal Malt Beverages

General Retailer	\$100.00
Limited Retailer	\$35.00
Change of Location Fee	\$5.00

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

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

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

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

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

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

Permit Fees – Residential Building

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

\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

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

Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection	\$0.02 per square foot
- Core and Shell	
12,501.00 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

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

Permit Fees - Fuel Gas Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Plumbing Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Mechanical Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Electrical Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Moving Buildings

House/building/derrick or other structure permit	\$5.00 \$250.00 + Staff Time to monitor the move
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Oil and Gas Wells

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

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5,000.00 or 10% of covered claim payment, whichever is less
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BUSINESS LICENSE

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

FIREWORKS

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

SOLID WASTE

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

PUBLIC PROPERTY

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

Right-Of-Way Permit	\$100.00
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PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
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Abatement Administrative Fee	\$50.00 per abatement
Abatement Administrative Fee-Tall Weed/Grass	\$50.00 for the first abatement with the fee increasing by \$50.00 for each subsequent abatement

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UTILITIES - WATER

Water Rate

WATER

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

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$21.15	\$31.70
1"	\$25.14	\$37.69
1 1/2"	\$31.77	\$47.65
2"	\$39.76	\$59.63
3"	\$58.39	\$87.55
4"	\$84.97	\$127.45
6"	\$151.46	\$227.18
8"	\$231.26	\$346.89

Volumetric Rate [\[per 1,000 gallons\]](#)

Tiers	Inside City	Outside City
0-2,000	\$4.36	\$6.53
2,001-10,000	\$9.79	\$14.67
>10,000	\$13.50	\$20.23

Water System Development Fees

System Development Fee (based on size of water meter)

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

Water Connection Fees

Connections Charge: Inside City - Regular (¾-inch service, with ¾-inch by 5/8 inch-meter)	\$1,250.00
Connections Charge: Outside City - Regular (¾-inch service, with ¾-inch by 5/8-inch meter)	\$7,500.00
Connections Charge: Other Sizes	TBD by Governing Body
Water Service Application (inside city limits)	\$30.00
Water Service Application (outside city limits)	\$75.00
Reconnection Fee, during normal business hours	\$25.00
Reconnection Fee, during non-business hours	\$100.00
Meter Testing (if meter is correct)	\$10.00
Hydrant Meter Refundable Deposit	\$1,500.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

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

Customer Service Charge

\$6.75

Volumetric Rate

\$7.81 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

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

Wastewater System Development Fees

System Development Fee (based on size of water meter)

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

Wastewater Connection Fees

Connection Charge and Inspection Fee	\$750.00
Wastewater Service Application Fee	\$30.00

Wholesale Wastewater Rate \$3.65 [per 1,000 gallons]

Private Disposal System Fees

Installation Permit	\$250.00
Significant Alteration and Repair Permit	\$100.00
Minor Repair	\$50.00
Non-Residential Annual Operation Permit	\$50.00

(first year fee included in Installation Permit Fee)	
Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours	\$15.00 per hour
(2-hour charge minimum, additional to inspection fee)	

ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development:	
Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$250.00 plus publication fees
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	
Residential Zoning Districts	\$100.00 plus publication fees
Non-Residential Zoning Districts	\$1,000.00 plus publication fees
Temporary Construction Activities	
Permit Fee	\$500.00
Amended Application Requiring Another	
Planning Commission Review, Post Approval	\$250.00
Expired Permit – treated as a new permit	\$500.00
Blasting Permit (one (1) year)	\$500.00
Home Occupation Permit Fee	\$5.00
Preliminary/Final Site Plan Fee	\$200.00 plus \$10.00 per acre plus publication fees
Site Plan Re-review Fee	\$200.00 plus \$1.00 per acre
Revised Site Plan Fee	
Requiring Planning Commission Approval	\$250.00
Requiring Zoning Administrator Approval	\$100.00
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees

Preliminary Plat Re-review Fee	\$300.00 plus \$10 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Final Plat Re-review Fee	\$300.00 plus \$10 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00
<u>New Public Improvement Plan Review Fee</u>	
<u>Street/Stormwater/Water/Sewer</u>	<u>\$300.00</u>
<u>Re-review Fee</u>	<u>\$300.00</u>
New Public Improvement Inspection Fee	
Street/Stormwater	Actual cost of inspection + 2% administrative fee
Water/Sewer	Actual cost of inspection + <u>2% administrative fee</u>
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request
Temporary Certificate of Occupancy Extension	\$100 per request

Sign Fees

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

SECTION 2: Effective Date. This Resolution shall become effective upon adoption by the Governing Body.

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 10th DAY of DECEMBER, 2020.

DONALD ROBERTS, MAYOR

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

RESOLUTION NO. 12-10-20A

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

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

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

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

SECTION 1: FEES.

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

OPEN RECORDS

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

ANIMAL CONTROL

Animal Registration Fees:

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

Animal Redemption Fees:

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

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

BEVERAGES

Cereal Malt Beverages

General Retailer	\$100.00
Limited Retailer	\$35.00
Change of Location Fee	\$5.00

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

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

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

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

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

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

Total Valuation

Fee

\$1 to \$500

\$13

\$501 to \$2,000

\$13 for first \$500.00 plus
\$1.50 for each additional
\$100.00 or fraction thereof,
to and including \$2,000

\$2,001 to \$25,000

\$35.50 for the first \$2,000.00
plus \$8.00 for each additional
\$1,000 or fraction thereof, to
and including \$25,000.

\$25,001 to \$50,000

\$219.50 for the first \$25,000
plus \$6.50 for each additional
\$1,000 or fraction thereof, to
and including \$50,000.

\$50,001 to \$100,000

\$381.00 for the first \$50,000
plus \$4.00 for each additional
\$1,000 or fraction thereof, to
and including \$100,000.

\$100,001 to \$500,000	\$582.00 for the first \$100,000 plus \$3.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.

A plan review fee shall be assessed at sixty-five percent (65%) of the calculated building permit fee.

Other Inspections and Fees

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

Industrial Zoning Districts (B-P, L-P, I-G, I-H)

Fire Review and Inspection	\$0.02 per square foot
- Core and Shell	
12,501.00 square feet or greater	
Multi-Family (R-3)	
Commercial Zoning Districts (C-D, C-1, C-2)	
Industrial Zoning Districts (B-P, L-P, I-G, I-H)	

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

Permit Fees - Fuel Gas Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Plumbing Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Mechanical Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Permit Fees – Electrical Code

Issuance of Permit	\$50.00
Issuance of Permit for senior residents (60 plus)	\$25.00
Supplemental Permit	\$50.00
Issuance of annual permit	\$250.00
Inspection outside normal business hours	\$50.00 per hour
Re-inspection	\$50.00 per hour
Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one hour)	\$50.00 per hour

Moving Buildings

House/building/derrick or other structure permit	\$250.00 + Staff Time to monitor the move
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Oil and Gas Wells

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

Fire Insurance Proceeds Fund

Final Settlement Funds (K.S.A. 40-3901 <u>et seq.</u>)	\$5,000.00 or 10% of covered claim payment, whichever is less
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BUSINESS LICENSE

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

FIREWORKS

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

SOLID WASTE

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

PUBLIC PROPERTY

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

Right-Of-Way Permit	\$100.00
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PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
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Abatement Administrative Fee	\$50.00 per abatement
Abatement Administrative Fee-Tall Weed/Grass	\$50.00 for the first
abatement with the fee increasing by \$50.00 for each subsequent abatement	

UTILITIES - WATER

Water Rate

WATER

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

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$21.15	\$31.70
1"	\$25.14	\$37.69
1 1/2"	\$31.77	\$47.65
2"	\$39.76	\$59.63
3"	\$58.39	\$87.55
4"	\$84.97	\$127.45
6"	\$151.46	\$227.18
8"	\$231.26	\$346.89

Volumetric Rate [per 1,000 gallons]

Tiers	Inside City	Outside City
0-2,000	\$4.36	\$6.53
2,001-10,000	\$9.79	\$14.67
>10,000	\$13.50	\$20.23

Water System Development Fees

System Development Fee (based on size of water meter)

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

Water Connection Fees

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

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

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

Customer Service Charge

\$6.75

Volumetric Rate

\$7.81 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

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

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System Development Fee (based on size of water meter)

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4"	\$120,000
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Wastewater Connection Fees

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Wastewater Service Application Fee	\$30.00

Wholesale Wastewater Rate

\$3.65 [per 1,000 gallons]

Private Disposal System Fees

Installation Permit	\$250.00
Significant Alteration and Repair Permit	\$100.00
Minor Repair	\$50.00
Non-Residential Annual Operation Permit	\$50.00

(first year fee included in Installation Permit Fee)	
Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours	\$15.00 per hour
(2-hour charge minimum, additional to inspection fee)	

ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development:	
Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
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Final Plat Fee	\$300.00 plus \$10.00 per lot plus publication fees
Final Plat Re-review Fee	\$300.00 plus \$10 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential	\$300.00 per lot
Park Impact Fee/Commercial	\$0.08 per square foot of building
Park Impact Fee/Industrial	\$0.08 per square foot of building
New Street Light Fee	\$250.00
New Public Improvement Plan Review Fee	
Street/Stormwater/Water/Sewer	\$300.00
Re-review Fee	\$300.00
New Public Improvement Inspection Fee	
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Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request
Temporary Certificate of Occupancy Extension	\$100 per request

Sign Fees

Home Occupation Sign	\$35.00
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Pole Sign	\$125.00
Monument Sign	\$35.00
Facade/Wall Sign	\$35.00
Mobile Home Park Sign	\$35.00
Subdivision Name Sign	\$35.00
Apartment Complex Name Sign	\$35.00

SECTION 2: Effective Date. This Resolution shall become effective upon adoption by the Governing Body.

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

ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 10th DAY of DECEMBER, 2020.

DONALD ROBERTS, MAYOR

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

City Council Action Item

Council Meeting Date: December 10, 2020

Department: Administration

Agenda Item: Consider Contract Renewal with Strategy LLC for IT Services

Background/Description of Item:

In April 2019 Staff conducted an RFP process for IT services for all City of Edgerton facilities. On June 24, 2019, Council approved a contract with Strategy LLC. The term of that contract was July 1, 2019 – December 31, 2020.

Staff recommends renewing the IT Services contract with Strategy LLC for a term of one year, from January 1, 2021 – December 31, 2021. The pricing in the contract is changing because Strategy will now handle the Microsoft licensing for the City due to the migration to the cloud. The City was paying for this cost separately from the IT services contract. There is a small increase in the licensing fees due to the City moving to the government only Microsoft licenses. The City is moving to this license option to improve security and increase storage space.

The estimated annual cost for 2021 is \$37,020. The 2021 budget includes \$36,480 for the IT provider and Microsoft licenses. The cost not covered by the budget will come from savings on IT equipment scheduled for replacement in 2021 but was replaced early with CARES Act funding in 2020.

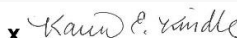
The City Attorney is in the process of reviewing the contract documents and will provide any comment at the meeting.

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

Funding Source: General Fund, Water Fund and Sewer Fund

Budget Allocated: \$36,480 in the 2021 Budget

Finance Director Approval:

x 
Karen Kindle, Finance Director

Recommendation: Approve Contract with Strategy LLC for IT Services for a term of January 1, 2021 – December 31, 2021 Subject to Approval by the City Attorney

Enclosed:

- Managed Services Contract with Strategy LLC
- NDA Agreement with Strategy LLC

Prepared by: Karen Kindle, Finance Director

**EMPOWERING
PEOPLE
WHEN
WHERE
HOW
EVER
POSSIBLE**

OUR GOAL

EMPOWERING PEOPLE

To EMPOWER people whenever, wherever, and however possible.

We do this by developing tailored, innovative, and creative services to automate and oversee business operations, so our partners can focus more on what they do best.

One of the resulting services of this goal is 'Managed Services'. This service is designed to dramatically reduce or eliminate computer problems in your business while maximizing your network's speed, performance, security, and stability, without the expense of a full-time IT staff.

Strategy is committed to help PREVENT computer problems from escalating into unexpected downtime, data loss, interruptions in business, and financial loss.

This program is ideal for business owners who:

- Value being proactive.
- Need their computer network, email, database and Internet access up and running 24/7/365.
- Value the security of their data and want to prevent loss, corruption or theft.
- Want to maximize the speed, availability and performance of their network.

Benefits you can expect:

- Less expensive repairs and recoveries.
- Technology will perform faster, have fewer glitches, and have practically zero downtime.
- The experience of having an in-house IT department – without the costs.
- A reduction in emergency and reactive issues, increasing the overall productivity of end users.

BUDGET SUMMARY

BRING VALUE TO YOUR BUSINESS

The following budget is estimated based on the requirements understood at the time of the estimate. As we further understand client requirements presented during discovery, the scope of the contract may change and incur additional costs. If additional costs are estimated, the client will be notified.

Work will begin once the onboarding fee has been paid.

ITEM	QTY	TOTAL PRICE
MANAGED USERS* - Unlimited Help Desk - Email Security Services - User Data Cloud Protection - Microsoft Business License	22	1,760.00
MANAGED COMPUTERS - Unlimited Monitoring & Alerting - Antivirus & Web Filtering - Automatic Patch Management - Unlimited Documents Backup**	27	540.00
MANAGED NETWORK DEVICES - Firewalls - Switches - Printers - WiFi Devices	9	495.00
MANAGED AZURE ACTIVE DIRECTORY	1	200.00
MANAGED MOBILE DEVICES - Preventative maintenance - Professional Monitoring - Remote Assistance	10	50.00
ADDITIONAL LICENSING - City Council Email - Generic Email Accounts	-	40.00

Monthly Total: 3,085.00

NOTE: All covered equipment listed in this budget is based on currently known inventory. Any changes in inventory will result in appropriate changes to monthly fees. * The scope of work not covered by help desk is defined in Services not Covered.

**Unlimited Documents *ONLY* backs up the following file types:

- **Documents** – .DOC | .DOCX | .ODT | .PAGES | .RTF | .TXT | .WPD | .WPS
- **Data Files** – .CSV | .PPS | .ODC | .ODF
- **Page Layout Files** – .PDF | .ODG
- **Presentations** – .KEY | .ODP | .PPT | .PPTX
- **Spreadsheets** – .XLP | .ODS | .XLS | .XLSX | .numbers

TERMS AND CONDITIONS

CLARITY IS VITAL!

TIMELINE

This agreement is effective upon the date signed and shall remain in force for a period of one year and be reviewed annually to address any necessary adjustments or modifications. The service agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the initial term, unless either party gives the other sixty (60) days written notice of its intent not to renew this agreement. Should adjustments or modifications be required that modifies the monthly fees paid for the services performed under this agreement, said changes will be communicated at least 60 days prior to renewal.

SERVICE LEVEL AGREEMENT

Strategy's normal business hours of operation are between the hours of 8:00am – 6:00pm, Monday through Friday, excluding public holidays. Network monitoring services will be provided 24/7/365.

SUPPORT AND ESCALATION

Strategy will respond to the client's support tickets as detailed below, and with best effort after hours or on holidays. Tickets must be opened by the client's designated I.T. contact person(s), by email to our help desk, or by phone if email is unavailable. Each issue will be assigned a ticket number for tracking. If a non-designated person submits a ticket, the ticket must be approved by the designated person(s).

ESCALATION PROCESS:

Issue	Priority	Response Time	Resolution Time	Escalation Time
Service not available, all systems down (all users and functions unavailable)	Urgent	Within 1 hr	ASAP: Best Effort	2
Significant degradation of service (large number of users or business critical functions affected)	High	Within 2 hrs	ASAP: Best Effort	8
Limited degradation of service (limited number of users or functions affected, business process can continue)	Medium	Within 8 hrs	ASAP: Best Effort	48
Small service degradation (business process can continue, one user affected)	Low	Within 24 hrs	ASAP: Best Effort	96

MONITORING SERVICES

Strategy will provide ongoing monitoring and security services of all critical devices such as servers, computers, firewalls, switches, printers, and any essential network device. Strategy will provide monthly reports as well as document critical alerts, scans and event resolutions to the Client upon their request. Should a problem be discovered during monitoring, Strategy shall make every attempt to rectify the condition in a timely manner.

SERVICE OUTSIDE BUSINESS HOURS

Requested services performed outside the hours of 8:00am – 6:00pm Monday through Friday excluding public holidays, shall not be subject to the escalation process outlined above. In addition, any work done that is required by the client outside of business hours will be subject to the hourly rates outlined below.

After Hours Category	Regular Hours	After Hours	Holiday Hours
Standard Help Desk	\$90/hr	\$135/hr	\$180/hr
Network Admin/Engineer	\$125/hr	\$187.50/hr	\$250/hr

MINIMUM STANDARDS REQUIRED FOR SERVICE

For the client's existing environment to qualify for Strategy's managed services, the following requirements must be met:

- For the client's existing environment to qualify for Strategy's managed services, the following requirements must be met:
- All Servers with Microsoft Windows Operating Systems must be running Windows Server 2012 or later and have all Microsoft Service Packs and Critical Updates installed.
- All desktop PC's and notebooks/laptops/tablets with Microsoft Windows Operating Systems must be running Windows 8 Pro, Apple OS X, or later, and have all of the latest Service Packs and Critical Updates installed.
- All server and desktop software must be genuine, licensed, and vendor-supported.
- The environment must have a currently licensed, up-to-date, and vendor-supported managed antivirus solution protecting all servers, desktops, notebooks/laptops/tablets, and email.
- The environment must have a currently licensed, vendor-supported backup solution that can be monitored and send notifications on job failures and successes.
- The environment must have a currently licensed, business class, vendor-supported hardware firewall between the internal network and the internet.
- All wireless data traffic in the environment must be securely encrypted.

If these requirements are not met, Strategy can bring the environment up to these standards at an additional cost to be estimated based on issues to resolve.

SERVICES NOT COVERED

Service rendered under this agreement do not include:

- Parts, equipment, or software not covered by vendor/manufacturer warranty or support.
- The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any software, licensing, software renewal, or upgrade fees of any kind.
- The cost of any 3rd party vendor, manufacturer support, or incident fees of any kind.
- The cost to bring the client's environment up to minimum standards required for services.
- Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors.
- Service and repair made necessary by alterations or modifications other than those authorized by Strategy, including alterations, software installations, or modifications of equipment made by the client's employees or anyone other than Strategy.
- Installation or upgrades of application or operating system software packages, whether acquired from Strategy or any other source.
- Programming (modification of software code) and program (software) maintenance.
- Training services of any kind.

CANCELLATION AND RETURN POLICY

Hardware: Hardware can be returned within 30 days of the project or purchase approval date. All hardware returns are subject to restocking and shipping fees. In addition, if any time was spent preparing the piece of hardware for deployment, if labor was not already billed, it will be deducted from the refund amount of the hardware or, if already billed, those hours will be subtracted from your labor refund.

Software: There are no returns possible on software licensing. All sales of software licensing are final.

Service Calls/Project Cancellation: Service calls and projects may be cancelled within 24 hours of the scheduled service call or project. However, any time that was spent preparing for the service call or project before the cancellation was received will still be billed to cover costs.

TERMINATION / PLAN CHANGES

If contract is requested to be terminated prior to the contract expiration date a notice of 60-days is required. Upon termination 50% of remaining contract will be immediately due. Access to any system or asset will be withheld until all billing is current. Any requested plan change that impacts monthly fee must be made 60-days prior to changes taking effect.

GOVERNANCE

This agreement shall be governed by the laws of the State of Kansas. It constitutes the entire agreement between the client and Strategy for services listed in the budget section of this agreement. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the client. Strategy is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

LIMITATION OF LIABILITY

In no event shall Strategy be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment or systems, lost data, or other costs.

CONTRACT ACCEPTANCE

This contract can be accepted via affirmative email response or printed, signed, and delivered to Strategy, LLC at the address below.

Client Signature/Title: _____ Date: _____

Client agrees that the liability of Strategy, LLC, to the client for acts and omissions, whether willful or negligent on the part of Strategy, LLC, shall be limited to actual and not consequential nor punitive damages and shall not exceed the greater (1) of the fees paid by the client to Strategy, LLC, or (2) the available proceeds of any insurance coverage.

If mailing acceptance, please mail with deposit to:

Strategy, LLC

1121 N. Julia St.
Olathe, KS 66061

If accepting via email: sales@strategynewmedia.com.
(project work will not begin until deposit is received)

Deposits can be paid online at www.strategynewmedia.com/payments.

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT dated December 10, 2020, between the City of Edgerton, Kansas (“EDGERTON”) and Strategy, LLC (“STRATEGY”).

1. Background. Contemporaneously with the signing of this Agreement, EDGERTON and STRATEGY entered into an agreement for the providing of services by STRATEGY to EDGERTON for the period of January 1, 2021 through December 31, 2021. Given the confidential nature of information regarding the citizens of EDGERTON which may exist in the relationship between the parties, EDGERTON has decided to require this Non-Disclosure Agreement, not only to protect the confidential information of the citizenry of Edgerton in those matters discussed in that provision, but to agree to non-disclosure by STRATEGY of City information in any and all other instances unless it obtains the written approval of EDGERTON.

2. Confidential Information. As used in this Agreement, the term “Confidential Information” shall mean all personal records of said citizens, businesses and any other parties related to the functioning of the City of Edgerton, all information that either has been identified in writing as confidential or is of such a nature, or has been disclosed in such a way that it is obvious to STRATEGY, or a reasonable person, that it is claimed as confidential by EDGERTON.

3. Disclosure of Confidential Information. STRATEGY shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) to any person outside its organization, any Confidential Information of EDGERTON. STRATEGY and its personnel shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of EDGERTON. Without limitation of the foregoing, STRATEGY shall not use any of its final product involving EDGERTON for use in any self-promotion, nor shall STRATEGY remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any original information or copies of Confidential Information obtained from EDGERTON. STRATEGY shall disclose Confidential Information received by it under the agreement between the parties only to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties and who are bound by a written agreement to protect the confidentiality of such Confidential Information.

4. Limitation on Confidential Information. Confidential Information shall not include any information which:

- (a) is generally known to the public at the time of disclosure or becomes generally known through no act on the part of STRATEGY;
- (b) is already in STRATEGY’s possession at the time of disclosure by EDGERTON;
- (c) becomes known to STRATEGY through disclosure by sources other than EDGERTON having the legal right to disclose such Confidential Information;
- (d) is required to be disclosed by STRATEGY to comply with applicable laws or governmental regulations, provided that STRATEGY provides prior written notice of

such disclosure to EDGERTON so that EDGERTON may take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

(e) is independently developed by STRATEGY without any use of Confidential Information.

5. Ownership of Confidential Information. STRATEGY agrees that EDGERTON is and shall remain the exclusive owner of its Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to STRATEGY is granted or implied under this Agreement.

6. Return of Documents. STRATEGY shall, at the request of EDGERTON, return to EDGERTON all documents, drawings and other tangible manifestations of Confidential Information received by STRATEGY pursuant to this Agreement (and all copies and reproductions thereof).

7. Miscellaneous.

- (a) This Agreement supersedes all prior agreements, written or oral, between EDGERTON and STRATEGY relating to the subject matter of this Agreement.
- (b) This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.
- (c) This Agreement shall be effective during the term of the Master Agreement between the parties, and STRATEGY additionally agrees not to disclose any information received from EDGERTON during that period of time, or any future contract extensions or renewals, to any party outside of STRATEGY's organization at any time during or thereafter.
- (d) This Agreement may only be modified in a writing signed by both parties.

EXECUTED as a sealed instrument as of the day and year first set forth above.

CITY OF EDGERTON, KANSAS

BY: _____
DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney

STRATEGY, LLC.

BY: _____

Printed Name: _____

Title: _____

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2020, before me, the undersigned Notary Public in and for the County and State aforesaid, appeared _____ of Strategy, LLC, to me personally known, who being duly sworn did state that he/she has the authority to execute the foregoing document and that he/she acknowledged he/she fully understands the content and meaning of the within instrument and acknowledged that said instrument is his/her free act and deed.

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

NOTARY PUBLIC

My Appointment Expires:

City Council Action Item

Council Meeting Date: December 10, 2020

Department: Community Development

Agenda Item: Consider a Possible Dangerous and Unfit Structure Existing at 502 East 2nd Street in the City of Edgerton, Johnson County, Kansas Pursuant to City of Edgerton City Code, Chapter IV, Article 4, Section 4-407

Background/Description of Item: Below is a summary timeline of recent actions related to the structure at 502 East 2nd Street.

- **August 13:** Governing Body held a public hearing to determine if the house located at 502 E. 2nd St should be considered a possible dangerous and unfit structure pursuant to City of Edgerton City Code. The owner at that time (R-7 Capital Funding) did not appear. Council directed staff to prepare a resolution declaring the structure dangerous and unsafe or unfit for human use or habitation giving the owner 30 days to repair, demolish or remove the unsafe structure.
- **August 27:** City Council passed Resolution 08-27-20A providing a deadline of September 28, 2020 to resolve the dangerous and unfit structure either through removal or repair.
- **September 16:** A new owner of record was on file for the property. City staff placed a Stop Work Order sign on the house and requested the new owners contact City Hall.
- **September 21:** City Staff along with the City's contracted building inspector(GBA) performed a walkthrough of the property with the new owners (Juan Abundiz and Vicenta Hernandez). On the day of the walkthrough, staff noted that the property remained in the same unsafe and dangerous condition.
- **September 24:** Mr. Abundiz and Ms. Hernandez appeared before the Governing Body to discuss the structure and to address concerns brought forth in the inspection report issued by GBA dated September 21, 2020. City Council passed resolution 09-24-20B which scheduled a public hearing on November 12, 2020 to determine if the structure remains a dangerous and unfit structure and noting the change in property ownership.
- **October 22:** City Council passed Resolution 10-22-20A establishing a new public hearing date of December 10th due to a publication error.
- **November 30:** City staff/GBA conducted an onsite inspection of the property to review the status of work on the issued building permits. To date, the foundation has been tuck pointed and has passed inspection. In addition to foundation work, the subfloor has been replaced and header beams installed to support the second story level. See attached photos taken during this inspection and the progress inspection report prepared by GBA. Mr. Abundiz represented that he plans to have the structure

completely sheathed with new siding installed by December 31, 2020 with the interior completed by the first quarter of 2021. Additional trade inspections will be needed for plumbing, electrical, mechanical, rough in framing and roofing.

Pursuant to Chapter IV, Article 4, Section 4-407, and upon conclusion of this public hearing, the governing body must decide whether the structure under consideration is dangerous, unsafe or unfit for human use or habitation. Said findings must be in writing and the owner or agent will be notified to either repair or demolish or remove the structure. The Governing Body must provide a time frame for the owner to abate the condition.

If the repair, alteration, or improvement of the structure can be made at a cost which shall not exceed 50 percent of the fair market value of the structure, the owner of the property shall, within the time specified in the order, repair, alter or improve the structure to render it safe and fit for human use or habitation, or shall vacate and close the structure until such time as he or she has complied with the order. If the repair, alteration or improvement of the structure cannot be made at a cost of 50 percent or less of its fair market value, the owner shall, within the time specified in the order, remove or demolish the structure.

Should the owner fail to comply with the time specified in the order, the city may cause the structure to either be repaired, altered, improved or demolished.

Based on the cooperation from the property owners to date, the progress the property owners have made in renovating the structure and the active building permit, staff recommends a longer time frame for abatement be allowed, such as six months or one year. Additionally, staff would recommend additional metrics to monitor the project's progress. These metrics could include maintaining an active building permit, monthly progress reports provided in writing to staff, or monthly progress inspections.

Related Ordinance(s) or Statue(s): – Edgerton City Code Chapter IV, Article 4

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

<p>Recommendation: Provide Direction On How To Proceed With The Structure At 502 East 2nd Street.</p>

Enclosed:

- Resolution 10-22-20A
- GBA Building Inspection Reports to Date
 - September 21, 2020 – Initial Walk Through

- November 17, 2020 – Foundation Inspection
 - November 30, 2020 – Progress Inspection
- Photos of interior progress at 502 E. 2nd Street taken during inspection on November 30, 2020.

Prepared by: Katy Crow, Development Services Director

RESOLUTION NO. 10-22-20A

A RESOLUTION IN THE CITY OF EDGERTON, KANSAS, PROVIDING FOR A HEARING TO DISCUSS A POSSIBLE DANGEROUS AND UNFIT STRUCTURE EXISTING 502 EAST 2ND STREET IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS PURSUANT TO CITY OF EDGERTON CITY CODE, CHAPTER IV, ARTICLE 4, SECTION 4-405

WHEREAS, it has been reported to the City Council of the City of Edgerton, Johnson County, Kansas by the public officer that there exists, on the premises of 502 East 2nd Street Edgerton, Kansas, a structure which is unfit for human use because of dilapidation, and serves as a general blight upon the neighborhood and surrounding properties. These conditions are found to be dangerous, unsafe and unfit for human habitation.

WHEREAS, the title to the home at 502 East 2nd Street is currently held by Juan Abundiz and Visenta Hernandez.

WHEREAS, pursuant to Section 4-405 of the City Code of the City of Edgerton, Kansas, the City Council wishes to fix a time and place for the owners to appear and show cause why the structure should not be condemned and ordered repaired or demolished.

BE IT RESOLVED BY THE CITY COUNCIL, CITY OF EDGERTON, JOHNSON COUNTY, KANSAS: That pursuant to Section 4-405, the City will hold a hearing on December 10, 2020 at 7:00 PM at City Hall, for Juan Abundiz and Visenta Hernandez, and any other person who would claim an interest in the property above described but who are currently unknown to the City of Edgerton, to appear and show cause why the structure located at 502 East 2nd Street should not be condemned and ordered to be demolished.

PASSED by the City Council on this 22nd day of October, 2020.


APPROVED by the Mayor on this 22nd day of October, 2020.


DONALD ROBERTS, MAYOR

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

APPROVED AS TO FORM:


LEE W. HENDRICKS, CITY ATTORNEY



BUILDING INSPECTION REPORT
City of Edgerton, KS



Project: Residential Remodel **Date:** 9/21/20
Address/Location: 502 E 2nd St **Time:** 9 AM
Permit Number: No Permit Number **Weather:** 70, clear
GBA Inspection Number: #34
Type of Inspection: Preliminary Meeting (IRC Section AJ 103)
Inspector's Name: Joe Kmetz, GBA
Approval: ☐ Approved ☐ Not Approved ☒ N/A
Katy Crow • Development Services Director
Distribution: City of Edgerton, KS
404 East Nelson
Edgerton, KS 66021

Inspection Description

Performed a preliminary meeting with the homeowner of the address listed above as described in Appendix AJ of the 2006 IRC. This meeting consisted of a discussion of the current state of the structure, plans for improvement, outstanding invoices (taxes and property mowing), and timeline for rehabilitation. As defined in section AJ104, the building official may require the structure to be investigated by a registered design professional.

See list below for items described in the prospective applicant's intention for proposed work and the code requirements for those items:

- Structural (Note: GBA is not acting as a structural design professional nor are any comments contained below to be construed as an evaluation as a registered design professional).
 - The foundation was observed to have significantly settled showing between ½" and 3" gaps in masonry members. A structural engineer's report will be required to establish work needing to be done to reestablish the foundation. Structural elements found to be unsound or dangerous shall be made to comply with the applicable requirements of the IRC per AJ501.4. Additionally, no gaps are to remain in the foundation in order to maintain rodent-proofness.
 - Interior framing was noted to have many locations with inadequate support of framing members. The owner stated that there would be engineered lumber (i.e. LVL or laminated beams) to be installed at locations to restore the structure. The locations should be evaluated by a design professional, and plans should be submitted for review prior to the issuance of a permit.
 - Shear wall and corner bracing elements will need to be installed in order to meet current code per Chapter 6 of the IRC.0
- Exterior envelope:
 - The thermal envelope will be required to be brought up to current standards. Although an inspection for insulation and vapor barrier is not listed as a required inspection in IRC Chapter 1, it was communicated to the owner that this would need to be verified by inspection due to the nature of the work.
 - The envelope would need to be properly flashed and made water-tight. Examination of these items could be made upon final inspection.
 - All roof decking and roofing materials is to comply with current code. A mid-roof and inspection of the roof after completion will be required.
 - All windows are to comply with current code and should be properly installed and flashed.
- Utility

George Butler Associates, Inc. has been retained by the City of Edgerton, Kansas to act on their behalf to review plans and conduct inspections related to work within the City of Edgerton.

- If natural gas is to be used, a pressure test of all piping inside the house would be subject to a piping pressure test prior to a gas meter being installed.
- A new electrical service is to be installed. Proper sizing of conductors, proper sizing of conduits, and proper grounding will be subject to examination during an electrical service inspection.
- The water service was noted to be active with a new water meter installed. Galvanized piping was noted as the type of domestic water piping. If this piping is to be replaced, a pre-backfill inspection would be required.
- Mechanical
 - The owner stated that an electric furnace was to be installed. The furnace and all corresponding ductwork would need to be examined at the in-wall stage of inspections.
- Electrical
 - All new branch circuit wiring will need to comply with current code and will need to be examined at the in-wall stage of inspections.
- Plumbing
 - All new water supply and drain/waste/vent piping is to comply with current code. All piping installation is to be examined at the in-wall stage of inspections.

Deficiencies

N/A

Observations

N/A

BUILDING INSPECTION REPORT
City of Edgerton, KS



Project:	Residential Remodel	Date:	11/17/20
Address/Location:	502 E 2 nd St	Time:	11:30 AM
Permit Number:	BP2020-106	Weather:	70, clear
GBA Inspection Number:	#74		
Type of Inspection:	Foundation		
Inspector's Name:	Joe Kmetz, GBA		
Approval:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved		
	Katy Crow • Development Services Director		
Distribution:	City of Edgerton, KS		
	404 East Nelson		
	Edgerton, KS 66021		

Inspection Description

Performed a foundation inspection for the structure. Inspection was performed based on the recommendations contained in the structural engineer's report dated October 8, 2020. Field stone was noted to be returned to its original location and properly tuckpointed. The homeowner stated that a sealant was integrated into the mortar prior to application. No gaps or holes were noted throughout the foundation wall. No issues were noted.

Deficiencies

None

Observations

The beam supports in the crawlspace were concealed at the time of inspection. According to the structural engineer's report dated October 8, 2020, supports were noted as bearing on broken supports or rock. Subfloor will be removed at the time of framing inspection in order to examine. All supports should be on "solid footing that is 18"x18"x9" deep with (3) #4 bars each way."

BUILDING INSPECTION REPORT
City of Edgerton, KS



Project:	Residential Remodel	Date:	11/30/20
Address/Location:	502 E 2 nd St	Time:	10:30 AM
Permit Number:	BP2020-106	Weather:	70, clear
GBA Inspection Number:	#78		
Type of Inspection:	Progress Inspection		
Inspector's Name:	Joe Kmetz, GBA		
Approval:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input checked="" type="checkbox"/> N/A		
	Katy Crow • Development Services Director		
Distribution:	City of Edgerton, KS 404 East Nelson Edgerton, KS 66021		

Inspection Description

Performed a progress inspection for the address listed above. The owner, Director of Development Services, a representative for the City Council and myself were present. The owner demonstrated the improvements done to the structure to date with mainly encompassed foundation, structural, and framing repair. A foundation inspection has been completed and approved. All parties discussed future timeline of improvements, with the exterior sheathing, roofing, and weatherproofing completed by the end of the calendar year. The remaining improvements will be completed by the end of spring, according to the owner.

Pending inspections include: framing, exterior sheathing, roofing, mechanical rough, electrical rough, plumbing rough, and final.

Deficiencies

N/A

Observations

The beam supports in the crawlspace were observed. According to the structural engineer's report dated October 8, 2020, supports were noted as bearing on broken supports or rock. Subfloor will be removed at the time of framing inspection in order to examine. All supports should be on "solid footing that is 18"x18"x9" deep with (3) #4 bars each way." Additionally, 6x6 posts will be required (currently noted with 4x4 posts). This will be checked at the first framing inspection, yet to be performed.

**502 E. Second Street – Progress Inspection
November 30, 2020**



New subfloor in front living area.



Foundation tuck pointing.



Additional foundation tuck pointing.



New header beams to support second floor – interior doorways.



Upstairs bedroom - exterior sheathing and siding to be replaced.



New header beam to support second floor – exterior doorway to deck area.

City Council Action Item

Council Meeting Date: December 10, 2020

Department: Administration

Agenda Item: Consider a Public Service Agreement with Johnson County Fire District Number 1, Johnson County, Kansas

Background/Description of Item: On August 27, 2020, Johnson County Fire District #1 (JCFD1) appeared before the City of Edgerton Governing Body to request waiver of the Development Fees associated with the construction of a new fire station facility located at 33364 W. 191st Street, Edgerton, Kansas.

This new facility will include a fire station with bays, a bunkhouse, administrative offices and meeting rooms. The project was approved by the Edgerton Planning Commission on September 8, 2020. This station will serve Logistics Park Kansas City along with residences in the associated service area and Big Bull Creek Park. This new facility will be called Station 123.

Currently JCFD1 operates Edgerton Station located at 400 E. 3rd Street in downtown Edgerton. This station provides fire protection and EMS services to the residences and business community of Edgerton. During discussion of the new station on August 27, Chief Dennis Meyers appeared before the Governing Body and requested the Development Fees for the new station, totaling approximately \$132,000, be waived. In addition, Chief Meyers represented that the construction of the new Station 123 would not cause the closing of the existing Edgerton Station located at 400 E. 3rd Street.

The attached Public Service Agreement outlines the agreement to waive Edgerton Development Fees while keeping the Edgerton Station in operation. The agreement contains a provision stating that should at any time JCFD1 decide to close down Edgerton Station, they will be responsible for repayment of the waived Development Fees. This includes the continued provision of services currently offered by Edgerton Station, including but not limited to, fire protection and EMS services.

Exhibit A in the attached Public Service Agreement provides a list of the Development Fees being waived in consideration of this agreement. Exhibit B provides the associated dollar amounts for those Development Fees. The agreement was approved for JCFD1 on November 10, 2020. A signed copy is included in the packet for your consideration.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Provide Staff Direction On How To Proceed With The Structure At 502 East 2nd Street

Enclosed:

- Signed Public Service Agreement with Johnson County Fire District Number 1, Johnson County, Kansas
- Exhibit A – Development Fees and Building Permits to be Waived
- Exhibit B – Costs of Development Fees and Building Permits to be Waived

Prepared by: Katy Crow, Development Services Director

PUBLIC SERVICES AGREEMENT

THIS PUBLIC SERVICES AGREEMENT (the "Agreement") is hereby entered into this ____ day of _____, 2020, by and between Johnson County Fire District Number 1, Johnson County, Kansas, hereinafter referred to as "District;" and the City of Edgerton, Kansas, hereinafter referred to as the "City;" and collectively referred to as the "Parties".

WHEREAS, the District is a Johnson County, Kansas fire district organized and existing under the laws of the State of Kansas; and

WHEREAS, the City is a Municipal Corporation organized and existing under the laws of the State of Kansas; and

WHEREAS, the parties hereby enter into this Agreement pursuant to K.S.A. 12-2908.

WHEREAS, the District owns and currently operates a fire station located at 400 East 3rd, Edgerton, Kansas (hereinafter referred to as the "Edgerton Station") within the city limits of the City which provides fire protection and EMS services to the citizens of Edgerton; and

WHEREAS, the District intends to construct a new station within the city limits of the City of Edgerton at 33364 W. 191st Street (hereinafter referred to as the "New Station"); and

WHEREAS, the District has requested of the City Council of the City to waive certain development and building permit fees associated with the construction of the New Station, which City staff estimate to total approximately one hundred and thirty-two thousand dollars (\$132,000.00); and

WHEREAS, citizens and councilmembers have expressed concern that the construction of the New Station might result in the future obsolescence of the Edgerton Station, meaning that essential fire and EMS services would no longer be located within the residential portion of the City of Edgerton; and

WHEREAS, the Parties have discussed the waiver of the development and building permit fees associated with the construction of the New Station subject to certain conditions regarding the

maintenance and continued staffing of the Edgerton Station or another, future station located within one quarter mile of the Edgerton Station; and

WHEREAS, the Parties hereto desire to enter into an agreement to set forth the rights and responsibilities of the Parties related to the matters set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. **WAIVER OF DEVELOPMENT AND BUILDING PERMIT FEES.** The City hereby agrees to waive the development and building permit fees associated with the construction of the New Station. A more detailed listing of the fees which are agreed upon to be waived is attached to this Agreement as Exhibit "A".

2. **AGREEMENT TO MAINTAIN EDGERTON STATION.** As consideration for the waiver of City development and building permit fees associated with the construction of the New Station, District hereby agrees that it will indefinitely continue operation of the Edgerton Station, or a similar station located within one quarter mile of the current location at 400 East 3rd. Continued operation shall include the providing of fire and EMS services from that location, and a continued manned presence at the Edgerton Station.

3. **FAILURE TO MAINTAIN BY THE DISTRICT.** Should the District violate this Agreement and cease operation of the Edgerton Station (or a similar station location within one quarter mile) as required in 2 above, the District shall owe the City the entirety of the final development and building fees (attached as Exhibit "B") plus interest of ___ percent per annum payable to the City within thirty days of the close of manned operation of the Edgerton Station.

4. **DURATION-TERMINATION.** This Agreement shall commence upon its approval by the District and the City and it shall continue for an indefinite period thereafter, unless terminated by the mutual agreement of the Parties.

5. **ASSIGNMENT.** Neither this Agreement nor any rights or obligation hereunder shall be assigned or otherwise transferred by any party hereto, except as specifically allowed herein.

6. **GOVERNING LAW.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas, without reference to its conflict of laws principles.

7. **CAPTIONS.** The captions used herein are for the sole purpose of ready identification and reference for the Parties hereto and shall not be considered or construed as a part of this Agreement or be utilized or considered in interpreting or construing the same.

8. **WRITTEN NOTICE.** All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein.

9. **NOTIFICATION.** Notices required herein shall be in writing and made by certified mail, return receipt requested to the following addresses:

District:

Johnson County Fire District #1
490 New Century Parkway
New Century, KS 66031
Phone (913) 764-7635

City:

City of Edgerton
Beth Linn, City Administrator
404 East Nelson
Edgerton, KS 66021
Phone (913) 893-6231

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year above written.

FIRE DISTRICT NO. 1,
JOHNSON COUNTY, KANSAS, "DISTRICT"

By: 

ROB KIRK, CHIEF

ATTEST:

BY: Keith Johnson
SECRETARY

CITY OF EDGERTON, KANSAS

BY: _____
DONALD ROBERTS, MAYOR

ATTEST:

ALEXANDRIA CLOWER, CITY CLERK

EXHIBIT A
DEVELOPMENT FEES AND BUILDING PERMITS TO BE WAIVED

BUILDINGS AND CONSTRUCTION

- Building Permit Fee – Non-Residential Building
- Building Permit Plan Review Fee
- Fire Review and Inspection - Core and Shell (12,501.00 square feet or greater)
 - Industrial Zoning Districts (B-P, L-P, I-G, I-H)
- Fire Review and Inspection - Tenant Finish (12,501 square feet or greater)
 - Industrial Zoning Districts (B-P, L-P, I-G, I-H)

UTILITIES - WASTEWATER

- Wastewater System Development Fee (based on size of water meter)
- Wastewater Connection Charge and Inspection Fee

ZONING AND DEVELOPMENT FEES

- Rezoning Fee
- Preliminary/Final Site Plan Fee
- Site Plan Re-review Fee
- Revised Site Plan Fee (requiring Planning Commission or Zoning Administrator Approval)
- Preliminary Plat Fee
- Preliminary Plat Re-review Fee
- Final Plat Fee
- Final Plat Re-review Fee
- Street Excise Tax
- Park Impact Fee (Industrial)
- Land Disturbance (greater than one acre)
- Sign Permit – Monument Sign

EXHIBIT B
COSTS OF DEVELOPMENT FEES AND BUILDING PERMITS TO BE WAIVED

BUILDINGS AND CONSTRUCTION

**Based on \$8,000,000 in valuation

Building Permit Fee – Non-Residential Building: \$24,205.00

Building Permit Plan Review Fee: \$15,733.25

Fire Review and Inspection - Core and Shell and Tenant Finish: \$562.92

(12,501.00 square feet or greater) Industrial Zoning Districts (B-P, L-P, I-G, I-H)

UTILITIES - WASTEWATER

Wastewater System Development Fee (based on 2" water meter): \$38,400

Wastewater Connection Charge and Inspection Fee: \$750

ZONING AND DEVELOPMENT FEES

Rezoning Fee: \$250

Preliminary/Final Site Plan Fee: \$310

Site Plan Re-review Fee: \$250

Revised Site Plan Fee (requiring Planning Commission or Zoning Administrator Approval)

Preliminary Plat Fee: \$458

Preliminary Plat Re-review Fee: \$640

Final Plat Fee: \$320

Final Plat Re-review Fee: \$640

Street Excise Tax (481,338 SF of plat): \$48,133.80

Park Impact Fee (Industrial) (28,146 SF of building space): \$2,251.68

Land Disturbance (greater than one acre): \$250

Sign Permit – Monument Sign - \$35

TOTAL FEES WAIVED: \$133,189.65

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BUILDINGS AND CONSTRUCTION

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TOTAL FEES WAIVED: \$133,189.65

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: December 10, 2020

Agenda Item: Assignment of Base Lease, Lease Agreement and Other Bond Documents
Resolution Nos. 12-10-20B

Subject: ELHC XXI Assignment

The City has issued industrial revenue bonds for the ELHC XXI Project. Every time the City issues bonds, the ELHC entity leases the project to the City, and the City then subleases the project back to the ELHC entity. This gives the City the necessary legal interest in the project which is required by Kansas statutes to issue bonds.

The ELHC XXI project is currently subleased to UPS. UPS has an option to purchase the property from ELHC XXI. UPS has exercised that option. The resolution approves the assignment of the ELHC XXI project to BT-OH, LLC, a Delaware limited liability company. This entity is an affiliate of UPS.

The resolution approves the following documents:

- (a) Assignment and Assumption of IRB Documents. The Assignment transfers all of ELHC's interest in the Base Lease, the Lease Agreement, the Performance Agreement, the Origination Fee Agreement and the other bond documents to BT-OH, LLC. The assignment has a consent page for the Mayor to sign acknowledging the City's consent to the assignment.
- (b) Consent, Agreement and Estoppel Certificate. The buyer has requested that the City deliver this estoppel certificate to certify copies of bond documents, state there are no current defaults under the bond documents, and acknowledge that the City agrees to the assignment of the bond documents for the project.

(Space above reserved for the Register of Deeds' recording information)

Title of Document: Assignment and Assumption of IRB Documents

Date of Document: December 17, 2020

Grantor(s): ELHC XXI, LLC, a Kansas limited liability company

Grantee(s): BT-OH, LLC, a Delaware limited liability company

Grantee's Address: 19400 Essex Street, Edgerton, Kansas 66021

Reference Book and Pages: Book 201708, Page 002948
Book 201708, Page 002949

Legal Description: See attached Exhibit A

ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF IRB DOCUMENTS (the “**Assignment**”) entered into on December 17, 2020 (the “**Effective Date**”) is by and between ELHC XXI, LLC, a Kansas limited liability company (the “**Assignor**”), and BT-OH, LLC, a Delaware limited liability company (the “**Assignee**”).

RECITALS

WHEREAS, the City of Edgerton, Kansas (the “**City**”) has previously issued its \$38,000,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC XXI, LLC Project) Series 2017 (the “**Bonds**”) pursuant to a Trust Indenture dated as of August 1, 2017 (the “**Indenture**”), between the City and UMB Bank, n.a., as trustee (the “**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture) which is located on land legally described as set forth on **Schedule 1** (the “**Real Property**”);

WHEREAS, Assignor leased the Project to the City pursuant to the Base Lease Agreement dated as of August 1, 2017 (the “**Base Lease**”), between Assignor and the City, a memorandum of which was recorded August 9, 2017, in Book 201708, Page 002948;

WHEREAS, the City subleased the Project to Assignor pursuant to a Lease Agreement dated as of August 1, 2017 (the “**Lease Agreement**”), between the City and Assignor, a memorandum of which was recorded August 9, 2017, in Book 201708, Page 002949;

WHEREAS, the City and Assignor entered into a Performance Agreement dated as of August 1, 2017 (the “**Performance Agreement**”) whereby the parties set forth the terms relating to tax abatement for the Project;

WHEREAS, the City and Assignor entered into an Origination Fee Agreement dated as of August 1, 2017 (the “**Origination Fee Agreement**”) whereby Assignor agreed to make certain origination fee payments to the City over time;

WHEREAS, the City and Assignor entered into a Bond Purchase Agreement dated as of August 1, 2017 (the “**Bond Purchase Agreement**”) whereby City agreed to issue and Assignor agreed to purchase the Bonds on the terms and conditions set forth therein;

WHEREAS, Assignor now desires to assign and transfer to Assignee all of Assignor’s right, title, and interest in and to the Indenture, the Bond Purchase Agreement, the Base Lease, the Lease Agreement, the Performance Agreement, and the Origination Fee Agreement (collectively, the “**IRB Documents**”);

WHEREAS, Assignee desires to accept such assignment subject to the terms and conditions set forth below;

WHEREAS, the City and the Trustee desire to consent to such assignment and assumption.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignment. As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee all of Assignor's rights and obligations under the IRB Documents (collectively, the "**Assigned Interests**").

1. **Assumption.** Assignee accepts all of the Assigned Interests assigned by Assignor in Section 1 and assumes and agrees to pay, perform, and discharge promptly and fully when and as required all obligations and liabilities under the IRB Documents that accrue on or after the Effective Date.

2. **Delivery of documents; representations.** Pursuant to **Section 13.1(a)** of the Lease Agreement, Assignor represents that all conditions precedent to the assignment have been satisfied. Assignor represents that there has been no damage or destruction to the Project that has not been repaired, restored, and replaced in accordance with the terms of the Lease Agreement.

3. **Consent and release.** Pursuant to **Section 13.1(a)** of the Lease Agreement, the City consents to the Assignment of the IRB Documents from Assignor to Assignee. Pursuant to **Section 206** of the Indenture, the City consents to the assignment and transfer of the Bonds from Assignor to Assignee. The City releases Assignor from all liability under the IRB Documents occurring on and after the Effective Date.

4. **Assignor's Representation.** Assignor represents that Assignor has not transferred, sold, encumbered, or otherwise disposed of the Bonds nor has Assignor assigned the Lease or transferred or encumbered or otherwise disposed of its interest in the Project. Assignor further represents and warrants that Assignor is not aware of any default which exists on this date by it or the counterparty under the IRB Documents.

5. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing law.** This Assignment shall be interpreted and construed under the laws of the State of Kansas, excluding any conflict of law or choice-of-law rules that might lead to the application of the internal laws of another jurisdiction.

8. **Recording.** Assignee shall submit this Assignment for recording in the Office of the Register of Deeds of Johnson County, Kansas on or about the Effective Date.

9. **Indemnity.** Assignor hereby indemnifies and holds Assignee harmless from and against all claims, demands, losses, damages, expenses and costs including, but not limited to,

reasonable lawyer's fees and expenses actually incurred, arising out of or in connection with Assignor's failure to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignor under the IRB Documents to be observed, performed, or discharged with respect to the period prior to the Effective Date. Assignee hereby indemnifies and holds Assignor harmless from and against all claims, demands, losses, damages, expenses, and costs including, but not limited to, reasonable lawyer's fees and expenses actually incurred, arising out of or in connection with Assignee's failure, from and after the date of this Assignment, to observe, perform, and discharge all covenants, obligations, and liabilities under the IRB Documents with respect to the period on and after the Effective Date.

10. **Direction to Trustee.** Assignor, as current sole owner of the Bonds, hereby directs the Trustee to provide its acknowledgement of this Assignment. Upon the registration of the Bonds in the name of the Assignee, Assignee hereby provides written notice to the Trustee that, so long as Assignee is the sole owner of the Bonds and the tenant under the Lease Agreement, it waives its right to actual payment of interest due on the Bond on each interest payment date, as well as the principal of the Bonds maturing on the maturity date.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

ELHC XXI, LLC,
a Kansas limited liability company

By: NorthPoint Development, LLC
a Missouri limited liability company
Its: Manager

By _____
Nathaniel Hagedorn, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF PLATTE)

BE IT REMEMBERED, that on this ____ day of December, 2020, appeared Nathaniel Hagedorn, to me personally known, who being duly sworn did say that he is the Manager of NorthPoint Development, LLC, the Manager of ELHC XXI, LLC, a Kansas limited liability company (the “Company”), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

Notary Public

[SEAL]

My commission expires _____

ASSIGNEE:

BT-OH, LLC

a Delaware limited liability company

By: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of December, 2020, appeared _____, to me personally known, who being duly sworn did say that he is the Vice President of _____, a Delaware limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

Notary Public

[SEAL]

My commission expires _____.

CONSENT OF THE CITY OF EDGERTON, KANSAS

The City hereby acknowledges, consents and agrees to the execution and delivery of this Assignment and Assumption of IRB Documents dated December 17, 2020, between ELHC XXI, LLC, a Kansas limited liability company, and BT-OH, LLC, a Delaware limited liability company.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts
Mayor

ATTEST:

Alexandria Clower
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____ day of December, 2020, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Alexandria Clower, 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 official seal, the day and year last above written.

Notary Public

[SEAL]

Typed Name: _____

My commission expires _____

ACKNOWLEDGMENT OF TRUSTEE

UMB Bank, n.a., as trustee, hereby acknowledges the execution and delivery of this Assignment and Assumption of IRB Documents dated December 17, 2020, between ELHC XXI, LLC, a Kansas limited liability company ("Assignor"), and BT-OH, LLC, a Delaware limited liability company ("Assignee").

The Trustee represents and warrants to the City of Edgerton, Kansas, Assignor, and Assignee that the Trustee has no knowledge of any default, monetary or otherwise, that has occurred under the terms of the IRB Documents.

UMB BANK, n.a.

By: _____
Jason McConnell
Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 17th day of December, 2020, before me appeared Jason McConnell, a Vice President of UMB, n.a., a national banking association, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said national banking association.

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

Notary Public

[SEAL]

Typed Name: _____

My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

A tract of land in the Northeast Quarter of Section 4, Township 15 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 4; thence South $02^{\circ}10'22''$ East, along the West line of said Northeast Quarter, a distance of 582.00 feet; thence departing said West line, North $87^{\circ}49'38''$ East, along the Southerly right-of-way line of 191st Street, as now established, and its Westerly extension, a distance of 30.00 feet to the East right-of-way line of Four Corners Road, as now established, and the Point of Beginning; thence continuing North $87^{\circ}49'38''$ East, along said Southerly right-of-way line, a distance of 223.39 feet to a point of curvature; thence Easterly, continuing along said Southerly right-of-way line and along a curve to the left having a radius of 1141.00 feet and a central angle of $18^{\circ}02'54''$, an arc distance of 359.42 feet to a point of tangency; thence North $69^{\circ}46'44''$ East, continuing along said Southerly right-of-way line, a distance of 673.75 feet to the Westerly right-of-way line of Essex Street, as now established; thence South $20^{\circ}13'16''$ East, along said Westerly right-of-way line, a distance of 67.98 feet to a point of curvature; thence Southerly, continuing along said Westerly right-of-way line and along a curve to the right having a radius of 475.00 feet and a central angle of $18^{\circ}02'59''$, an arc distance of 149.64 feet to a point of tangency; thence South $02^{\circ}10'17''$ East, continuing along said Westerly right-of-way line, a distance of 378.42 feet to a point of curvature; thence Southerly, continuing along said Westerly right-of-way line and along a curve to the left having a radius of 1244.75 feet and a central angle of $27^{\circ}23'50''$, an arc distance of 595.20 feet to a point of reverse curvature; thence Southerly, continuing along said Westerly right-of-way line and along a curve to the right having a radius of 1194.75 feet and a central angle of $27^{\circ}43'46''$, an arc distance of 578.22 feet to a point of tangency; thence South $01^{\circ}50'21''$ East, continuing along said Westerly right-of-way line, a distance of 634.88 feet to the South line of said Northeast Quarter; thence departing said Westerly right-of-way line, South $88^{\circ}27'13''$ West, along the South line of said Northeast Quarter, a distance of 1531.88 feet to the East right-of-way line of said Four Corners Road; thence North $2^{\circ}10'22''$ West, along said East right-of-way line of Four Corners Road, a distance of 2072.96 feet to the Point of Beginning. Containing 3,068,895 square feet or 70.452 acres, more or less.

CONSENT, AGREEMENT AND ESTOPPEL CERTIFICATE

(City of Edgerton, Kansas and, for limited purposes as set forth below, UMB Bank, N.A.)

TO: BT-OH, LLC, a Delaware limited liability company ("PURCHASER")
ELHC XXI, LLC, a Kansas limited liability company ("DEVELOPER")

RE: **INDUSTRIAL REVENUE BONDS (ELHC XXI, LLC PROJECT), SERIES 2017 (CITY OF EDGERTON, KANSAS).**

DATE: December 17, 2020 (the "*Effective Date*").

In connection with (a) the proposed sale by Developer to Purchaser of Developer's fee interest in the industrial property known as 19400 Essex Street, Edgerton, Kansas (the "*Property*"), and (b) the associated assignment by Developer and assumption by Purchaser of Developer's rights and obligations under that certain: (i) Base Lease Agreement dated as of August 1, 2017 by and between Developer and the City of Edgerton, Kansas ("*City*") with respect to the Property (the "*IRB Base Lease*"); (ii) Lease Agreement dated as of August 1, 2017 by and between Developer and City (the "*IRB Lease*"); (iii) Performance Agreement dated as of August 1, 2017 by and between Developer and City (the "*Performance Agreement*"); (iv) Origination Fee Agreement dated as of August 1, 2017 by and between Developer and City (the "*Origination Fee Agreement*"); (v) Bond Purchase Agreement dated August 1, 2017 by and between Developer and City ("*Bond Purchase Agreement*"); and (vi) Trust Indenture dated as of August 1, 2017, by and between UMB Bank, n.a., as Trustee (the "*Trustee*") and City, as Issuer (the "*Indenture*"), and (c) the associated transfer to Purchaser of all outstanding bonds issued by City pursuant to the Indenture and designated as \$38,000,000 (Aggregate Maximum Principal Amount) City of Edgerton, Kansas Industrial Revenue Bonds (ELHC XXI, LLC Project), Series 2017 (the "*Bonds*"), City and Trustee (but as to Trustee, solely for the purpose of agreeing to the provisions of the Section 10) hereby consent, agree with and certifies to Purchaser, Lender, and Developer, and their respective successors and assigns, as follows:

1. **Definition of IRB Documents.** The Bonds, Bond Purchase Agreement, Indenture, IRB Base Lease, IRB Lease, Performance Agreement, and Origination Fee Agreement are collectively referred to as the "*IRB Documents*". Capitalized terms used but not defined herein shall have the meaning ascribed thereto pursuant to the IRB Documents.

2. **IRB Base Lease.** Attached hereto as **Exhibit A** is a true, correct, and complete copy of the IRB Base Lease. The IRB Base Lease has not been assigned, modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit A**. The IRB Base Lease is in full force and effect.

3. **IRB Lease.** Attached hereto as **Exhibit B** is a true, correct, and complete copy of the IRB Lease. The IRB Lease has not been assigned, modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit B**. The IRB Lease is in full force and effect.

4. **Performance Agreement.** Attached hereto as **Exhibit C** is a true, correct, and complete copy of the Performance Agreement. The Performance Agreement has not been

modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit C**. The Performance Agreement is in full force and effect.

5. **Origination Fee Agreement.** Attached hereto as **Exhibit D** is a true, correct, and complete copy of the Origination Fee Agreement. The Origination Fee Agreement has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit D**. The Origination Fee Agreement is in full force and effect.

6. **Indenture.** Attached hereto as **Exhibit E** is a true, correct, and complete copy of the Indenture. The Indenture has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit E**. The Indenture is in full force and effect.

7. **Bond Purchase Agreement.** Attached hereto as **Exhibit F** is a true, correct, and complete copy of the Bond Purchase Agreement. The Bond Purchase Agreement has not been modified, supplemented or amended in any way, except for those assignments, modifications, supplements or amendments, if any, attached hereto as part of **Exhibit F**. The Bond Purchase Agreement is in full force and effect.

8. **Assignment and Assumption Agreement related to IRB Documents.** City hereby consents to the assignment to, and assumption by, Purchaser, of Developer's rights and obligations under the Bond Purchase Agreement, Indenture, **IRB** Base Lease, IRB Lease, Performance Agreement, and Origination Fee Agreement in accordance with the Assignment and Assumption of IRB Documents to be entered into between Developer, as assignor, and Purchaser, as assignee, substantially in form and content attached hereto as **Exhibit G** (the "***Assignment and Assumption Agreement***"), and such assignment does not constitute a default, breach or violation on the part of Developer under or of any agreement, contract, document, instrument or undertaking or obligation entered into by and between City and Developer (alone or with additional parties) with respect to the development, construction, financing, operation or maintenance of the Project (as defined in the Indenture), including without limitation, the IRB Documents. City further acknowledges and agrees that Purchaser is a permitted assignee pursuant to the IRB Lease.

9. **Transfer of the Bonds.** As long as Purchaser provides to City a Representation Letter substantially in form and content attached hereto as **Exhibit H** contemporaneously with Developer's transfer of the Bonds to Purchaser, City hereby consents to Purchaser's transfer of the Bonds to Purchaser and confirms that such transfer does not constitute a default, breach or violation on the part of Developer under or of any agreement, contract, document, instrument or undertaking or obligation entered into by and between City and Developer (alone or with additional parties) with respect to the development, construction, financing, operation or maintenance of the Project, including without limitation, the IRB Documents.

10. **Waiver of Bond Payments.** City and Trustee each agrees that so long as Purchaser is both the tenant under the IRB Lease and the Bondowner (as defined in the Indenture) of all of the outstanding Bonds on the applicable interest payment date (as set forth in the Indenture) and, with respect to repayment of principal, on the maturity date (as set forth in the Indenture),

Purchaser shall have the right to waive, provided the Purchaser provides written notice to the City and Trustee of its exercise of such right, actual payment of interest due on the Bonds on such interest payment date, as well as the principal of the Bonds maturing on the maturity date, in which event it shall be deemed that Purchaser, as tenant under the IRB Lease, had paid all Basic Rent due under the IRB Lease on such interest payment date or maturity date, as applicable, and that Purchaser, as owner of all of the outstanding Bonds on such date, had received the full payment due on such outstanding Bonds on such date provided the Bonds are presented to the Trustee for cancellation on the maturity date.

11. **No Default under IRB Documents or other Agreements with City.** City has not been notified of any default by Trustee and to the best of City's information and belief as of the Effective Date, neither City nor Developer is in default under the IRB Documents, and, to the best of City's information and belief, no event has occurred and no condition exists that might, with the giving of notice or the passage of time, or both, constitute a default by City or Developer under the IRB Documents, or would otherwise permit a termination or modification by City under the IRB Documents.

12. **Additional City Certifications.** Without limiting the generality of the foregoing certifications, City also hereby certifies that, as of the Effective Date:

(a) City has been advised by the Trustee under the Indenture that the total principal amount of the outstanding Bonds as of the Effective Date is \$30,701,334.76. The amount held in the Bond Fund (as such term is defined in the IRB Documents) is \$0.00. There are no funds remaining in the Construction Fund (as such term is defined in the IRB Documents).

(b) City has not asserted any claim for indemnification from Developer under any of the IRB Documents, and City is not aware of and has not been notified of, as of the Effective Date, any fact, event or circumstance that could be the basis of any such claim for indemnification.

(c) There is no suit, action, proceeding or audit pending or, to the knowledge of City, threatened against or affecting City or the Property under the IRB Documents, at law or in equity, or before or by any court, administrative agency, or other governmental authority which brings into question the validity of the IRB Documents.

(d) Developer has provided to City all reports, certifications, notices or similar documents required to be submitted by Developer under the IRB Documents through the Effective Date.

(e) To the best of City's information and belief, the Project has been completed in accordance with the IRB Documents and all applicable laws and requirements and is being lawfully occupied. The City has received any and all notices and certificates required pursuant to Section 4.5 of the IRB Lease.

(f) There are no outstanding or unpaid bond payments, payments under the IRB Lease, fees, interest, costs, charges, assessments or other amounts owed by Developer to City with respect to the Project or the IRB Documents, including without limitation under the Origination Fee Agreement.

(g) City deems this Consent, Agreement and Estoppel Certificate as constituting any and all notices of the transactions described herein that might otherwise be required under the IRB Documents.

(h) City agrees that upon and after full execution of the Assignment and Assumption Agreement, Developer shall be relieved of any liability associated with the Project, the Bonds, and the IRB Documents.

(i) City hereby confirms that the City's assignment of the City's rights and obligations under the IRB Lease to Trustee pursuant to that certain Assignment of Lease Agreement by and between City, as lessee, and Developer, as lessor, was a collateral assignment to Trustee that terminates upon full payment or cancellation of the Bonds.

13. **City Authority.** City represents and warrants that it has all right, power, and authority to bind itself, and to execute and deliver this Consent, Agreement and Estoppel Certificate.

City, and Trustee with respect to the provisions of Section 10, make the above agreements and certifications to and for the benefit and protection of Purchaser and Developer, and with the intent and understanding that they will be justifiably relied upon by them or any of them. Developer, as current sole owner of the Bonds hereby directs the Trustee to execute this Consent, Agreement and Estoppel Certificate.

[SIGNATURE PAGE FOLLOWS]

Dated: December 17, 2020.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

ATTEST:

By: _____
Alexandria Clower, City Clerk

UMB Bank, n.a., as Trustee

By: _____
Jason McConnell
Vice President

EXHIBIT A

IRB Base Lease

EXHIBIT B

IRB Lease

EXHIBIT C

Performance Agreement

EXHIBIT D

Origination Fee Agreement

EXHIBIT E

Indenture

EXHIBIT F

Bond Purchase Agreement

EXHIBIT G

Assignment and Assumption of IRB Documents

EXHIBIT H

Form of Representation Letter

RESOLUTION NO. 12-10-20B

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND OTHER BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC XXI, LLC PROJECT), SERIES 2017, AND AUTHORIZING AN ESTOPPEL AGREEMENT

WHEREAS, the City of Edgerton, Kansas (the "City") is a duly organized and existing municipal corporation under the laws of the State of Kansas; and

WHEREAS, the City issued its Industrial Revenue Bonds (ELHC XXI, LLC Project), Series 2017 (the "Bonds"), in the aggregate maximum principal amount of \$38,000,000, pursuant to a Trust Indenture dated as of August 1, 2017 (the "Indenture"), between the City and UMB Bank, n.a., as trustee (the "Trustee"), for the purpose of permitting ELHC XXI, LLC, a Kansas limited liability company (the "Assignor"), to acquire, construct and equip a commercial project, consisting of an approximately 200,000 sq. ft. warehouse and distribution facility, located at 19400 Essex Street, Edgerton, Kansas (the "Project"); and

WHEREAS, the Project was leased by the Assignor to the City pursuant to a Base Lease Agreement dated as of August 1, 2017 (the "Base Lease"), between Assignor and the City, and the Project was subleased by the City to Assignor pursuant to a Lease Agreement dated as of August 1, 2017 (the "Lease Agreement"), between the City and the Assignor; and

WHEREAS, pursuant to **Section 6.2** of the Base Lease and **Section 13.1** of the Lease Agreement, the Assignor may assign the Base Lease and the Lease Agreement only with the written consent of the City; and

WHEREAS, the Assignor is requesting the City's consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, the Performance Agreement dated as of August 1, 2017 (the "Performance Agreement"), between the City and Assignor, the Origination Fee Agreement dated as of August 1, 2017 (the "Origination Fee Agreement"), between the City and the Assignor, the Bond Purchase Agreement dated August 1, 2017 (the "Bond Purchase Agreement"), among the City, the Assignor, as purchaser, and the Assignor, as the company, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to BT-OH, LLC, a Delaware limited liability company (the "Assignee"); and

WHEREAS, the City desires to consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, the Bond Purchase Agreement and the Other Bond Documents to the Assignee; and

WHEREAS, in connection with the assignment, Assignee has requested that the City deliver an estoppel agreement, and the City desires to approve such document;

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

Section 1. Consent to Assignment. The Governing Body of the City hereby consents to the assignment of the Base Lease, Lease Agreement, Indenture, Performance Agreement, Origination Fee Agreement, Bond Purchase Agreement and the Other Bond Documents by the Assignor to the Assignee. The foregoing consents are contingent upon the satisfaction of all other requirements for assignments expressly set forth in the Lease Agreement.

Section 2. Authorization and Execution of Consent to Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of IRB Documents (the "Assignment"), in substantially the form attached hereto as **Exhibit A** (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Authorization and Execution of Estoppel. The Governing Body hereby approves of the form of the Consent, Agreement and Estoppel Certificate (the "Estoppel"), in substantially the form attached hereto as **Exhibit B** (a copy of which document, upon execution thereof, shall be filed in the office of the City Clerk). The Mayor of the City is hereby authorized and directed to execute and deliver the Estoppel for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Estoppel.

Section 4. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED this 10th day of December, 2020.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

EXHIBIT A

Assignment and Assumption of IRB Documents

EXHIBIT B

Consent, Agreement and Estoppel Certificate

City Council Action Item

Council Meeting Date: December 10, 2020

Department: Administration

Agenda Item: Consider a Government Enforcement Services Agreement For Johnson County Local Health Officer Orders And County Board Of Health Orders

Background/Description of Item:

On November 13, 2020 the Johnson County Board of Public Health Issue Order No. 002-20. The order went into effect at 12:01 a.m., on Monday, November 16th and will remain in effect through 11:59 p.m., on Sunday, Jan. 31, 2021, unless it is amended, revoked or replaced.

As summarized in the enclosed FAQ sheets from Johnson County, this order has provisions about the types of public spaces that will require 6 feet of physical distancing and limits mass gathering to 50 people or 50 percent of capacity allowed by a building's fire codes (whichever is less). The order prohibits certain types of large-scale events and contains provisions for restaurants and bars, recreational and youth organized sports, and fitness centers/ health clubs 6' of physical distancing Businesses and organizations must maintain 6 feet of physical distancing within their establishments. Individuals within a public space must maintain 6 feet of social distancing from other individuals, unless they live in the same household.

Following the issuance of the order, Johnson County contacted the cities in Johnson County requesting that each city enter into a Government Enforcement Services Agreement to allow Johnson County the authority to enforce the public health order within the corporate city limits of Edgerton. The Draft Agreement is enclosed. A summary of the terms of the Agreement are listed below. Without this Agreement, Johnson County would not have the authority to enforce within the city limits of Edgerton.

1. The County shall provide enforcement of the Health Order within the city limits.
2. All expenses necessary to the operation of said enforcement shall be paid and provided for by the County.
3. The County and City shall each designate a liaison as the point of contact under this Agreement.
4. By entering into the Agreement, the Governing Body of the City consents to the County exercising local legislation and administration limited to the enforcement of the Health

Order within the corporate limits of the City. The Agreement does not infringe upon the City's home rule powers.

5. All prosecution of such violations will be in Johnson County Court. All fines collected shall be retained by Johnson County.
6. The City would agree to aid County in educating and promoting awareness of the Health Order within its city limits. The City further agrees to aid County in reporting, investigating, and testifying as to the noncompliance of the Health Order.
7. City shall be responsible for responding to Kansas Open Records Act ("KORA") requests received by City. County shall be responsible for responding to KORA requests received by County.
8. Either party to this Agreement shall have the right to terminate this Agreement upon notice to the other as set forth hereinafter.

City Attorney will review the Agreement prior to the City Council meeting and provide an comments during the meeting.

Related Ordinance(s) or Statue(s): n/a

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation:

Enclosed: Johnson County Board of Public Health Issue Order No. 002-20
Johnson County Frequently Asked Questions regarding Public Health
Order No. 002-20
Draft Government Enforcement Services Agreement For Johnson County
Local Health Officer Orders And County Board Of Health Orders

Prepared by: Beth Linn, City Administrator

JOHNSON COUNTY BOARD OF PUBLIC HEALTH ORDER NO. 002-20

Applicable within the entirety of Johnson County, Kansas

This Public Health Order is issued by the Board of County Commissioners of Johnson County, Kansas, sitting as the County Board of Health, on November 13, 2020 and is effective the 16th day of November 2020, at 12:01 A.M. to slow the spread of COVID-19 in Johnson County, Kansas pursuant to the authority provided in K.S.A. 65-119 and other applicable laws or regulations.

The Board, sitting and acting as the County Board of Health, upon a motion duly made, seconded, and carried adopted the following Order, to-wit:

WHEREAS, the United States Department of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020, with now more than 10,110,000 cases of the illness and more than 238,000 deaths as a result of the illness across the United States; and

WHEREAS, the World Health Organization declared a pandemic on March 11, 2020; and

WHEREAS, a State of Disaster Emergency was proclaimed for the State of Kansas on March 12, 2020; and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, et seq. and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 5121-5207 (the “Stafford Act”)); and

WHEREAS, as of this date, in Kansas there have been 109,225 reported positive cases of COVID-19 spread among all 105 counties, including 1,215 deaths; and

WHEREAS, on March 19, 2020, the Board of County Commissioners of Johnson County issued a state of local disaster emergency declaration, which was renewed and extended on May 28, 2020, and which remains in place at the time of this Order; and

WHEREAS, COVID-19 is a respiratory disease that spreads easily from person to person and may result in serious illness or death; and

WHEREAS, COVID-19 has resulted in 18,407 reported positive cases of COVID-19 in Johnson County and the deaths of 239 Johnson County residents; and

WHEREAS, the spread of COVID-19 endangers the health, safety, and welfare of persons and property within Johnson County, Kansas; and

WHEREAS, to reduce the spread of COVID-19, measures that are recommended and considered effective by the Centers for Disease Control and Prevention (“CDC”) include, among

other measures, avoiding close contact with other people and covering one's mouth and nose with a cloth face cover when in public settings; and

WHEREAS, the increased spread of COVID-19 also presents a serious threat to the continued effective operation of the local economy within Johnson County; and

WHEREAS, wearing a mask or other whole face covering in public venues reduces transmission of the virus, helps keep our businesses open and our economy running, and gets and keeps children in school; and

WHEREAS, the Kansas Governor's Executive Order 20-52, requiring the wearing of masks or other face coverings in public, remains in effect; and

WHEREAS, in general, large public gatherings lead to heightened risks of large-scale COVID-19 person-to-person transmission; and

WHEREAS, the intent of this Order is not to deprive any person or entity of any rights protected by the United States Constitution, the Kansas Constitution, or any other law, but merely to set forth restrictions which would best protect Johnson County residents against the community spread of COVID-19; and

WHEREAS, there are certain activities where the wearing of masks and face coverings is exempted pursuant to the terms of Executive Order 20-52 where customers may be in the proximity of others for extended periods of time (such as when customers may be eating or drinking), which means such activities present a heightened risk of a person infected with COVID-19 transmitting it to another person; and

WHEREAS, both the number of positive cases and the percentage of individuals tested with positive test results within Johnson County have increased greatly and significantly in the past weeks; and

WHEREAS, the intensive care units at the largest hospitals and all schools within Johnson County are in imminent risk of incapacity; and

WHEREAS, for the aforementioned and other reasons, and in recognition and furtherance of the County's responsibility to provide for and ensure the health, safety, security, and welfare of the people of Johnson County, requiring that masks or other face coverings be worn in public, limiting the size of public gatherings, ensuring physical distancing, and placing certain other restrictions on activities are all measures that can be taken to slow and reduce the spread of COVID-19.

NOW, THEREFORE, BE IT ORDERED by the Board of County Commissioners of Johnson County, Kansas, sitting and acting as the County Board of Health, that:

Section I. Social Distancing and Public Gatherings Provisions.

1. Individuals within a public space shall maintain 6 feet of physical distancing from other individuals, unless such individuals reside together, or an exception stated within Section I.3. of this Order applies. "Public space" means any indoor or outdoor space or area that is open to the public but does not include private residential property or private offices or workplaces that are not open to customers or public visitors.

2. Within a public space where a business or organization operates, such business or organization shall ensure that 6 feet of physical distancing is maintained between individuals and groups of individuals, unless such individuals reside together, or an exception stated within Section I.3. of this Order applies.

3. Exceptions to the 6 feet of physical distancing requirements stated within Sections I.1. and I.2. shall include:

a. Businesses and organizations that provide services that intrinsically require staff from the business or organization to be within less than 6 feet from one another or the customer, such as dentists, hair salons, barber shops, nail salons, chiropractors, massage services, tattoo parlors, medical services providers, and similar services, provided that staff wear protective face coverings as directed by Executive Order 20-52

b. Businesses where tasks completed by employees require such employees to work within 6 feet of one another.

c. While seated at a restaurant, bar, night club, or other business licensed to sell alcohol for on-premises consumption, individuals at the same table may be located within 6 feet of one another. However, there shall not be more than 8 individuals at any such table. Individuals seated in a bar area shall be located at least 6 feet from any other individuals seated in that area. Congregating of standing individuals in bar or waiting areas is prohibited. Also, all tables and individuals seated at a table shall be located at least 6 feet from any other tables and individuals seated at such tables.

d. Persons who have one or more physical barrier(s) between them and any other persons. "Physical barriers" shall be defined as a partition or wall at least 3' in height above the head of the persons so separated, and impervious to air circulation, e.g. a Plexiglas shield

4. Mass gatherings within specific enclosed, confined, or designated public spaces, whether indoors or outdoors, shall be limited to 50 total individuals or 50 percent of the capacity permitted under the applicable fire code, whichever is less, and subject to the requirement within Section I.1. and Section I.2. of this Order that individuals must maintain 6 feet of physical distance. In the absence of a capacity established under the applicable fire code, the mass gathering shall be limited to 50 total individuals, subject to individuals maintaining 6 feet of social distance pursuant to Section I.1. and Section I.2. of this Order. For purposes of defining mass gatherings, distinct buildings and distinct rooms shall be considered as distinct spaces. Any business or organization hosting or organizing a mass gathering (e.g. a conference) shall be responsible for ensuring individuals' compliance with the mass gathering and physical distancing requirements stated within this Order.

Activities within the following locations shall not be considered mass gatherings and shall not be subject to the above limitations on the number of individuals or percent of capacity:

- a. Restaurants;
- b. Bars, night clubs, and other businesses licensed to sell alcohol for on-premises consumption;
- c. Fitness centers and health clubs;
- d. Healthcare organizations; and
- e. Organizations providing funeral and burial services.

f. Retail stores

Businesses and organizations seeking to hold an event that is non-conforming to this section, such as a conference, wedding or other mass gathering in excess of the limit, shall submit a plan to the County specifying how they will ensure public safety during operations, in compliance with the other sections of this Order.

5. Outdoor and indoor entertainment venues with attendance in excess of 2,000 people may not host events for the duration of this Order.

6. The following are exempt from the mass gatherings limitations in Section I.4. of this Order, and are instead encouraged to maintain physical distancing as much as is feasible and to maintain 6 feet of physical distance between individuals who do not reside together, when feasible:

- a. Religious institutions and activities
- b. Election polling places;
- c. Licensed childcare facilities;
- d. Schools and activities within the purview of school's governing body; and
- e. Court facilities.

7. Masks or Other Face Coverings: Kansas Governor's Executive Order 20-52 regarding face coverings remains in effect.

Section II. Provisions Specific to Certain Activities.

1. Nail salons, barber shops, hair salons, tattoo parlors, dentists and other personal services businesses where 6 feet of physical distancing is not feasible must only serve customers for pre-scheduled appointments or online or text message check-in.

2. Fitness centers and health clubs must close locker rooms, except for when a portion of a locker room may be necessary to remain open for use as restroom facilities.

3. Fairs, festivals, carnivals, parades, and other similar events shall not occur. Gatherings for the purpose of political protest are excluded; however, such gatherings must abide by Section I.2 above.

4. All bars, night clubs, restaurants or other businesses licensed to sell alcohol for on-premises consumption must abide by a curfew and close by 12:00 A.M. (midnight) and remain closed for a minimum of four (4) hours. Any such establishment may continue to provide carryout, drive-through and delivery food and beverage services after 12:00 A.M. (midnight).

5. All restaurants must cease all in-person dining and abide by a curfew to close such in-person dining areas by 12:00 A.M. (midnight) and remain closed for a minimum of four (4) hours. Any such establishment may continue to provide carryout, drive-through and delivery food and beverage services after 12:00 A.M. (midnight).

6. All recreational and youth organized sports tournaments, games, practices, and related events may still occur, but attendance shall be limited to a maximum of 2 attendees per participant and such activities shall remain subject to the physical distancing and mass gathering

provisions included within Section I of this Order. Collegiate sporting events and sporting events governed by Kansas State High School Activities Association and/or school boards are not subject to these provisions but are strongly encouraged to abide by them at a minimum.

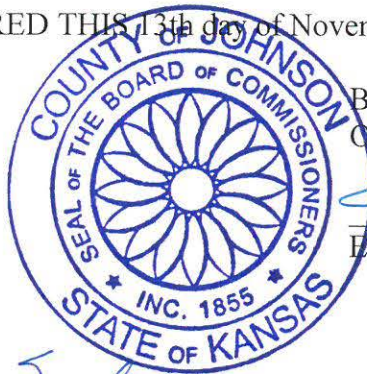
7. If a business or organization has multiple distinct components that fit within different portions of this Order, each distinct component shall be required to fit the requirements of this Order that apply most specifically to such component of the business or organization.

Section III. Lawful Order. This Order is a lawfully issued order pursuant to K.S.A. 65-202 and K.S.A. 65-119(a) and is also a “public health directive” as identified within Section 9 of 2020 Special Session House Bill No. 2016. Individuals and organizations within Johnson County are required to comply with this Order.

Section IV. Severability. If any portion of this Order is found or determined to be invalid, such finding, or determination shall only affect the portion of the Order that is at issue and shall not affect the validity of the remainder of the Order.

Section V. Effective Date; Conclusion. This Order is effective at 12:01 A.M. on Monday, the 16th day of November 2020, and shall remain in effect through 11:59 P.M. on Sunday, the 31st day of January, 2021, unless it is amended, revoked, or replaced.


IT IS SO ORDERED THIS 13th day of November 2020.



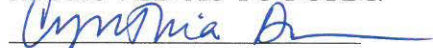
BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS


Ed Eilert, Chairman

ATTEST:


Lynda Sader
Deputy County Clerk

APPROVED AS TO FORM:


Cynthia Dunham
Interim Chief Counsel

FILED

NOV 13 2020

DEPUTY COUNTY CLERK
JOHNSON COUNTY KANSAS



Information on Johnson County's Public Health Order for Restaurants

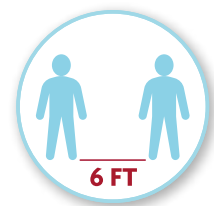
Preventing the spread of COVID-19

To help curb the spread of COVID-19 in our community, a Board of Public Health order to help slow the spread of COVID-19 in Johnson County went into effect at 12:01 a.m., on Monday, Nov. 16. The order will remain in effect through 11:59 p.m., on Sunday, Jan. 31, 2021, unless it is amended, revoked or replaced.

Overall, this order has provisions about the types of public spaces that will require 6 feet of physical distancing and limits mass gathering to 50 people or 50 percent of capacity allowed by a building's fire codes (whichever is less). The order prohibits certain types of large-scale events and contains provisions for restaurants and bars, recreational and youth organized sports, and fitness centers/health clubs.

6' of physical distancing

Businesses and organizations must maintain 6 feet of physical distancing within their establishments. Individuals within a public space must maintain 6 feet of social distancing from other individuals, unless they live in the same household.



Exceptions include:

- Private offices/workplaces which aren't open to the public or visitors.
- Businesses with tasks that require employees to work within 6 feet of each other.
- Spaces where physical barriers separate individuals.
- Restaurant or bar tables, where people can sit closer than 6 feet apart. Tables will be limited to 8 individuals and must be at least 6 feet from each other. Congregating in bar or waiting areas is prohibited.

Midnight closing

All restaurants, bars and nightclubs must close by 12 a.m. (midnight) and remain closed for four hours. Carryout, drive-through and delivery is permitted after 12 a.m. Restaurant or bar tables will be limited to 8 individuals and must be at least 6 feet from each other. Congregating in bar or waiting areas is prohibited.



50 or 50% exemptions

Restaurants, bars and nightclubs are exempt from the mass gatherings provision of the public order that limits gatherings in public spaces to 50 total individuals or 50 percent of the capacity permitted by the building's fire code, whichever is less.

To access the full Board of Public Health order:

jocogov.org/healthorder



Information on Johnson County's Public Health Order for Businesses

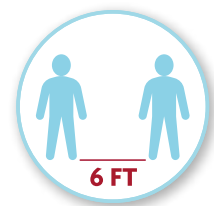
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Overall, this order has provisions about the types of public spaces that will require 6 feet of physical distancing and limits mass gathering to 50 people or 50 percent of capacity allowed by a building's fire codes (whichever is less). The order prohibits certain types of large-scale events and contains provisions for restaurants and bars, recreational and youth organized sports, and fitness centers/health clubs

6' of physical distancing

Businesses and organizations must maintain 6 feet of physical distancing within their establishments. Individuals within a public space must maintain 6 feet of social distancing from other individuals, unless they live in the same household.



Exceptions include:

- Private offices/workplaces which aren't open to the public or visitors.
- Businesses/organizations who provide services that require staff to be within 6 feet of their clients (such as nail salons, barber shops, medical service providers) provided staff wear face coverings as directed by Governor Kelly's mask order.
- Businesses with tasks that require employees to work within 6 feet of each other.
- Spaces where physical barriers separate individuals.

Mass gatherings

Mass gatherings within specific enclosed, confined, or designated public spaces, whether indoors or outdoors, are limited to 50 total individuals or 50 percent of the capacity permitted by the building's fire code, whichever is less. The mass gathering provision pertains to a distinct building or distinct room in a building. Exceptions include:



- Restaurants, bars/nightclubs
- Fitness centers and health clubs
- Healthcare organizations
- Organizations providing funeral and burial services
- Retail stores
- Religious institutions/activities
- Polling places
- Licensed childcare facilities
- Schools and school activities
- Court facilities

Other provisions

- Nail salons, barber shops, hair salons, tattoo parlors, dentists and other personal service businesses must require pre-scheduled appointments or online/text message check-ins – no walk-ins.
- Fitness centers and health clubs must close locker rooms except for portions used as restroom facilities.
- Outdoor and indoor entertainment venues with capacities in excess of 2,000 people may not host events. Fairs, festivals, carnivals, parades and similar events are prohibited.
- Businesses and organizations seeking to hold an event such as a conference, wedding or other mass gathering in excess of the limit must submit a plan to the Johnson County Department of Health and Environment specifying how they will ensure public safety during operations. Plans may be emailed to submitplan@jocogov.org

To access the full Board of Public Health order:

jocogov.org/healthorder

by and between:

and

WHEREAS, Resolution 108-20 is effective within all of the unincorporated areas of Johnson County, Kansas, and within any cities whose governing bodies have agreed to contract with the County for such services; and

WHEREAS, County and City are authorized to enter into an agreement for services pursuant to K.S.A. 12-2908; and

WHEREAS, County and City deem it in the interest of public health and safety to enforce the Health Order within the corporate city limits of City.

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties do agree as follows:

1. The County shall provide enforcement of the Health Order within the city limits of City, pursuant to Resolution 108-20. Amendments to the Health Order or other health orders issued by the Johnson County Board of Public Health or the Johnson County Local Health Officer may be included in this Agreement if the City agrees in writing to include those specific orders. The Parties agree that the form and scope of the City's subsequent agreement to include amendments to the Health Order or other health orders within the scope of this Agreement will be as authorized by the City's governing body in its sole discretion.
2. All expenses necessary to the operation of said enforcement shall be paid and provided for by the County. Notwithstanding the foregoing, nothing in this Agreement shall be construed so as to require County to pay for any of City's expenses incurred during any investigation, prosecution, or assistance in enforcement of the Health Order.
3. The County and City shall each designate a liaison as the point of contact under this Agreement.
4. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration limited to the enforcement of the Health Order within the corporate limits of the City, such that at the time of this Agreement, the Agreement does not infringe upon the City's home rule powers, pursuant to Article 12, Section 5 of the Kansas Constitution and K.S.A. 19-101a(4).
5. The City consents to the County's jurisdiction to prosecute violations of the Health Order that occur within the City's corporate boundaries in the Johnson County Court, pursuant to Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX. The City shall defer all prosecutorial decisions to the County and fines collected as a result of said prosecutorial efforts shall be retained by the County and the City shall make no claim or demand for any

portion of any fines collected by the County as a result of enforcement activity within the corporate boundaries of the City.

6. The City agrees to aid County in educating and promoting awareness of the Health Order within its city limits. The City further agrees to aid County in reporting, investigating, and testifying as to the noncompliance of the Health Order. The Parties agree that the City retains the sole, discretionary authority to decide what “aid”, “educating”, “promoting awareness”, reporting”, “investigating” to provide to County. Prior to County issuing a citation within City’s city limits, County will have a general expectation that City will have provided records and documentation sufficient to support a determination by County to issue a citation. In recognition of the varying circumstances that may occur on these matters, the City and County may enter into separate related agreements or memoranda of understanding. Also, the City and County may confer to arrive at other informal written or unwritten approaches to determine processes to coordinate with one another to effectuate this Agreement.
7. The following terms and conditions shall cover how the parties will handle records matters that are likely to arise within this Agreement:
 - A. City shall be responsible for responding to Kansas Open Records Act (“KORA”) requests received by City. County shall be responsible for responding to KORA requests received by County.
 - B. When the County files a uniform complaint and notice to appear in County Codes Court and a defendant or a defendant’s legal counsel completes a discovery request, County would ultimately be responsible for completing the discovery request response, but would rely upon assistance from City to ensure that all documents responsive to the discovery request could be provided in a timely fashion. County would gather and prepare to distribute to the defendant any documents County would possess that may be responsive to the request pursuant to state law, which may include but not be limited to records generated by City. County will also contact City to request that City provide County any and all records that may be responsive to the discovery request, which would also include any potentially exculpatory evidence. City would expeditiously locate such records and would not unreasonably withhold any such records, but would instead provide the documents as soon as practicable. County would then deliver the records responsive to the discovery request to the defendant or the defendant’s legal counsel.
8. Either party to this Agreement shall have the right to terminate this Agreement upon notice to the other as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing and

termination shall become effective upon the non-terminating party's receipt of such notice of termination. Notice shall be sent to:

COUNTY: Director of Department of Health and
Environment
Health Services Building
11875 S. Sunset Drive, Suite #300
Olathe, KS 66061

and

Johnson County Legal Department
Attn: Chief Counsel
111 S. Cherry Street, Suite 3200
Olathe, Kansas 66061

CITY: City of
Attn:
Address:

9. The right of the County and the City to enter into this Agreement is subject to the provisions of the cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County and the City shall at all times stay in conformity with such laws, and as a condition of this Agreement either party reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
10. This Agreement contains the entire agreement between the parties relating to the subject matter hereto. No amendment, waiver or modification of this Agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto, except to the extent this Agreement would authorize supplemental documents in conjunction with this Agreement, as described within Section 7 of this Agreement.
11. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
12. This Agreement shall become effective upon signature of approval of both parties and upon compliance of City with the provisions indicated within Section 5 of this Agreement, and shall continue in force and effect until terminated by either party as provided in Section 9 of this Agreement.

13. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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

JOHNSON COUNTY, KANSAS

CITY OF _____

Ed Eilert, Chairman

Name
Title

APPROVED AS TO FORM:

Assistant County Counselor

ATTEST:

Lynda Sader, Deputy County Clerk

City Council Action Item

Council Meeting Date: December 10, 2020

Department: Administration

Agenda Item: Consider an Agreement with the Johnson County Sheriff's Department for the Provision of Law Enforcement Services for Fiscal Year 2021

Background/Description of Item: The City of Edgerton contracts with the Johnson County Sheriff's Department to provide law enforcement services to the citizens of Edgerton. The services as described in the agreement for 2021 are identical as services provided in 2020 including the "Power Shift". The agreement includes providing law enforcement duties customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City. The County shall furnish and supply all necessary labor, supervision, equipment, communication facilities and supplies necessary to maintain these services.

The agreement states that generally the level of service shall be the same that is provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. A fully-manned patrol car shall ordinarily be stationed in the Edgerton district and an additional fully-manned patrol car or patrol cars shall be available as needed from adjacent districts. The Edgerton district shall have the following boundaries: the Johnson County line on the west and south; 167th Street on the north; and Gardner Road/Center Street to the east.

The 2021 Agreement also includes the same language from 2020 in Addendum Number 1 for the "Power Shift" which is a second patrol unit assigned to the residential area of Edgerton for 40 hours each week.

The City shall provide the Sheriff with sufficient advance notice of community events that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic or that may result in increased levels of law enforcement services to appropriately police the event. Additional costs for services shall be paid as allowed by the agreement.

The City shall provide (a) an attorney serving as municipal judge; (b) an attorney to prosecute all contested cases; and (c) a designated qualified court clerk to supervise the court docket and take responsibility for all court records. If the City fails to meet the above-mentioned standards, it is agreed that City ordinances will not be enforced by the Sheriff.

The highlights of the agreement are as follows:

Term of Agreement: January 1, 2021 – December 31, 2021
Cost for Policing Services: \$ 328,542
Cost for "Power Shift": \$ 132,545
Total Agreement Cost: \$ 461,087

The agreement provides for a fuel surcharge should the Sheriff Department incur average fuel costs that exceed the average price per gallon of \$2.00 used at the time of calculating the annual cost of the agreement. The fuel surcharge is calculated and billed to the City on a quarterly basis as an additional cost to the agreement. The amount billed is based on the average of actual fuel costs incurred for the most recent calendar quarter.

The City Attorney will review the agreement prior to City Council meeting.

Related Ordinance(s) or Statue(s): K.S.A. 12-2908, K.S.A. 12-2909

Funding Source: General Fund, Law Enforcement Department

Budget Allocated: \$466,087

Finance Director Approval: x 
Karen Kindle, Finance Director

Recommendation: Approve an Agreement with the Johnson County Board of Commissioners and the Johnson County Sheriff for the provision of law enforcement services for fiscal year 2021

Enclosed: Draft Agreement with the Johnson County Board of County Commissioners and the Johnson County Sheriff

Prepared by: Beth Linn, City Administrator

**AGREEMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES
FOR THE CITY OF EDGERTON, KANSAS
PERFORMED BY THE SHERIFF OF JOHNSON COUNTY, KANSAS**

This Agreement is made and entered into this _____ day of _____, 20____, by and among the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as the "County," and the City of Edgerton, Kansas, hereinafter referred to as the "City," and the Sheriff of Johnson County, Kansas, hereinafter referred to as "Sheriff."

WITNESSETH:

WHEREAS, the City desires to contract with the County for the provision of law enforcement services to be performed by the Sheriff; and

WHEREAS, the parties hereto have determined that such contracts are authorized and provided for under the provisions of K.S.A. 12-2908 et seq., as amended; and

WHEREAS, the governing body of the City did authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 20____; and

WHEREAS, the governing body of the County did authorize its Chairman to execute this Agreement by official vote of said body on the _____ day of _____, 20____; and

WHEREAS, pursuant to the provisions of K.S.A. 12-2909 the Sheriff has approved the making of this contract.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. Police Protection. The County, through the Sheriff, agrees to provide police protection within the corporate limits of the City and the hereinafter described Edgerton district of which the City is encompassed to the extent and in the manner set forth in this Agreement.

2. Scope of Services. Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type being within the jurisdiction of and customarily rendered by the Sheriff under the statutes of this State and the ordinances of the City.

3. Level and Area of Services. Except as otherwise herein provided, the level of service shall be that same basic level of service that is and shall be, during the term of this Agreement, provided for the unincorporated area of the County by the Sheriff with the specific agreement that such service shall be provided within the Edgerton district on a full-time basis, twenty-four (24) hours a day. It is understood and agreed that a fully-manned patrol car shall ordinarily be stationed in the Edgerton district and that an additional fully-manned patrol car or patrol cars shall be

available as needed from adjacent districts. The Edgerton district shall have the following boundaries:

The Johnson County line on the
west and south; 167th Street on
the north; and Gardner Road/Center Street
on the east.

4. Control of Services. The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County. In the event of dispute between the City and County as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the City and County.

5. Enforcement. Such services shall include the enforcement of State statutes and City ordinances, except as set forth in paragraph 7 of this Agreement.

6. Community Event Planning. The City shall provide the Sheriff with sufficient advance notice of community events that may result in attendance by large numbers of people, that may result in the blocking of roadways or in significant vehicular traffic, or that may result in increased levels of law enforcement services to appropriately police the event. Upon receiving such notice, the Sheriff or his designee shall confer with the City to determine what law enforcement services may be required for an event, shall assist the city in processing any special event permits for an event, and shall provide the agreed upon law enforcement services for an event. Additional costs for services shall be paid as allowed under Paragraph 18 of this Agreement.

7. Responsibility of City. To facilitate the performance of the services and functions by the Sheriff under this Agreement, it is hereby agreed that the County shall have full cooperation and assistance from the City, its officials, agents, and employees. In addition, the City agrees to provide a municipal court system with the following standards:

- (a) An attorney serving as municipal judge;
- (b) An attorney to prosecute all contested cases; and
- (c) A designated, qualified court clerk to supervise the court docket and take responsibility for all court records.

If the City fails to meet the above-mentioned standards, it is agreed that City ordinances will not be enforced by the Sheriff.

8. Responsibility of County. To facilitate the performance of the services and functions by the Sheriff under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered hereunder.

9. Law Enforcement Headquarters. When and if both parties hereto concur as to the necessity of maintaining a law enforcement headquarters within the City that would not normally be provided by the Sheriff, the City shall furnish, at its own cost and expense, all necessary office space together with utilities. All furniture and furnishings, office supplies, and telephone services shall be furnished by the County. It is expressly further understood that, in the event such local office is maintained in the City, such quarters may be used by the Sheriff in connection with the performance of his or her duties in the territory outside of the City and adjacent thereto, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

10. County Employees. All County personnel so employed in the performance of such services and functions for the City under this Agreement shall be County employees, and no such person so employed shall be entitled to receive any City pension or any status or right of City employment.

11. Commissioned City Police Officers. Subject to the provisions of paragraph 10 and for the purpose of effectively performing such services and functions as are within the scope of this Agreement and for the purpose of giving official status to the performance thereof, every officer of the Sheriff's Office engaged in performing any such service and function within the scope of this Agreement shall be deemed to have the powers of municipal police officers of the City while performing such service for the City. Such officers of the Sheriff's Office shall be commissioned as City police officers for purposes of this Agreement.

12. Limitation of City's Liability. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County or Sheriff personnel performing services hereunder for the City, or any liability other than that provided for in this Agreement. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County or Sheriff's officer or employee for injury or sickness arising out of his or her employment. The County shall defend, indemnify, and hold harmless the City from any claims or demands asserted against the City for acts or omissions by the Sheriff or County, or their officers or employees, in performing the services set forth herein.

13. Limitation of County's Liability. The Sheriff or County, their officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of the City or of any official or any employee thereof.

14. Effective Date. Unless terminated earlier as provided for herein, this Agreement shall be effective for the period of January 1, 2021 through December 31, 2021. At the option of the City, with the consent of the County and the Sheriff, this Agreement shall be renewed for successive periods of not to exceed one year each. In the event the Sheriff fails to approve in writing such renewal within thirty (30) days of its submission to the Sheriff, this Agreement shall be null and void.

15. Renewal. In the event the City desires to renew this Agreement for any succeeding period, the mayor of the City, not later than two (2) months preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than thirty (30) days prior to the expiration date of this Agreement, shall notify the City of its

willingness to accept such renewal for an additional one-year period or such other term as may be deemed advisable; provided, that should the mayor of the City notify the Sheriff of the City's desire to renew this Agreement at a date later than two (2) months preceding the expiration date of this Agreement, the Sheriff, not later than thirty (30) days following receipt of the City's intent to renew, shall notify the City of its willingness to accept such renewal for an additional one-year period or such other term as may be deemed advisable, and this Agreement shall not otherwise terminate at the end of the Agreement period until the provisions of this section governing renewal have been satisfied or said Agreement is otherwise terminated in accordance with paragraph 16; provided further, that should for any reason the parties hereto fail to renew this Agreement in the manner set forth hereinabove, the Sheriff, unless otherwise notified to the contrary in writing by the City, shall have the authority to continue to provide such police protection consistent with the terms and provisions of this Agreement and to the extent and in the manner hereinbefore set forth for an extended period not to exceed sixty (60) days following termination date of this Agreement for purposes of allowing the parties to negotiate a new Agreement.

16. Termination. Notwithstanding the provisions of the paragraph hereinbefore set forth, either the County or the City may terminate this Agreement as of the first day of any month of any year upon notice in writing to the other party if not less than one (1) calendar month prior to the date of such termination.

17. Cost. The City agrees to pay the County, subject to the limitations of paragraph 20, the amount of Three Hundred Twenty-Eight Thousand Five Hundred and Forty-Two Dollars (\$328,542) as the costs of performing all services covered by this Agreement (excluding Addendum Number 1), and agrees to pay an additional One Hundred Thirty-Two Thousand, Five Hundred and Forty-Five Dollars (\$132,545) for the services described in the attached Addendum Number 1 to this Agreement, for a total cost (including Addendum Number 1) of Four Hundred Sixty-One Thousand and Eight-Seven Dollars (\$461,087); provided, that if the cost of providing the service under this Agreement changes, the City shall be notified of each such change in writing; provided, further, that in the event the City alters or extends its boundaries and/or requests a second unit to provide service hereunder, then the cost of performing all services covered by this Agreement may be renegotiated and mutually agreed upon, by supplemental writing, by and between the Sheriff and City. "Cost" as used herein shall not include items of expense attributable to service or facilities normally provided or made available to the entire County as part of the Sheriff's obligation to enforce State law. All monetary considerations paid by the City to the County pursuant to this Agreement shall be expended by the County solely for law enforcement purposes in accordance with K.S.A. 12-2909.

18. Additional Expenses. To the extent that the Sheriff's Office incurs overtime expenses for the purpose of providing officers to appear as witnesses to testify in the City's Municipal Court or for special events, such overtime expenses shall be billed as an additional cost hereunder, provided, however, that overtime hereunder shall not exceed Five Thousand Dollars (\$5,000) during the term of this Agreement. Further, to the extent that the Sheriff's Office incurs average fuel costs that exceed the average price per gallon of \$2.00 used at the time of calculating the Cost stated in paragraph 17 above, a surcharge shall be billed to the City as an additional cost hereunder, which surcharge shall represent a variable quarterly fuel adjustment based on the average of actual fuel costs incurred for the most recent calendar quarter.

19. Payment of Cost. The cost to the City shall be paid out of that portion of the general fund budgeted for police purposes and funded by the general levy of said City or other appropriate means of funding subject to the limitation of paragraph 20.

20. Cash Basis Obligation. Any indebtedness or obligation of the City pursuant to this Agreement shall never exceed the amount of funds actually on hand in the treasury of the City for such purpose. In addition, this Agreement shall be construed to be in compliance with K.S.A. 10-1101 et seq., and any construction contrary to the provisions of the above-mentioned statutes shall make this Agreement null and void. Pursuant to the above terms of this paragraph, the County shall render to the City at the close of each calendar quarter an itemized statement covering all services performed during said quarter, and the City shall pay to the County therefore within twenty (20) days after receipt of such statements.

21. Ownership of Property. Any property acquired by the County for use in carrying out the terms of this Agreement shall be held as the sole and separate property of the County, and upon the termination of this Agreement may be disposed of at the sole discretion of the County.

22. Notice. For the purpose of any notice in writing required herein, any such notice to the County shall be addressed to the Johnson County Sheriff, 27747 W. 159th Street, New Century, Kansas, 66031. Any notice to the City shall be addressed to the City Clerk, City Hall, Edgerton, Kansas 66021.

23. Not Interlocal Agreement. This Agreement, made pursuant to K.S.A. 12-2908 et seq., as amended, shall not be regarded as an Interlocal Agreement under the provisions of K.S.A. 12-2901 et seq. and amendments thereto.

24. Renewal by Amendment. This Agreement may be renewed by reference to this original document, and any amendments thereto may make reference to this original document by paragraph or in total.

25. Agency. Pursuant to K.S.A. 12-2909, the Sheriff shall be assigned responsibility for the enforcement of the City's ordinances, and any officer of the Sheriff is eligible thereunder upon assignment by the Sheriff or his or her designated agent.

26. Severability. It is the intent of the parties hereto in the preparation and execution of this Agreement to avoid a conflict with the applicable laws of the state of Kansas and if any provision herein is found to be in conflict with any state law or is deemed or held to be unconstitutional, invalid or unenforceable, it is the intent of the parties hereto that such provision shall have no force and effect and the remainder of the Agreement shall be valid as though such conflicting, unconstitutional, invalid or unenforceable provision were not contained herein.

27. Entire Agreement. This Agreement represents the entire agreement among the City, County and Sheriff and supersedes all prior agreements, understandings or promises, whether oral or written, among the parties hereto.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed in five (5) counterparts on the day and year first above written.

CITY OF EDGERTON, KANSAS

Donald Roberts, Mayor

ATTEST:

Alexandria Clower, City Clerk

APPROVED AS TO FORM:

Lee W. Hendricks
City Attorney

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Ed Eilert, Chairman

ATTEST:

Linda Sader, Deputy County Clerk

SHERIFF OF JOHNSON COUNTY, KANSAS:

Calvin Hayden, Sheriff

APPROVED AS TO FORM:

Nicholas Saldan
Assistant County Counselor

ADDENDUM NUMBER 1

A second patrol unit will be assigned to the City of Edgerton only for 40 hours per week, 52 weeks per year. This unit would work a power shift that would be scheduled for peak call load periods or to address specific concerns in particular neighborhoods or traffic ways. This unit could be scheduled to overlap the shift change in the afternoon or late evening.

This patrol unit shall have the following boundaries

Morgan Street / W 199th Street on the north,
Sunflower Road on the east,
W 8th Street / Edgerton Road on the west, and
Braun Street/ W 207th Street on the south

A second Patrol unit as described above would cost \$132,545. That cost was calculated as follows:

One (1) Deputy	\$ 102,858	
Relief Deputy	\$ 20,572	(15% of primary Deputy costs)
Vehicle	\$ 4,500	(23% of annual usage)
Vehicle Maintenance	\$ 1,543	(23% of annual usage)
Vehicle Fuel	\$ 3,072	(23% of annual usage)
Total	\$ 132,545	

City Council Action Item

Council Meeting Date: December 7, 2020

Department: Public Works

Agenda Item: Consider Relocation And Reimbursement Agreement With KPC Pipeline, LLC For The 207th Street Grade Separation Project

Background/Description of Item:

The 207th Grade Separation Project is scheduled for construction in 2021. Part of the construction schedule is to coordinate utility relocation with KPC Pipeline LLC. There are 3 pipelines that cross Edgerton from north to south, generally located between West 4th Street and West 3rd Street. KPC Pipeline or their designee is required to conduct any work on these pipelines.

Proposed grades for 207th require the adjustment of the pipelines to maintain clearance and minimum depths. Plans were provided to KPC in early 2020 in order for them to review and accept the proposed changes.

In the agreement is an estimated cost for KPC Pipeline to relocate the pipeline. The agreement starts with an estimated price, in this case \$448,000. The City makes payment based on the estimate, and KPC Pipeline starts work. Upon completion of the work, if the actual costs are lowered, funds are returned to the City. If the actual costs are greater, a new cost is submitted to the City for payment. The project budget includes sufficient funding for this cost.

A draft agreement has been included with this agenda item. Staff is working with KPC Pipeline to finalize the agreement. Staff will work with City Attorney to finalize the draft agreement and would recommend the City Council authorize the Mayor to sign the Agreement pending approval from the City Attorney.

Related Ordinance(s) or Statue(s):

Funding Source: LPKC Phase I Public Infrastructure Fund

Budget Allocated: \$15,000,000

Finance Director Approval:  Karen Kindle, Finance Director

Recommendation: Approve an Agreement With KPC Pipeline, Authorizing the Mayor to Execute Said Agreement Pending Approval by City Attorney

Enclosed: Draft Relocation And Reimbursement Agreement With KPC Pipeline, LLC

Prepared by: Dan Merkh, Public Works Director

RELOCATION AND REIMBURSEMENT AGREEMENT

THIS RELOCATION AND REIMBURSEMENT AGREEMENT (the “Agreement”), is made and entered into this _____ day of _____, 2020, by and between the **CITY OF EDGERTON, KANSAS**, a Kansas Municipality, hereinafter referred to as “City” whose mailing address is 404 East Nelson, Edgerton, Kansas 66021, and **KPC PIPELINE, LLC**, a Delaware Limited Liability Company authorized to conduct business in the State of Kansas successor in interest to PostRock KPC Pipeline, LLC, (KPC), successor in interest to Quest Pipelines (KPC) (successor in interest to Enbridge Pipelines (KPC) and Phillips Pipe Line Company), hereinafter referred to as “Company”, whose mailing address is 19970 West 161st Street Olathe, KS 66062 (collectively, the “Parties” and each individually, a “Party”).

WITNESSETH:

WHEREAS, Company is the owner of a High Pressure Natural Gas Pipelines (the “Pipeline”), located in an easement obtained through negotiations or certain eminent domain proceedings promulgated by Phillips Pipe Line Company (predecessor in interest to the Company) dated:

Easements of record (inserted here) City to provide title work on adjoining properties to determine.

the aforementioned easement (the “Easement”) being more particularly identified on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS City owns a public road right-of-way named **207th Street**, by virtue as a Road Improvement Project, with County road right of way documents (road record) recorded in Johnson County, Kansas; and

WHEREAS, City desires that the Pipeline be relocated in connection with improvements being made by the **City 207th Street (the “Improvements”)** located in part of the; **South ½ of Section 7, Township 15, Range 22 AND North ½ Section 18, Township 15, Range 22, in Johnson County, Kansas; and**

WHEREAS, under the terms of this Agreement, Company is willing to relocate the Pipeline to accommodate the Improvements.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the Parties herein contained, Company and City hereby agree as follows:

1. Company will relocate, adjust, and/or protect the Pipeline (the “Work”) located within the Easement and the public road right-of-way for the Improvements, as shown on **Exhibits A and B** attached hereto and made a part hereof. Company further agrees to furnish or subcontract all labor, tools, materials and equipment necessary for the Work, PROVIDED CITY AGREES TO PAY FOR ALL COSTS ATTRIBUTABLE THERETO.
2. The “Estimated Costs” for the Work are estimated to be Four Hundred Forty Eight Thousand dollars (**\$448,000.00**) as shown on **Exhibit C** attached hereto and made a part hereof. By signing this Agreement, the parties acknowledge that the Estimated Costs are purely an estimate of the expense of the Work.
3. City agrees to pay Company the Estimated Costs for the Work in the following manner: An itemized invoice shall be sent to the City by Company reflecting the amount equal to 100% of the Estimated Costs incurred by Company for the Work, as evidenced by **Exhibit C**. Within thirty (30) days after the receipt of an invoice from Company, City shall pay the Estimated Costs to Company at the following address:

KPC Pipeline, LLC
Attn. Robert Clover
19970 West 161st Street
Olathe, Ks 66012
4. For purposes of this Agreement, “Actual Costs” shall include all actual fees and expenses incurred by Company both before and after execution of this Agreement for engineering, operations, land, attorneys, appraisers, and other experts, in connection with the negotiation of this and other Agreements with the City pertaining to the Work, the negotiation and acquisition of easements whether through negotiated settlements or condemnation, other legal and appraisal costs, and the handling of encroachment work in connection with the project, but limited to the Scope, Assumptions, and Amount set forth in **Exhibit C**.
5. After completion of the work and determination of the Actual Costs, in the event the Actual Costs for the Work exceed the Estimated Costs paid by City, the Parties agree to adjust the payment due Company from City by execution of a Supplemental Agreement in substantially the form of **EXHIBIT D** attached hereto and made a part hereof. Company reserves the right to adjust hourly rates and equipment charges to the effective current year hourly rates and charges for services provided under future supplemental agreements.
6. In the event that the Actual Costs for the Work are less than the Estimated Costs paid by the City, Company shall return to City the balance of the Estimated Costs advanced within thirty (30) days of the date that Company issues a Certificate of Full

Completion (as defined herein) for the Work and provides such Certificate to City.

“Full Completion” shall mean that the Company shall have completed all of the Work.

The Certificate of Full Completion shall be in substantially the form attached hereto as **Exhibit E** attached hereto and made a part hereof. The City shall, within ten (10) days following delivery of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion, and, if satisfied, shall promptly notify Company in writing. Such notice to Company shall constitute City’s acceptance of the Work and full satisfaction of the Company’s obligations hereunder.

7. In the event the City fails to pay the difference between Actual and Estimated Costs as required by this Agreement (and as described in Paragraph 5, above), Company shall have the right to stop the Work, without obligation or liability, and the Pipeline shall remain in place as it exists on the date of this Agreement and/or Company, at its election, shall have the right to take whatever actions are deemed necessary by Company in its sole discretion to protect the Pipeline.
8. In the event City, for whatever reason, requires additional work to be done or materials to be used by Company not contemplated by or in Company’s estimate of the Work, as shown on **Exhibit C**, City agrees to pay Company all additional direct or indirect costs incurred by Company to satisfy such additional requirements made by City. Company further reserves the right, upon written demand, to secure additional advances from City in the event City alters its plans in any manner or changes the scope of the Work. Any such advances shall be agreed upon in writing by Company and City under a Supplemental Agreement as set forth in Paragraph 5 above and **Exhibit D**.
9. Subject to natural gas commitments and other delays caused by force majeure, Company will endeavor with all due diligence to complete the Work before [REDACTED], 2020.
10. To the extent permitted by law, and subject to the provisions of the Kansas Tort Claims Act, Company agrees to indemnify and hold City, its employees, agents, independent contractors and consultants (collectively, the “City Indemnified Parties”) harmless from and against any and all suits, claims, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys’ fees, resulting from, arising out of, or in any way connected with:
 - a. the negligence or willful misconduct of Company, its employees, agents, independent contractors and consultants in connection with the performance of the Work; and
 - b. any delay or expense resulting from any litigation filed against the Company by any member or shareholder of the Company, any prospective investor,

prospective partner or joint venture partner, lender, co-proposer, architect, company, consultant or other vendor.

This section shall not apply to willful misconduct or negligence of City or its employees, agents, contractors and consultants. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act

("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Company is permitted to conduct any of Company's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

11. At all times while this Agreement is in effect, Company shall maintain insurance as required by **Exhibit F**, attached hereto and incorporated herein by reference.
12. Company, for itself, its successors and assigns, and any third party with whom Company has contracted for the performance of the Work, agrees that in performance of the Work the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, disability, national origin or ancestry.
13. Nothing in this Agreement shall in any way modify, waive or abandon any right, title or interest Company has in and to the above described easement.
14. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.
15. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas, including, but not limited to, the Kansas Cash Basis law. The unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision(s), or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In the event it shall become necessary for either Party to commence litigation to enforce any

provisions of this Agreement, in addition to any other relief awarded, the prevailing Party shall be entitled to recover its costs of suit, including its reasonable attorney's fees. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas, or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

16. The terms of this Agreement shall constitute covenants running with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. The obligations of the Parties herein shall survive the termination of this Agreement, unless otherwise provided. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.
17. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
18. This Agreement may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their successors in interest in writing.
19. Time is of the essence of this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, we hereunto set our hands and deals on the day and year below our signatures indicated.

CITY OF EDGERTON, KANSAS

By: _____

Title: _____

State of Kansas)

) SS

County of Johnson)

Municipal Acknowledgment

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on the _____ day of _____, 2020, personally appeared _____, who being duly sworn, did say the he/she is _____ for The City of Edgerton, Kansas, a municipal corporation duly organized in accordance with the laws of the state of Kansas, and said instrument was signed on behalf of _____ and _____ acknowledged said instrument to be the free act and deed of said municipality.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year written above.

Notary Public

My Commission Expires: _____

KPC Pipeline, LLC

By: _____
Lee W.C. Bullock, President

STATE OF KANSAS §
 §
COUNTY OF SEDGWICK §

On this _____ day of _____, 2020, before me, the undersigned NOTARY PUBLIC, personally appeared **LEE W.C. BULLOCK**, known to me (or satisfactorily proven) to be the person whose name is subscribed as **PRESIDENT, of KPC PIPELINE LLC**, and acknowledged that he, as such being **PRESIDENT** authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said **KPC PIPELINE LLC**, by himself as **PRESIDENT**.

My Commission Expires:

Notary Public

EXHIBIT A
KPC PIPELINE, LLC. EASEMENTS

EXHIBIT B
CITY OF EDGERTON
207th STREET IMPROVEMENT PROJECT

EXHIBIT C
KPC PIPELINE, LLC
ACTUAL COSTS FOR THE WORK (ESTIMATED)

Replacement of 1 – 10” P-60 Pipeline
Replacement of 1 – 8” P-50 Pipeline
Pipeline Crossing on 207th Street in Edgerton, Ks
BID PROPOSAL

Bid Proposal HDD

Tucker Construction Co.	\$355,000
Wireline Adder	\$13,760
Pipe and Materials	\$38,000
Third Inspection or KPC Personnel	\$28,000
Project Management	\$8,000
Easement Acquisition and Appraisal	\$16,500
Compensation and Damages	\$25,000
Survey	\$14,500
Legal and Professional Services	\$35,000
Total	\$533,760

OR

Bid Proposal Open Cut

Tucker Construction Co.	\$302,000
Pipe and Materials	\$19,000
Third Inspection or KPC Personnel	\$28,000
Project Management	\$8,000
Easement Acquisition and Appraisal	\$16,500
Compensation and Damages	\$25,000
Survey	\$14,500
Legal and Professional Services	\$35,000
Total	\$448,000

*This bid does **not** include any traffic control, removal and disposal of roadway material including asphalt, restoration of asphalt, restoration of grass within temporary easement area.

EXHIBIT D

SUPPLEMENTAL AGREEMENT NO. ____ TO RELOCATION AND REIMBURSEMENT AGREEMENT CITY OF SHAWNEE, KS

THIS SUPPLEMENTAL AGREEMENT (the “Supplemental Agreement”), is made and entered into this _____ day of _____, 2020, by and between the **CITY OF EDGERTON, KANSAS**, a Kansas Municipality hereinafter referred to as “**City**” whose mailing address is 404 East Nelson, Edgerton, Kansas 66021, and **KPC PIPELINE, LLC**, a Delaware Limited Liability Company authorized to conduct business in the State of Kansas, successor in interest to PostRock Pipeline, LLC, (KPC), Quest Pipelines (KPC) (successor in interest to Enbridge Pipelines (KPC), and Phillips Pipe Line Company), hereinafter referred to as “**Company**”, whose mailing address is 19970 West 161st Street Olathe, KS 66062 (collectively, the “**Parties**” and each individually, a “**Party**”).

WITNESSETH:

WHEREAS, City and Company have previously entered into that certain Relocation and Reimbursement Agreement, dated _____, 2020 (“the Agreement”), pursuant to which, in connection with the Improvements, the City agreed to pay the Actual Costs incurred by Company in performing the Work (all capitalized terms used herein shall have the meaning used in the Agreement unless specifically stated otherwise)., (City project number _____), hereinafter referred to as the “**Project**”; and

WHEREAS the Agreement provides that the Reimbursement to be paid to Company by City may be adjusted by a Supplemental Agreement; and

WHEREAS this Supplemental Agreement No. ____ is to provide reimbursement for up to 100% of the additional estimated costs of the Work as outlined in **Exhibit G** to this Supplemental Agreement No. ____; and

WHEREAS, Company has incurred certain additional costs associated with the Work; and

WHEREAS the City is authorized and empowered to contract with the Company for the necessary additional costs related to the Work under the Agreement, and necessary funds for the payment of said costs are available.

NOW THEREFORE, for and in consideration set forth in the Agreement, the forgoing recitations and the promises and covenants contained herein, the Parties hereby agree as follows:

- A. That the Compensation under the Agreement be amended by adding the fees as indicated in **Exhibit G** attached hereto and made a part hereof, which shall be in addition to the fees provided in the Agreement. City agrees to pay Company an amount not to exceed

_____ dollars (\$_____), including reimbursables. This Supplemental Agreement raises the total estimated cost of the Project to \$_____, and the maximum Actual Costs paid by City to Company to \$_____ for the Work. This is the total of the original fee of \$_____ for the Agreement, plus \$_____ for this Supplemental Agreement. Any compensation for additional costs related to the Work incurred by Company and owed by City shall be agreed upon in a subsequent Supplemental Agreement.

- B. That **Exhibit C** of the Agreement is hereby amended to include the costs and scope of work as outlined in **Exhibit G** attached hereto and made a part thereof.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Supplemental Agreement, including all policies of insurance which shall cover the Work authorized by this Supplemental Agreement.

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

CITY OF EDGERTON, KANSAS

By: _____

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

KPC PIPELINE, L.L.C.

By: _____
Lee W.C. Bullock

President
EXHIBIT E

INSURANCE REQUIREMENTS

- A.** Company shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Company's bid.
- B.** Company shall maintain the following coverages and minimum limits.
1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit including explosion, collapse and underground. Any general aggregate limit should be at least \$2 million. Policy must include Hazardous Materials endorsement CG2278 or equivalent.
 2. Business Auto Coverage: (*Owned and non-owned autos*) \$1,000,000 per occurrence limit.
 3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employer's liability limits of \$500,000/\$500,000/\$500,000. When workers compensation insurance policy is applicable "other states" coverage is required.
 4. Umbrella Liability: minimum limit of \$1,000,000 excess of Commercial General Liability and Automobile Liability.
 5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
 6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Company nor has the CITY assessed the risk that may be applicable to Company. Company shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Company's insurance shall be primary, and any insurance or self-insurance maintained by the City shall be excess and not contribute with the coverage maintained by Company.
- C.** Additional Insured. The City shall be listed by ISO endorsement or its equivalent as additional insureds for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D.** Verification of Coverage.
1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations.
 2. The insurance coverages are to be provided by Kansas admitted insurance companies with a Best's rating of at least A-: VII. Those not admitted must be approved by City.
 3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claim's office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Company.
 4. The commercial general liability policy shall not contain an endorsement excluding contractual or completed operations liability.
 5. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
 6. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.
- E.** Cancellation. Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days' advance written notice has been given to the City.
- F.** Subcontractors. All coverages for subcontractors shall be subject to all of the requirements stated herein.

EXHIBIT F
CERTIFICATE OF FULL COMPLETION

*Pursuant to **Paragraph 6** of the Agreement, the City shall, within ten (10) days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

CERTIFICATE OF FULL COMPLETION

The undersigned, **KPC PIPELINE, LLC**(the “**Company**”), pursuant to that certain Agreement dated as of _____, 2020, between the **City of Edgerton, Kansas** (the “**City**”) and the Company (the “**Agreement**”), hereby certifies to the City as follows:

1. That as of _____, 20____, the relocation of the Pipeline (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. The Project has been completed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).
3. Lien waivers for applicable portions of the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to relocation of the Pipeline, Company has provided the City with a bond or other security reasonably acceptable to the City.
4. This Certificate of Full Completion is being issued by the Company to the City in accordance with the Agreement to evidence the Company’s satisfaction of all obligations and covenants with respect to the Project.
6. The City’s acceptance of this Certificate shall evidence the satisfaction of the Company’s agreements and covenants to relocate the Pipeline.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20____.

KPC PIPELINE, L.L.C.

By: _____

Name: _____

Title: _____

ACCEPTED:
CITY OF EDGERTON, KANSAS

By: _____

Name:

Title:

(Insert Notary Form(s) and Legal Description)

City Council Action Item

Council Meeting Date: December 10, 2020

Department: Community Development

Agenda Item: Consider Ordinance No. 2056 Amending Chapter VIII, Article 4, Of The City Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith

Background/Description of Item:

On October 22, 2020 the Governing Body held a Work Session to review the City of Edgerton Municipal Code as it relates to several code enforcement topics. Chapter VIII, Article 4, *Junked Motor Vehicles on Private Property* outlines the city's process for defining junked motor vehicles on private property, the procedures to abate and the violation process. Pursuant to discussions held during the work session and review of the code section with the City Attorney, City Staff updated this Chapter and Article of the Municipal Code. A red-lined version is included so that all updates may be reviewed. Here is a list which encompasses the larger edits:

- Changed the title to read "Junked/Inoperable Motor Vehicles on Private Property" to encompass all inoperable vehicles on private property, not just those in a junked state.
- The definition of Motor Vehicles was expanded to include recreational vehicles, trailers, truck campers, boats and jet skis. The applicable definitions for those items were also included.
- The section addressing fully operable vehicles being in violation of this Chapter if not moved for 30 days was removed.
- The storage of vehicles at a business enterprise will be moved to the Unified Development Code (UDC) as it references compliance with a zoning designation and vehicle screening, both topics governed by the UDC.
- In reference to requests for a hearing on a violation of this section, "or its designated representative" was added to Sections 8-408 and 8-412 to allow the Governing Body to designate a representative to act on their behalf in this capacity. The hearing process referenced in Section 8-412 is not meant to be a judicial hearing and need not be conducted according to the formal rules of evidence. The judge for the City of Edgerton may not be named as the designated representative but the Governing Body may name the City Attorney to act in this role. The Governing Body may name its designated representative prior to a hearing request being received.
- A "Restoration Permit" section was created which allows a resident to perform restoration work on a vehicle without being in violation of this section.

The City Attorney has reviewed attached draft Ordinance 2056 for the Governing Body's consideration.

Related Ordinance(s) or Statue(s): City of Edgerton Ordinances 795 (2005), 696 (1998), 683 (1997), 671 (1996), 659 (1995), 640 (1994), 482 (1980), and 321 (1955).

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approval Of Ordinance No. 2056 Amending Chapter VIII, Article 4, Of The City Code Of The City Of Edgerton, Kansas And Repealing All Ordinances Or Parts Of Ordinances In Conflict Therewith

Enclosed: Red lined version of Chapter VIII, Article 4
Draft Ordinance 2056

Prepared by: Katy Crow, Development Services Director

ARTICLE 4. JUNKED/INOPERABLE MOTOR VEHICLES ON PRIVATE PROPERTY

8-401. FINDINGS OF GOVERNING BODY. The governing body finds that junked, wrecked, dismantled, inoperative or abandoned vehicles, recreational vehicles, trailers, truck campers, jet skis and boats affect the health, safety and general welfare of citizens of the city because they:

- (a) Serve as a breeding ground for flies, mosquitoes, rats and other insects and rodents;
- (b) Are a danger to persons, particularly children, because of broken glass, sharp metal protrusions, insecure mounting on blocks, jacks or other supports;
- (c) Are a ready source of fire and explosion;
- (d) Encourage pilfering and theft;
- (e) Constitute a blighting influence upon the area in which they are located;
- (f) Constitute a fire hazard because they frequently block access for fire equipment to adjacent buildings and structures. (Ord. _____, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-402. DEFINITIONS. As used in this Article, unless the context clearly indicates otherwise:

- (a) Inoperable - means a condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the function or purpose for which it was originally constructed.
- (b) Vehicle - means, without limitation, any automobile, truck, tractor or motorcycle which as originally built contained an engine, regardless of whether it contains an engine at any other time.
- (c) Recreational Vehicle – means a vehicular-type unit built on or for use on a chassis and designed primarily as living quarters for recreational, camping, vacation or travel use, and which has its own motive power or is mounted on or drawn by another vehicle.
- (d) Trailer – means every vehicle without motive power or an engine designed to be towed behind a motor vehicle.
- (e) Truck Camper – means any structure designed, used or maintained primarily to be loaded on or affixed to a motor vehicle to provide a mobile dwelling, sleeping place, office or commercial space.
- (f) The term Motor Vehicle as used in this Article shall include vehicles, recreational vehicles, trailers, truck campers, jet skis and boats.
(Ord. _____, 2020; Ord. 932, 2012; ~~Ord.~~ 794, 2005; Ord. 638, 1993)
(b)

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8-403. NUISANCES UNLAWFUL; DEFINED; EXCEPTIONS. It shall be unlawful for any person to maintain or permit any motor vehicle nuisance within the city.

- (a) A motor vehicle nuisance is any motor vehicle which is not currently registered or tagged pursuant to K.S.A. 8-126 to 8-149 inclusive, as amended; or parked in violation of city ordinance; or incapable of moving under its own power; or in a

junked, wrecked or inoperable condition. Any one of the following conditions shall raise the presumption that a vehicle is junked, wrecked or inoperable;

- (1) Absence of a current registration plate upon the vehicle;
- (2) Placement of the vehicle or parts thereof upon jacks, blocks, or other supports;
- (3) Absence of one or more parts of the vehicle necessary for the lawful operation of the vehicle upon street or highway.

(4) The provisions of this article shall not apply to any motor vehicle which is enclosed in a garage or other building.

(3)

(b) The provisions of this ordinance shall not apply to:

(1) Any motor vehicle which is enclosed in a garage or other building;

(2) To the parking or storage of a vehicle inoperable for a period of 30 consecutive days or less; or

(3) To any person conducting a business enterprise in compliance with existing zoning regulations or who places such vehicles behind screening of sufficient size, strength and density to screen such vehicles from the view of the public and to prohibit ready access to stored vehicles by children. However, nothing in this subsection shall be construed to authorize the maintenance of a public nuisance. (Ord. _____, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

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8-404. PUBLIC OFFICER. The governing body shall designate a public officer to be charged with the administration and enforcement of this article. (Ord. 794, 2005; Ord. 638, 1993) (See Resolution No. 09-22-05)

8-405. COMPLAINTS; INQUIRY AND INSPECTION. The public officer ~~shall~~ may make inquiry and inspection of premises when he or she observes conditions which appear to constitute a nuisance or is informed that a nuisance may exist by the board of health, or police or fire personnel, upon receiving a complaint or complaints in writing signed by two or more persons stating that a nuisance exists and describing the same and where located or is informed that a nuisance may exist by the board of health, or police or fire personnel. The public officer may additionally make such inquiry and inspection upon receipt of a complaint stating that a nuisance exists, when he or she observes conditions which appear to constitute a nuisance. Upon making any inquiry and inspection the public officer shall make a written report of findings. (Ord. _____, 2020; Ord. 932; Ord. 794, 2005; Ord. 638, 1993)

8-406. RIGHT OF ENTRY. The public officer has the right of access and entry upon private property at any reasonable time for the purpose of making inquiry and inspection to determine if a nuisance exists. (Ord. _____, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-407. ORDER OF VIOLATION. (a) The governing body or its designee, as hereinafter named, shall serve upon the owner, any agent of the owner of the property or any other person, corporation, partnership or association found by the public officer to be

in violation of Section 8-403 an order stating the violation. The order shall be served on the owner or agent of such property by certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, then by mailing the order by certified mail, return receipt requested, to the last known address of the owner.

(b) If the owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or ~~first class~~first-class mail.

(c) The City Code Enforcement Officer is hereby designated by the governing body for the purposes of issuing the order required herein. Such order shall be issued by the City Code Enforcement Officer upon the filing of a written statement of a violation of this Article. The order shall be issued in the name of the governing body; shall be served as required in this Article; and, shall contain all notices and other information as required by this Article and K.S.A. 12-1617e, and amendments thereto. (Ord. _____, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

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8-408. SAME; CONTENTS. The order shall state the condition(s) which is (are) in violation of Section 8-403. The notice shall also inform the person, corporation, partnership or association that:

(a) He, she or they shall have 10 days from the date of ~~service of the notice~~serving the order to abate the condition(s) in violation of Section 8-403; or

(b) He, she or they have 10 days from the date of ~~service of the notice~~serving the notice to request a hearing before the governing body ~~or its designated representative~~ of the matter as provided by Section 8-412;

(c) Failure to abate the condition(s) or to request a hearing within the time allowed may result in prosecution as provided by Section 8-407 and/or abatement of the condition(s) by the city as provided by Section 8-410. (Ord. _____, 2020; Ord. 794, 2005; Ord. 638, 1993)

8-409. FAILURE TO COMPLY; PENALTY. Should the person fail to comply with the notice to abate the nuisance or request a hearing, the public officer may file a complaint in the municipal court of the city against such person and upon conviction of any violation of provisions of Section 8-403, be fined in an amount not to exceed \$100 or be imprisoned not to exceed 30 days or be both fined and imprisoned. Each day during or on which a

violation occurs or continues after notice has been served shall constitute an additional or separate offense. (Ord. _____, 2020; Ord. 794, 2005; Ord. 638, 1993)

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8-410. ABATEMENT. In addition to, or as an alternative to prosecution as provided in Section 8-409, the public officer may seek to remedy violations of this Article in the following manner: If a person to whom a notice has been sent pursuant to Section 8-407 has neither alleviated the condition(s) causing the alleged violation or requested a hearing before the governing body or its designated representative within the time period specified in Section 8-408, the public officer may present a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of ten (10) days after passage of the resolution. The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the nuisance was located as provided in Section 8-413. A copy of the resolution shall be served upon the person in violation in one of the following ways:

- (a) Personal service upon the person in violation;
- (b) Service by certified mail, return receipt requested; or
- (c) In the event the whereabouts of such person are unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the public officer and filed with the City Clerk, and the serving of the resolution shall be made by publishing the same once each week for two consecutive weeks in the official city newspaper and by posting a copy of the resolution on the premises where such condition exists.
- (d) If the owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this Section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail. (Ord. , 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

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8-411. DISPOSITION OF MOTOR VEHICLE; RECOVERY OF MOTOR VEHICLE. (a) Disposition of any motor vehicle removed and abated from private property pursuant to this ordinance shall be as provided by K.S.A. Supp. 8-1102, as amended.

8-411. (b) Any person attempting to recover a motor vehicle impounded as provided in this article, shall show proof of valid registration and ownership of the motor vehicle before the motor vehicle shall be released. In addition, the person desiring the release of the motor vehicle shall pay all reasonable costs associated with the impoundment of the motor vehicle, including transportation and storage fees, prior to the release of the motor vehicle. (Ord. , 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

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8-412. HEARING. If a hearing is requested within the ten (10) day period as provided in Section 8-408, such request shall be made in writing to the governing body City

Clerk. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the public officer ~~before the governing body~~. The hearing shall be held by the governing body or its designated representative as soon as possible after the filing of the request therefore, and the person shall be advised by the city of the time and place of ~~the hearing~~the hearing at least five days in advance thereof. At any such hearing, the person may be represented by counsel, and the person and the city may introduce such witnesses and evidence as is deemed necessary and proper by the governing body or its designated representative. The hearing need not be conducted according to the formal rules of evidence. Upon conclusion of the hearing, the findings of the governing body or its designated representative shall be prepared in resolution form, adopted by the governing body, and the resolution shall be served ~~record its determination of the matter by means of adopting a resolution and serving the resolution~~ upon the person in the matter provided in Section 8-410. (Ord. _____, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

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8-413. COSTS ASSESSED. If the city abates or removes the nuisance pursuant to ~~s~~Section 8-410, the city shall give notice to the owner or his or her agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred by the city. The notice shall also state that the payment is due within 30 days following receipt of the notice. The city also may recover the cost of providing notice, including any postage, required by this section. The notice shall also state that if the cost of the removal or abatement is not paid within the 30-day period, the cost of the abatement or removal shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the nuisance was located and the ~~e~~City ~~e~~Clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full. (Ord. _____, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

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8-414 RESTORATION PERMIT. Upon written application and approval by the city council, an applicant may receive a permit to park or store an inoperable motor vehicle actively used for vehicle restoration. The permit shall be valid for a period of three (3) months and shall be issued when an applicant demonstrates sufficient proof that the inoperable vehicle is actively being used for vehicle restoration. It shall be up to the city council discretion whether the current restoration permit may be extended for an additional three (3) month period. A written application shall be submitted to the City Clerk with a restoration permit fee as established by the City of Edgerton Fee Resolution. At no time may any vehicle parts be stored outside, and the vehicle shall not be allowed to become a public health nuisance or eyesore. If the vehicle is not fully operable upon

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expiration of the permit, the vehicle shall be removed by the City. (Ord. _____, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993).

ORDINANCE NO. 2056

AN ORDINANCE AMENDING CHAPTER VIII, ARTICLE 4 OF THE MUNICIPAL CODE OF THE CITY OF EDGERTON, KANSAS ESTABLISHING POLICIES FOR JUNKED/INOPERABLE MOTOR VEHICLES ON PRIVATE PROPERTY AND REPEALING ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH.

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

SECTION 1. Chapter VIII, Article 4 of the City Code of Edgerton, Kansas is hereby revised to read as follows:

ARTICLE 4. JUNKED/INOPERABLE MOTOR VEHICLES ON PRIVATE PROPERTY

8-401. FINDINGS OF GOVERNING BODY. The governing body finds that junked, wrecked, dismantled, inoperative or abandoned vehicles, recreational vehicles, trailers, truck campers, jet skis and boats affect the health, safety and general welfare of citizens of the city because they:

- (a) Serve as a breeding ground for flies, mosquitoes, rats and other insects and rodents;
- (b) Are a danger to persons, particularly children, because of broken glass, sharp metal protrusions, insecure mounting on blocks, jacks or other supports;
- (c) Are a ready source of fire and explosion;
- (d) Encourage pilfering and theft;
- (e) Constitute a blighting influence upon the area in which they are located;
- (f) Constitute a fire hazard because they frequently block access for fire equipment to adjacent buildings and structures. (Ord. 2056, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-402. DEFINITIONS. As used in this Article, unless the context clearly indicates otherwise:

- (a) Inoperable - means a condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the function or purpose for which it was originally constructed.
- (b) Vehicle - means, without limitation, any automobile, truck, tractor or motorcycle which as originally built contained an engine, regardless of whether it contains an engine at any other time.
- (c) Recreational Vehicle – means a vehicular-type unit built on or for use on a chassis and designed primarily as living quarters for recreational, camping, vacation or travel use, and which has its own motive power or is mounted on or drawn by another vehicle.
- (d) Trailer – means every vehicle without motive power or an engine designed to be towed behind a motor vehicle.

- (e) Truck Camper – means any structure designed, used or maintained primarily to be loaded on or affixed to a motor vehicle to provide a mobile dwelling, sleeping place, office or commercial space.
- (f) The term Motor Vehicle as used in this Article shall include vehicles, recreational vehicles, trailers, truck campers, jet skis and boats.
(Ord. 2056, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-403. NUISANCES UNLAWFUL; DEFINED; EXCEPTIONS. It shall be unlawful for any person to maintain or permit any motor vehicle nuisance within the city.

- (a) A motor vehicle nuisance is any motor vehicle which is not currently registered or tagged pursuant to K.S.A. 8-126 to 8-149 inclusive, as amended; or parked in violation of city ordinance; or incapable of moving under its own power; or in a junked, wrecked or inoperable condition. Any one of the following conditions shall raise the presumption that a vehicle is junked, wrecked or inoperable;
 - (1) Absence of a current registration plate upon the vehicle;
 - (2) Placement of the vehicle or parts thereof upon jacks, blocks, or other supports;
 - (3) Absence of one or more parts of the vehicle necessary for the lawful operation of the vehicle upon street or highway.
 - (4) The provisions of this article shall not apply to any motor vehicle which is enclosed in a garage or other building.
(Ord. 2056, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-404. PUBLIC OFFICER. The governing body shall designate a public officer to be charged with the administration and enforcement of this article. (Ord. 794, 2005; Ord. 638, 1993) (See Resolution No. 09-22-05)

8-405. COMPLAINTS; INQUIRY AND INSPECTION. The public officer may make inquiry and inspection of premises when he or she observes conditions which appear to constitute a nuisance or is informed that a nuisance may exist by the board of health, or police or fire personnel. The public officer may additionally make such inquiry and inspection upon receipt of a complaint stating that a nuisance exists. (Ord. 2056, 2020; Ord. 932; Ord. 794, 2005; Ord. 638, 1993)

8-406. RIGHT OF ENTRY. The public officer has the right of access and entry upon private property at any reasonable time for the purpose of making inquiry and inspection to determine if a nuisance exists. (Ord. 2056, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-407. ORDER OF VIOLATION. (a) The governing body or its designee, shall serve upon the owner, any agent of the owner of the property or any other person, corporation, partnership or association found by the public officer to be in violation of Section 8-403 an order stating the violation. The order shall be served on the owner or agent of such property by certified mail, return receipt requested, or by personal service. If the

property is unoccupied and the owner is a nonresident, then by mailing the order by certified mail, return receipt requested, to the last known address of the owner.

- (b) If the owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first-class mail.
- (c) The City Code Enforcement Officer is hereby designated by the governing body for the purposes of issuing the order required herein. Such order shall be issued by the City Code Enforcement Officer upon the filing of a written statement of a violation of this Article. The order shall be issued in the name of the governing body; shall be served as required in this Article; and, shall contain all notices and other information as required by this Article and K.S.A. 12-1617e, and amendments thereto. (Ord. 2056, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-408. SAME; CONTENTS. The order shall state the condition(s) which is (are) in violation of Section 8-403. The notice shall also inform the person, corporation, partnership or association that:

- (a) He, she or they shall have 10 days from the date of service of the notice to abate the condition(s) in violation of Section 8-403; or
- (b) He, she or they have 10 days from the date of service of the notice to request a hearing before the governing body or its designated representative of the matter as provided by Section 8-412;
- (c) Failure to abate the condition(s) or to request a hearing within the time allowed may result in prosecution as provided by Section 8-407 and/or abatement of the condition(s) by the city as provided by Section 8-410. (Ord. 2056, 2020; Ord. 794, 2005; Ord. 638, 1993)

8-409. FAILURE TO COMPLY; PENALTY. Should the person fail to comply with the notice to abate the nuisance or request a hearing, the public officer may file a complaint in the municipal court of the city against such person and upon conviction of any violation of provisions of Section 8-403, be fined in an amount not to exceed \$100 or be imprisoned not to exceed 30 days or be both fined and imprisoned. Each day during or on which a violation occurs or continues after notice has been served shall constitute an additional or separate offense. (Ord. 2056, 2020; Ord. 794, 2005; Ord. 638, 1993)

8-410. ABATEMENT. In addition to, or as an alternative to prosecution as provided in Section 8-409, the public officer may seek to remedy violations of this Article in the

following manner: If a person to whom a notice has been sent pursuant to Section 8-407 has neither alleviated the condition(s) causing the alleged violation or requested a hearing before the governing body or its designated representative within the time period specified in Section 8-408, the public officer may present a resolution to the governing body for adoption authorizing the public officer or other agents of the city to abate the conditions causing the violation at the end of ten (10) days after passage of the resolution. The resolution shall further provide that the costs incurred by the city shall be charged against the lot or parcel of ground on which the nuisance was located as provided in Section 8-413. A copy of the resolution shall be served upon the person in violation in one of the following ways:

- (a) Personal service upon the person in violation;
- (b) Service by certified mail, return receipt requested; or
- (c) In the event the whereabouts of such person are unknown and the same cannot be ascertained in the exercise of reasonable diligence, an affidavit to that effect shall be made by the public officer and filed with the City Clerk, and the serving of the resolution shall be made by publishing the same once each week for two consecutive weeks in the official city newspaper and by posting a copy of the resolution on the premises where such condition exists.
- (d) If the owner or the agent of the owner of the property has failed to accept delivery or otherwise failed to effectuate receipt of a notice or order sent pursuant to this Section during the preceding twenty-four month period, the governing body of the city may provide notice of the issuance of any further orders to abate or remove a nuisance from such property or provide notice of the order by such methods including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first-class mail. (Ord. 2056, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-411. DISPOSITION OF MOTOR VEHICLE; RECOVERY OF MOTOR VEHICLE. (a) Disposition of any motor vehicle removed and abated from private property pursuant to this ordinance shall be as provided by K.S.A. Supp. 8-1102, as amended.

(b) Any person attempting to recover a motor vehicle impounded as provided in this article, shall show proof of valid registration and ownership of the motor vehicle before the motor vehicle shall be released. In addition, the person desiring the release of the motor vehicle shall pay all reasonable costs associated with the impoundment of the motor vehicle, including transportation and storage fees, prior to the release of the motor vehicle. (Ord. 2056, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-412. HEARING. If a hearing is requested within the ten (10) day period as provided in Section 8-408, such request shall be made in writing to the City Clerk. Failure to make a timely request for a hearing shall constitute a waiver of the person's right to contest the findings of the public officer. The hearing shall be held by the governing body or its designated representative as soon as possible after the filing of the request

therefore, and the person shall be advised by the city of the time and place of the hearing at least five days in advance thereof. At any such hearing, the person may be represented by counsel, and the person and the city may introduce such witnesses and evidence as is deemed necessary and proper by the governing body or its designated representative. The hearing need not be conducted according to the formal rules of evidence. Upon conclusion of the hearing, the findings of the governing body or its designated representative shall be prepared in resolution form, adopted by the governing body, and the resolution shall be served upon the person in the matter provided in Section 8-410. (Ord. 2056, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-413. **COSTS ASSESSED.** If the city abates or removes the nuisance pursuant to Section 8-410, the city shall give notice to the owner or his or her agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred by the city. The notice shall also state that the payment is due within 30 days following receipt of the notice. The city also may recover the cost of providing notice, including any postage, required by this section. The notice shall also state that if the cost of the removal or abatement is not paid within the 30-day period, the cost of the abatement or removal shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the nuisance was located and the City Clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full. (Ord. 2056, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993)

8-414. **RESTORATION PERMIT.** Upon written application and approval by the city council, an applicant may receive a permit to park or store an inoperable motor vehicle actively used for vehicle restoration. The permit shall be valid for a period of three (3) months and shall be issued when an applicant demonstrates sufficient proof that the inoperable vehicle is actively being used for vehicle restoration. It shall be up to the city council discretion whether the current restoration permit may be extended for an additional three (3) month period. A written application shall be submitted to the City Clerk with a restoration permit fee as established by the City of Edgerton Fee Resolution. At no time may any vehicle parts be stored outside, and the vehicle shall not be allowed to become a public health nuisance or eyesore. If the vehicle is not fully operable upon expiration of the permit, the vehicle shall be removed by the City. (Ord. 2056, 2020; Ord. 932, 2012; Ord. 794, 2005; Ord. 638, 1993).

SECTION 2. REPEAL OF CONFLICTING ORDINANCES. All ordinances or sections of ordinances in conflict herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect and be enforced from and after its passage, approval and publication once in the City's official newspaper.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this 10th day of December, 2020.

DONALD ROBERTS, Mayor

ATTEST:

ALEXANDRIA CLOWER, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney