

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
December 12, 2019
7:00 P.M.**

Call to Order

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

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

4. Approve Minutes for November 14, 2019 Regular City Council Meeting
5. Approve Renewal of a Cereal Malt Beverage License Application for 2020
6. Accept I-35 South Phase II Sanitary Sewer Expansion Easements
7. Approve Letter of Understanding with Johnson County Human Services for 2020 Utility Assistance
8. Accept Resignation of Joshua Beem from Planning Commission

Regular Agenda

9. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
10. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.
11. Official 2019 Fall Election Results:
 - Katee Smith
 - Joshua Beem
 - Clay Longanecker
12. **Installation of New Council and Oath of Office:** The City Clerk will administer the Oath of Office to newly elected City Council.
13. **Election of President of Council:** City Council will elect a new President of Council to serve as Mayor Pro-Tem in the event the Mayor is unable to preside over meetings.

Motion: _____ Second: _____ Vote: _____

***RECESS FOR RECEPTION TO RECONGIZE COUNCIL MEMBER JODY BROWN
FOR SERVICE AND DEDICATION TO CITY OF EDGERTON***

Business Requiring Action

14. CONSIDER APPOINTMENT OF DEB LEBAKKEN TO PLANNING COMMISSION FOR A TERM ENDING IN SEPTEMBER 2021

Motion: _____ Second: _____ Vote: _____

15. CONSIDER AGREEMENT WITH GARDNER EDGERTON CHAMBER OF COMMERCE FOR 2020

Motion: _____ Second: _____ Vote: _____

16. CONSIDER CONTRACT WITH ELEVATED EDGERTON! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2020

Motion: _____ Second: _____ Vote: _____

17. CONSIDER RESOLUTION NO. 12-12-19A AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A, OF THE CITY OF EDGERTON, KANSAS

Motion: _____ Second: _____ Vote: _____

18. CONSIDER AN AGREEMENT WITH THE JOHNSON COUNTY SHERIFF'S DEPARTMENT FOR THE PROVISION OF LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2020

Motion: _____ Second: _____ Vote: _____

19. CONSIDER RESOLUTION NO. 12-12-19B ESTABLISHING FEES AND RATES FOR PERMITS, LICENSES AND SERVICES WITHIN THE CITY OF EDGERTON, KANSAS

Motion: _____ Second: _____ Vote: _____

20. Report By The City Administrator

21. Report By the Mayor

22. Future Meeting/Event Reminders:

- December 26th: City Council Meeting – CANCELED
- January 9th: City Council Meeting – 7PM
- January 14th: Planning Commission – 7PM
- January 23rd: City Council Meeting – 7PM

23. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319(B)(2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN

THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR FOR THE PURPOSES OF CONTRACT NEGOTIATIONS

Motion: _____ Second: _____ Vote: _____

24. **Adjourn** Motion: _____ Second: _____ Vote: _____

EVENTS

December 24th: Christmas Eve – City Offices Closed

December 25th: Christmas – City Offices Closed

January 1st: New Year's Day – City Offices Closed

January 2nd – 3rd: Winter Break Kid's Camp

January 21st – Nutrition Class

City of Edgerton, Kansas
Minutes of City Council Regular Session
November 14, 2019

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

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance:

- City Administrator Beth Linn
- City Attorney Lee Hendricks
- Planning and Zoning Coordinator Chris Clinton
- Finance Director Karen Kindle
- Development Services Director Katy Crow
- Public Works Superintendent Trey Whitaker
- Public Works Director Dan Merkh
- Animal Control and Code Enforcement Officer Charlie Lydon
- Parks and Recreation Coordinator Maddie Becker
- Marketing and Communications Manager Kara Banks

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. Approve Minutes for October 24, 2019 Regular City Council Meeting
5. Accept 207th Grade Separation Easements
6. Accept Highway 56 Trail Easements
7. Approve Final Change Order, Final Acceptance of Homestead Lane/207th Street Project and Authorize Final Payment to Miles Excavating
8. Approve 2020 Funding Recommendations for the Human Service Fund
9. Approve Animal Permit for Darius Crist at 510 W. Braun Street
10. Approve Animal Permit for Homer M & Billie K Damet at 202 W. 8th Street
11. Approve Animal Permit for Galaz Trust at 1300 W. Braun Street
12. Approve Animal Permit for Michael Mabrey at 1200 W. Braun Street
13. Approve Animal Permit for Richard Magee at 1301 W. 8th Street
14. Approve Animal Permit for Jarold D. Owens at 410 W. Braun Street
15. Approve Animal Permit for Glyn Powers at 1606 W. 8th Street
16. Approve Animal Permit for Marvin Vail at 1405 W. 8th Street

17. Approve Year-End Longevity Bonus for Employees
18. Approve Ordinance No. 2029 Providing for the Range of Salaries and Compensation of Various City Officers and Employees
19. Approve 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

Councilmember Smith motioned to approve the consent agenda, Councilmember Lewis seconded. The consent agenda was approved, 4-0.

REGULAR AGENDA

20. Public Comments.

Mr. Darius Crist, 510 West Braun Street, approached the City Council (Council) to comment on the 207th Street Grade Separation project. He stated he regretted that an agreement could not be reached during the negotiations regarding the easements requested by the City for this project. Mr. Crist would like to see this project move forward. He outlined his proposal for the easement negotiation. He explained he is willing to sign the easement requested for the road. However, he requested the sidewalk stop at the intersection and not enter his property. In the future when the sidewalk will be built to West 8th Street, he will sign the easement to allow the sidewalk to go across his yard. Mr. Crist stated the drainage easement does not require catch basin of any sort and the water can be drained to curb. For compensation, Mr. Crist stated he would want to be reimbursed for the cost of a tree that is at least 30 years old. He estimates the cost of \$3,000 for tree and \$2,000 for land. He would also like permission to install a 30-foot-wide driveway. Councilmember Longanecker inquired what the current width is at. Mr. Crist answered it is a 24-foot-wide driveway. He handed out letter outlining his starting points for further negotiations.

While Mr. Crist was addressing the Council, Councilmember Brown entered the meeting.

21. **Declaration.** There were no declarations made by the Councilmembers.

BUSINESS REQUIRING ACTION

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

Ms. Beth Linn, City Administrator, introduced this item as an Agreement similar to the other Agreements in the Consent Agenda. This particular Agreement is not in the Consent Agenda as it does have a fee associated with it. She explained the Edgerton Community Museum is located next door to City Hall at 406 West Nelson Street and is operated by the Edgerton Historical Society. There is a Monthly Usage and Maintenance Fee. In the past, Council has set the fee at \$1 for the year. The Council needs to determine an appropriate amount to be inserted into the Agreement. The Agreement has been reviewed and approved by Mr. Lee Hendricks, City Attorney. The Agreement would be valid from January 1, 2020 to December 31, 2020, if approved.

Councilmember Longanecker motioned to approve the Agreement and set the fee for \$1 for the year of 2020, Councilmember Conus seconded. The Agreement with Edgerton Historic Society was approved with a fee of \$1 for the year of 2020, 5-0.

Councilmember Brown graciously paid the fee for the Edgerton Historic Society.

23. CONSIDER AGREEMENT WITH BG CONSULTANTS FOR THE DESIGN OF HOMESTEAD LANE INTERSECTION IMPROVEMENTS

Ms. Linn reminded the Council of the August 22, 2019 approval of Tax Increment Financing (TIF) Redevelopment District generally located at the northeast and northwest corners of Interstate 35 and Homestead Lane. The district plan includes commercial retail facilities such as truck stops, truck maintenance facilities, restaurants, and hotels. The Kansas Department of Transportation (KDOT) and the City conducted a traffic study in the TIF Redevelopment District. KDOT controls access along Homestead Lane from the Interstate to 199th Street. Based on the current projections, KDOT will allow a full access intersection with dedicated turn lanes but no traffic signal at this time. Future traffic could warrant the need for a traffic signal.

Ms. Linn explained the City of Edgerton plans to design and build the full access intersection. This would provide full access from both north and southbound traffic into the parcels on either side of Homestead Lane. The Agreement with BG Consultants will provide the design and the bidding services for the intersection. The design services include a survey and the engineering design of the transportation infrastructure. The bidding services would include preparing the plans for bid, reviewing the submitted bids, and providing a recommendation for awarding the bid. The total fee for the services is \$120,000 plus reimbursable expenses.

Ms. Linn clarified the design and construction of the intersection are eligible expenses for reimbursement from the TIF Redevelopment District. City Staff will work with the City's Bond Counsel to complete the steps necessary to include this project in the TIF Project Plan. That means no general tax revenue will be used for this project. City Staff anticipates beginning the design of the project immediately and plans to release the project for bid in the first quarter of 2020, if approved.

Councilmember Lewis motioned to approve the Agreement with BG Consultants for the Design of Homestead Lane Intersection Improvements, Councilmember Brown seconded. The Agreement with BG Consultants was approved, 5-0.

24. CONSIDER A CONTRACT FOR SERVICES AND SCOPE OF WORK WITH ETC INSTITUTE FOR A CITIZEN SURVEY

Ms. Linn informed the Council in 2012, 2015, and in 2018 the Council contracted with ETC Institute (ETC) to perform a citizen survey. The results of these surveys aid the Governing Body in prioritize funding and resources during the preparation of the annual budget. The results also assist City Staff to form the Capital Improvement Plan (CIP). ETC will allow Council to benchmark and compare the results against previous surveys as well as regional

and national survey results. Ms. Linn stated the contract is for \$7,500, which is a \$150 increase from 2018.

Ms. Linn explained there are roughly 650 households in the City and ETC will guarantee at least 200 survey responses. They will also conduct benchmarking analysis of the data received from Edgerton residents to other comparable communities in their database. She said all of the marketing will be done by City Staff. ETC will allow recipients to complete the survey online and will accept only 1 response per household. Ms. Linn provided a preliminary schedule to the Council. She also provided each councilmember with a list of topics for the councilmembers to decide on to have included in the surveys. The final survey is to be set at the December Council meeting and mailed early in 2020.

Mayor Roberts told the councilmember not to worry about the wording of the question as ETC has many ways they can address the topic.

Ms. Linn requested the councilmember's notes be returned to City Staff tonight or before Thanksgiving at the latest.

Councilmember Smith requested clarification on how many surveys can be submitted. Ms. Linn replied each household that receives a survey can submit one either electronically or through the mail. Councilmember Smith asked what happens if one member of the household submits one online and another member mails the responses. Ms. Linn answered the mailed copy is the one that will be used in the data analytics. Mayor Roberts stated this is an extremely useful and important tool to use. He likes knowing what the people of Edgerton wish to see happen with the community.

Councilmember Longanecker motioned to approve the Contract for Services and Scope of Work with ETC for the 2020 Citizen Survey, councilmember Smith seconded. The Contract with ETC was approved, 5-0.

25. CONSIDER RESOLUTION NO. 11-14-19A AUTHORIZING AND PROVIDING FOR THE ACQUISITION, DESIGN, CONSTRUCTION, AND EQUIPPING OF A NEW COMMUNITY BUILDING AND RELATED IMPROVEMENTS IN THE CITY OF EDGERTON, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

Ms. Karen Kindle, Finance Director, informed the Council that on October 24, 2019 they approved the budget for the CIP. The budget included a project time frame and a budget for the Greenspace project. The funding source is listed as general obligation bonds. She stated the first step in being able to issue those bonds is to adopt a project resolution. The resolution authorizes the project and needs to contain the project description, total cost, and how it will be funded. City Staff is bringing this resolution forward now so that the City may be reimbursed from the bond proceeds for expenditures made before the bonds are issued. The City is allowed to issue bonds for this project under the recently passed Charter Ordinance Number 25.

Councilmember Smith motioned to approve Resolution Number 11-14-19A authorizing and providing for the acquisition, design, construction, and equipping of a new community

building and related improvements in the City of Edgerton, Kansas; and providing for the payment of the costs thereof, Councilmember Lewis seconded. Resolution Number 11-14-19A was approved, 5-0.

26. Report by the City Administrator

- **Marketing and Communications Quarterly Update**

Ms. Kara Banks, Marketing & Communications Director, provided the Council with a handout that showed the statistics for the City's social media accounts and websites. Ms. Banks informed the Council the website has seen 2,700 visitors since October 1, 2019. The page with the highest click count is the Planning Commission Agendas and Minutes then the City Council Agendas. Most of the users in the last month are from the Chicago area, with Kansas City area being a close second. Ms. Banks stated the City's Twitter page has 42 followers and the City's Facebook page has 394 likes and 407 followers. The Facebook page reaches 7,055 people. She explained this is the first quarterly update that has been done and she hopes it continues to grow. Councilmember Lewis asked if it is possible to get data on how people are directed toward the Facebook page. Ms. Banks stated it does depend on the event and on how many people share or comment on it. The more a post is shared, liked, or commented on, then more people will see it. She stated the more engagement the better as that is what Facebook uses to promote posts.

- **Snow Season Kick-Off**

Mr. Dan Merkh, Public Works Director, spoke before the Council. He explained he and Mr. Trey Whitaker, Public Works Superintendent, use a subscription-based weather forecasting system to monitor conditions and use that in part to determine how to treat the streets and prepare for the storm. He said they have a 5-man crew with 2 open positions who treat and plow. Councilmember Smith inquired if the openings are seasonal positions. Mr. Merkh replied they are full time positions.

Mr. Merkh explained all the equipment used during a snow storm. He said the trucks and All-Terrain Vehicle (ATV) is geared to work in Logistics Park Kansas City (LPKC) but can be utilized anywhere in town. The main use for the ATV is to clear parking lots. Mr. Merkh said the trucks will rotate between LPKC and residential areas. Public Works will be obtaining new equipment to assist in the removal of snow. Currently the City has 2 salt spreaders with a hopper and 1 tailgate spreader and 6 plows. The ATV can be equipped with a small spreader as well.

When preparing for a storm, Mr. Merkh and Mr. Whitaker rely on "Weather or Not" that will give specific down to the minute predictions. Mr. Merkh informed the Council there are also pavement temperature sensors throughout the county that are utilized by City Staff. Public Works crews will drive around town to inspect the roads' temperatures and check for icing as well. Mr. Merkh said it depending on how the storm moves directs how the City will respond.

Mr. Merkh explained a snow event is when 2 inches of measurable snow has fallen. Mr. Merkh will notify the City Clerk and send a NotifyJoCo and have it posted to the City's social media pages. Mr. Charlie Lydon, Animal Control and Codes Enforcement Officer, will then go through the City and notify property owners to relocate their vehicles off the streets so plowing can safely take place. He stated a snow event will not be declared from 9 PM to 7 AM for the safety of Mr. Lydon, who has to go door to door at times, and in courtesy of residents. Mayor Roberts stated prewarning residents is good if it is at all possible. Mr. Merkh agreed and said yard signs were placed on City property last year to prewarn of a possible snow event. He stated vehicles must be moved within 2 hours of a two-inch snowfall and a snow event being declared. City Staff will be meeting with Johnson County Sheriff to come to a mutual understanding of how towing vehicles will take place if vehicle towing is necessary.

Mr. Merkh explained the City will use an enhanced salt and brine for pretreatment. The salt is designed not to bounce off the roadway and lower the freezing point of the pavement. He stated City Staff is going to do some testing of a brine to see if it works for the City. It is extremely cost effective to pretreat and prevent the bonding of ice to the pavement from forming. He did say when the temperature drops to 15 degrees below, the effectiveness of salt and brine drops as well.

Mr. Merkh detailed the plowing priorities of roadways. He showed a map to the Council that showed the streets color coded to their priority. All of the streets in LPKC and main thoroughfares in the City are the highest priority. The medium and low priority streets are the dead end residential and cul-de-sac residential streets. The crews will focus on high priority streets before moving onto medium and low priority streets. He stated if there is a good amount of snow, then 1 lane is plowed to allow for emergency access. Once that is clear on all streets, then crews will work on making two lanes clear. Lastly, after the snow has stopped and there are no other priorities, then curb to curb snow plowing will take place. The crews like to start at curb to curb clearing if possible. Mr. Merkh said once the roads are clear and can be safely traveled, then City owned properties such as sidewalks in front of City buildings and parking lots will be cleared. Councilmember Longanecker asked why Sunflower Road north of 56 Highway is being plowed. Mr. Merkh answered there is a power transfer station for Evergy that their crews need access to.

Mr. Merkh said sidewalks must be cleared within 48 hours once the snow has stopped falling and the City does not clear private drives or sidewalks. He clarified that accessibility ramps will be cleared by the City so nobody will have to walk into the street. Mayor Roberts said people may sign up in City Hall to volunteer to help clear sidewalks for those who are unable to clear them. He agreed that weather events are not just snow storms and each storm is different and must be treated differently. Councilmember Conus asked once the snow event has been declared what is the goal to clear a 3-inch snowfall. Mr. Merkh replied once the snow has completed, Public Works wants to be done within a day or day and a half. That means all intersections are cleared and curb to curb plowing has taken place and sidewalks in front of the City buildings are clear. Ms. Linn stated compounding storms make it a lot worse and harder to achieve that goal. Mayor Roberts applauded the crews and stated Edgerton seems to be ahead of

neighboring cities when it comes to clearing the streets. Mr. Merkh stated the ratio of man hours to lane miles is the same for Edgerton as it is for the larger, near-by cities.

- **Field Rental Walk-Off**

Ms. Maddie Becker, Parks and Recreation Coordinator, and Mr. Whitaker came before the Council to provide a rental season and maintenance recap for the baseball fields in Martin Creek Park. Mr. Whitaker stated in 2018 the fields went under reconstruction. The City spent \$21,000 to get the fields playable and maintainable. There is annual maintenance that is done on the fields to make sure they do not deteriorate during the offseason.

Ms. Becker said Field 1 is closest to Sunflower Road and is a reservation-only field that stays locked when not in use. A coach submits a deposit, \$50, for the key and gets the deposit back upon returning the key. If the team needs the lights on, they have to pay \$20 per hour of usage. Field 2 is a first come, first serve field. There is no fee to use this field.

Ms. Becker stated for the 2020 season, the key and light usage fee would stay the same for Field 1. She is recommending a field rental charge of \$5 per hour if the team is comprised of 60% Edgerton residents/children or \$10 per hour for non-Edgerton residents/children. Ms. Becker also recommended dividing the field season into a Spring and Fall season with reservation times decreasing slightly from 2 hours to one and a half hours.

She explained there will be a reservation process for all teams to follow. The Spring season will be from March 1 to June 30 and the reservation requests will be submitted by email starting the first business day of January. Each team will select 3 times for practices with Edgerton teams getting preference. Teams would be notified of their times on the first business day in February. The Fall season would be from July 1 to October 31. Reservation requests will start on the first business day in May and notifications will be sent the first business day of June.

Councilmember Conus inquired as to why an hourly fee will be charged. Ms. Becker replied it is to cover the costs associated with the amount of work to maintain the field and the popularity of the Field does create some maintenance needs. Councilmember Lewis asked if the rental fee would be for both fields or only Field 1. Ms. Becker answered it is just for Field 1. Councilmember Conus requested clarification as to why the fee needs to be charged. Ms. Linn answered it is common practice in other cities to charge for the use of their fields and the fees would help recapture some of the initial \$21,000 spent to get the fields playable. Mayor Roberts pointed out the fee is also to keep up with the costs of seeding and other weekly maintenance the field requires.

Councilmember Lewis disagrees with the fee as the fields are there for the children, no matter who plays or where they live. He said there should not be any additional costs as it is already expensive for the children to play and there are many players outside of Edgerton who want to play. Mayor Roberts asked if any games are scheduled to be played or are the reservations for practice times. He stated he does not personally use

the fields and stated if there are other teams in other cities, then those cities should be providing fields for their teams. Councilmember Lewis said he understands why we would charge a fee to nonresidential teams, but teams located in Edgerton should not have a fee. He believes the residential requirement is extremely difficult to meet as there is not enough interest to have that many kids from Edgerton on a single team.

Mayor Roberts raised the question of prepping the fields for tournament play versus having only practice fields. Ms. Linn replied City Staff can start making strides toward that goal, but she is unsure what the next steps would be to host a tournament. Councilmember Lewis recommended City Staff ask the organizers of the tournaments to see what the requirements are for the tournaments as they are always looking for fields to play on. Ms. Linn stated City Staff can research what is needed to make the fields tournament ready. Mayor Roberts warned hosting tournaments would lower the availability of the fields for practice times.

Councilmembers Conus and Lewis requested the cost to maintain the fields during the season as that could determine if there should be a charge or not. They would like to see preliminary information to make a decision before fields are opened and reservation deadlines arrive.

Councilmember Conus asked if the fields are the same size. Mr. Whitaker replied they are but Field 1 is in better shape overall as there were drainage issues on Field 2. He stated City Staff has been working on the drainage issues and it should have been resolved. Mr. Whitaker said once both fields are on the same standard then the updates can be done. Councilmember Lewis inquired as to what those updates are. Mr. Whitaker replied there is crab grass that needs to be removed so a higher quality of grass can be planted. The better grass would require less maintenance.

- **Greenspace Project**

Ms. Linn provided an update to the Greenspace Project. She stated public involvement opportunities were held where residents could say what they would like to see in the new Community building. Requests for Qualifications for the design and building to be sent soon. The results from the public involvement will be used with the bids to see what can be built with the available budget. Council agreed this should take place. Mayor Roberts said the building can be added to in the future as this is designed to be a gathering area with a little more room for activities.

- **Frontier Days 2020**

Ms. Linn handed out a Staff Memo regarding Frontier Days 2020. She explained the City has been a long-time sponsor for Frontier Days. The President of Edgerton Frontier Days Association (the Association) asked how the event could operate if the City would oversee it. The City and Frontier Days Association committee met and discussed this option. In the end, the Association voted to keep the event as is. Ms. Linn stated the City will continue to sponsor the event and the City will provide support for the event. She comprised a list of types of support the City would provide. She explained the list is consistent with the types of support other community groups would have offered to

them to run an event of similar size and use of City owned buildings. She said the City would promote the event through the website and social media, as well as print up to 1,500 flyers to be inserted into utility bills and pay for an ad in the newspaper and on the newspaper website. The City would prepare the City Council agenda items for parking, road closure, and other measures. Ms. Linn stated the memo has a list that highlights other duties City Staff would do for the event. Councilmember Longanecker inquired if it was the same support as last year. Ms. Linn replied it is less support as the scope of work done by City Staff has increased. Mayor Roberts acknowledged City Staff did put in many hours of hard work for the Frontier Days event last year. He said the list provided is what every organization holding an event of that size could expect in terms of support by the City. Councilmember Lewis asked as to why the Frontier Days Association approached the City. Mayor Roberts replied it is brought up every few years. Councilmember Lewis inquired why doesn't the City operate the event. Mayor Roberts answered the Association would have to allow the City to do so and the event is supposed to be volunteer ran. He said the City has not had the proper resources to run the event in the past, but perhaps has the staff now. He recommended to leave the Association in charge for now and the City could do an event in another time of year. Councilmember Lewis stated he would like to see the City operate Frontier Days. Councilmember Conus commented the City is pulling back its support of the event. Mayor Roberts clarified the support is down from last year, but the City will still sponsor the event and the memo states in what capacity the City will sponsor the event in. He said more volunteers will be needed to run the event. Council agreed that the letter should be sent to the Association.

27. Report by the Mayor

Mayor Roberts requested the councilmembers save January 11, 2020 from 9 AM to 1 PM for Governing Body Training. He informed the Council that some work sessions will follow.

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

Councilmember Smith motioned to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing contract negotiations to include City Attorney, Public Works Director and City Administrator for one hour. Seconded by Councilmember Lewis. Motion was approved, 5-0.

The session recessed at 8:40 pm. The meeting reconvened at 9:40 pm.

Councilmember Smith motioned to return to open session, seconded by Councilmember Lewis. Motion was approved, 5-0.

Councilmember Smith motioned to recess into executive session pursuant to K.S.A. 75-4319 (b)(2) for the purpose of discussing contract negotiations to include City Attorney, Public Works Director and City Administrator for 30 minutes. The motion was seconded by Councilmember Lewis. Motion was approved, 5-0.

The session recessed at 9:40 pm. The meeting reconvened at 10:10 pm.

Councilmember Lewis motioned to return to open session, seconded by Councilmember Brown. Motion was approved, 5-0.

Councilmember Longanecker motioned to accept and approve the Amended and Restated Development Agreement with My Store III, Inc. (On the Go Travel Plaza) pending final approval of the City Attorney. Seconded by Councilmember Lewis. The Amended and Restated Development Agreement was approved, 5-0.

29. Future Meeting Reminders:

- November 28th: City Council – CANCELED
- December 10th: Planning Commission – 7PM
- December 12th: City Council Meeting – 7PM
- December 26th: City Council Meeting – CANCELED

30. Adjourn

Councilmember Smith motioned to adjourn the meeting, seconded by Councilmember Brown. The motion was approved, 5-0. The meeting adjourned at 10:16 PM.

EVENTS

November 20th: Youth Cooking Class – Breakfast Foods

November 28th: Thanksgiving – City Offices Closed

November 29th: City Offices Closed

December 2nd: Youth Art Class – Gift Making

December 6th: Mayor's Christmas Tree Lighting Ceremony

December 9th: Youth Cooking Class – Holiday Baking

December 11th: Holiday Home Decorating Contest – Registration Due

December 24th: Christmas Eve – City Offices Closed

December 25th: Christmas – City Offices Closed

City Council Action Item

Council Meeting Date: December 9, 2019

Department: Administration

Agenda Item: Consider Renewal of a Cereal Malt Beverage License Application for 2020

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:

Recommendation: Approve Renewal of Cereal Malt Beverage License for Jay Kay Inc. at 101 East Morgan for 2020

Prepared by:
Rachel James * City Clerk

City Project No. I-35 South Gravity Sewer Phase II
Parcel Nos. BP55830000-0001 & BP55830000-0T0B

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, made and entered into this 2nd day of December, 2019, by and between **KUBOTA NORTH AMERICA CORPORATION**, a Delaware Corporation, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE
GRANT OF PERMANENT EASEMENT

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

Permanent Sanitary Sewer Easement #1

A strip of land 20 feet in width, across part of Lot 1 and Tract "B", LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Lot 1; thence South 02°19'17" East, along the

Northwest line of said Lot 1, a distance of 892.07 feet to the Point of Beginning; thence departing said Northwest line, North 42°34'49" East, 152.69 feet; thence North 53°27'21" East, 400.00 feet; thence North 48°29'01" East, 232.75 feet; thence North 83°43'04" East, 400.00 feet; thence North 78°09'33" East, 362.53 feet; thence South 79°15'02" East, 61.14 feet; thence South 72°07'49" East, 368.59 feet; thence North 68°41'25" East, 214.39 feet; thence North 38°22'48" East, 328.67 feet; thence North 46°36'05" East, 185.58 feet; thence North 88°18'55" East, 743.04 feet to a point on the East line of said Lot 1, and there terminating.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

Permanent Sanitary Sewer Easement #2

A strip of land 20 feet in width, across part of Lot 1, LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas, lying 10 feet on each side of the following described centerline:

Commencing at the westernmost Northwest corner of said Lot 1; thence North 87°45'06" East, along the Northwest line of said Lot 1, a distance of 518.87 feet to the Point of Beginning; thence departing said Northwest line, South 38°35'16" West, 23.79 feet to a point hereinafter referred to as Point "A"; thence South 22°30'30" West, 14.93 feet to a point on the North line of an existing 20 foot wide Sanitary Sewer Easement as shown on said LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT, and there terminating.

Also,

Beginning at the aforementioned Point "A"; thence South 88°54'30" East, 224.24 feet to a point on the North line of an existing 20 foot wide Sanitary Sewer Easement as shown on said LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT, and there terminating.

The outer boundary lines described above shall either be truncated or extended to terminate at the lines which contain the points of beginning and terminus, and at angle points, as not to leave any areas of void or overlapping.

SECTION TWO RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.


SECTION FOUR
EFFECT OF AGREEMENT

This Permanent Sanitary Sewer Easement, together with the other provisions of this grant, shall constitute a covenant running with the land and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTOR:

KUBOTA NORTH AMERICA CORPORATION,
A Delaware Corporation

By: 

Printed Name ALEX WOODS

Title: VP, Sales operations, supply

Street Address: 1000 KUBOTA DR. Chain & Parts of

City, State, & Zip GRAPEVINE, TX 76051 KTC

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Rachel James, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Texas)
) ss:
COUNTY OF Tarrant)

BE IT REMEMBERED, That on this 2nd day of December 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Alex Woods (Name), VP Sales Op, Supply Chain (Title) of KUBOTA NORTH AMERICA CORPORATION, a Delaware Corporation, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

MIKA SASAKI
Notary Public

My Expires:

03 - 06 - 2021



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

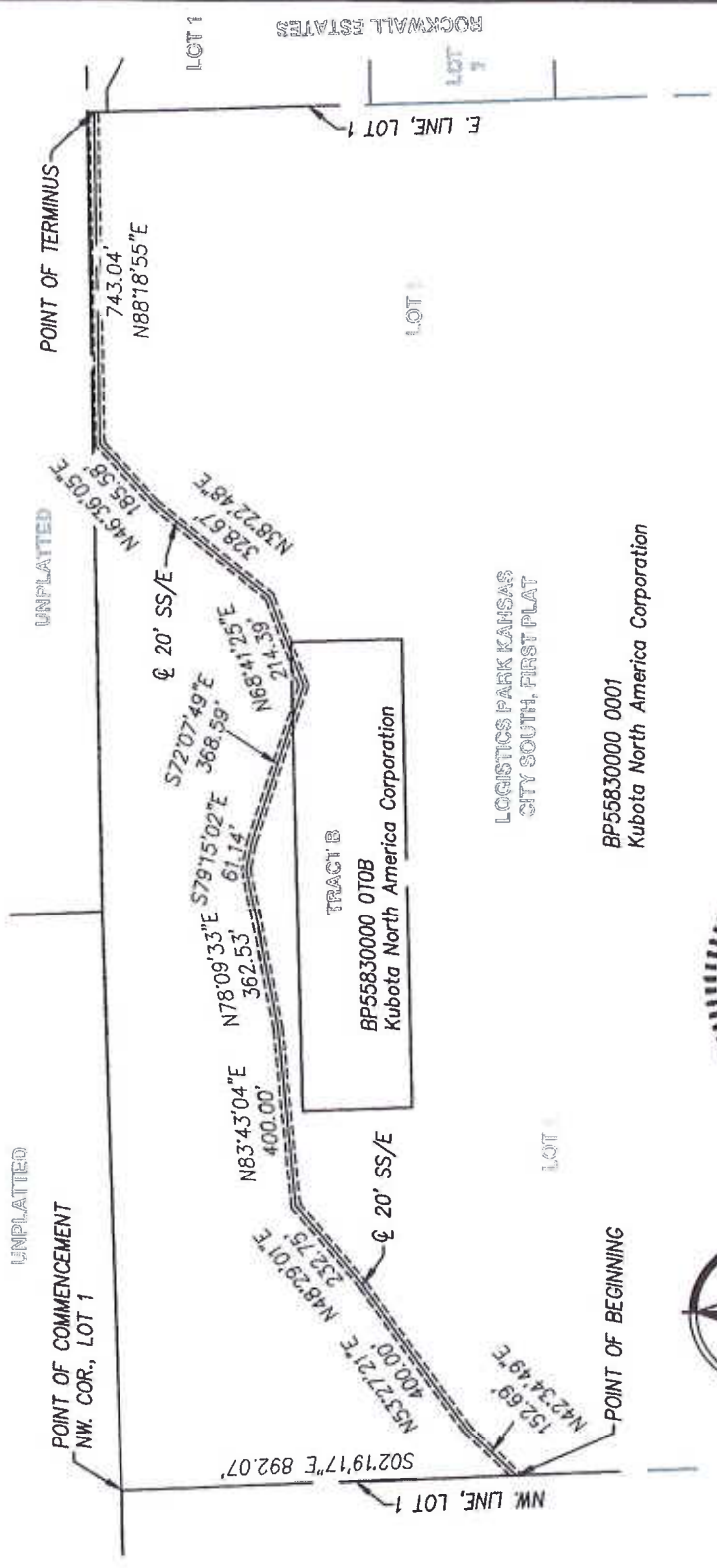
BE IT REMEMBERED, That on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **RACHEL JAMES**, City Clerk of said City, who are personally known to me to be the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

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

Notary Public

My Appointment Expires:

Permanent Sanitary Sewer Easement #1



LEGEND:
SS/E SANITARY SEWER EASEMENT

Renaissance Infrastructure Consulting
 132 Abbie Avenue
 Kansas City, Kansas 66103
 913.317.9600
 www.re-consult.com

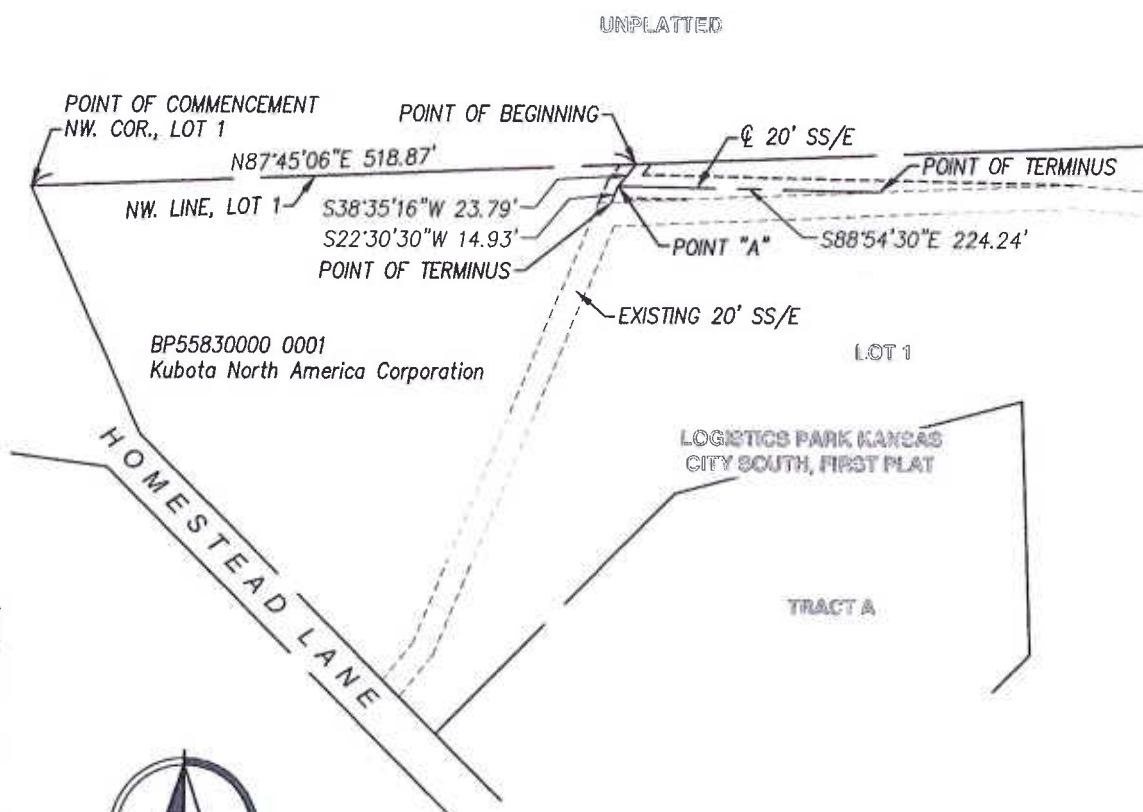


NOT TO SCALE
 Basis of Bearings:
 Kansas State Plane
 North Zone, NAD83

BP55830000 0001
 Kubota North America Corporation

Permanent Sanitary Sewer Easement #2

Exhibit A



NOT TO SCALE
Basis of Bearings:
Kansas State Plane
North Zone, NAD83

LEGEND:

SS/E SANITARY SEWER EASEMENT



**Renaissance
Infrastructure
Consulting**

132 Abbie Avenue
Kansas City, Kansas 66103

913.317.9600
www.rii-consult.com

City Project No. I-35 South Gravity Sewer Phase II
Parcel Nos. BP55830000 0001 & BP55830000 0T0B

UTILITY ACCESS EASEMENT

THIS AGREEMENT, made and entered into this 2nd day of December, 2019, by and between **KUBOTA NORTH AMERICA CORPORATION**, a Delaware Corporation, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE
GRANT OF UTILITY ACCESS EASEMENT

In consideration of One and No/100 Dollar (\$1.00), in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to increased water run-off or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent access easement for utilities in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

All that part of Lot 1 and Tract "B", LOGISTICS PARK KANSAS CITY SOUTH, FIRST PLAT, a subdivision in the City of Edgerton, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 1; thence South 02°19'17" East, along the Northwest line of said Lot 1, a distance of 876.80 feet to the Point of Beginning; thence

departing said Northwest line, North 42°06'10" East, 26.60 feet; thence North 38°25'45" East, 83.77 feet; thence northeasterly, along a curve to the right having a radius of 91.00 feet, and a central angle of 11°23'36", for an arc length of 18.10 feet; thence North 50°19'33" East, 634.45 feet; thence northeasterly, along a curve to the right having a radius of 111.00 feet, and a central angle of 33°27'53", for an arc length of 64.83 feet; thence North 83°47'26" East, 354.66 feet; thence North 83°58'11" East, 423.31 feet; thence easterly, along a curve to the right having a radius of 111.00 feet, and a central angle of 29°41'07", for an arc length of 57.51 feet; thence South 66°20'42" East, 126.85 feet; thence easterly, along a curve to the left having a radius of 89.00 feet, and a central angle of 11°48'57", for an arc length of 18.35 feet; thence South 78°09'39" East, 108.10 feet; thence easterly, along a curve to the left having a radius of 89.00 feet, and a central angle of 15°30'12" for an arc length of 24.08 feet; thence North 86°20'09" East, 95.80 feet; thence easterly, along a curve to the left having a radius of 89.00 feet, and a central angle of 27°39'01", for an arc length of 42.95 feet; thence North 58°41'08" East, 179.63 feet; thence northeasterly, along a curve to the left having a radius of 89.00 feet, and a central angle of 18°02'11", for an arc length of 28.02 feet; thence North 40°38'57" East, 125.30 feet; thence northeasterly, along a curve to the right having a radius of 61.00 feet, and a central angle of 13°40'41", for an arc length of 14.56 feet; thence North 54°19'38" East, 12.51 feet; thence North 38°22'48" East, 60.78 feet; thence North 46°36'05" East, 181.05 feet; thence North 88°18'55" East, 739.25 feet to a point on the East line of said Lot 1; thence South 02°01'16" East, along said East line, 23.00 feet; thence departing said East line, South 87°58'44" West, 459.50 feet; thence South 89°26'35" West, 171.29 feet; thence westerly, along a curve to the left having a radius of 89.00 feet, and a central angle of 35°06'57", for an arc length of 54.55 feet; thence South 54°19'38" West, 276.76 feet; thence southwesterly, along a curve to the left having a radius of 39.00 feet, and a central angle of 13°40'41", for an arc length of 9.31 feet; thence South 40°38'57" West, 125.30 feet; thence southwesterly, along a curve to the right having a radius of 111.00 feet, and a central angle of 18°02'11", for an arc length of 34.94 feet; thence South 58°41'08" West, 70.52 feet; thence South 38°22'48" West, 11.76 feet; thence South 68°41'25" West, 23.49 feet; thence South 58°41'08" West, 74.95 feet; thence westerly, along a curve to the right having a radius of 111.00 feet, and a central angle of 27°39'01", for an arc length of 53.57 feet; thence South 86°20'09" West, 31.29 feet; thence South 68°41'25" West, 28.07 feet; thence North 72°07'49" West, 23.18 feet; thence South 86°20'09" West, 16.19 feet; thence westerly, along a curve to the right having a radius of 111.00 feet, and a central angle of 15°30'12", for an arc length of 30.04 feet; thence North 78°09'39" West, 108.10 feet; thence westerly, along a curve to the right having a radius of 111.00 feet, and a central angle of 11°48'57", for an arc length of 22.89 feet; thence North 66°20'42" West, 126.85 feet; thence westerly, along a curve to the left having a radius of 89.00 feet, and a central angle of 29°41'07", for an arc length of 46.11 feet; thence South 83°58'11" West, 387.91 feet; thence South 78°09'33" West, 24.81 feet; thence South 83°43'04" West, 381.67 feet; thence southwesterly, along a curve to the left having a radius of 50.00 feet, and a central angle of 33°23'31", for an arc length of 29.14 feet; thence South 50°19'33" West, 93.14 feet; thence South 48°29'01" West, 132.33 feet; thence South 53°27'21" West, 77.91 feet; thence South 50°19'33" West, 337.49 feet; thence southwesterly, along a curve to the left having a radius of 69.00 feet, and a central angle of 11°53'56", for an arc length of 14.33 feet; thence South 38°25'37" West, 83.67 feet; thence South 42°06'10" West, 49.75 feet to a point on the Northwest line of said Lot 1; thence North 02°19'17" West, along said Northwest line, 31.43 feet to the Point of Beginning.

SECTION TWO
RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstruction on the above described easement area or interfere with the construction, maintenance, or operation of utilities and appurtenances constructed pursuant to this instrument.

Grantee shall have the right of ingress and egress upon the above described Easement for the purpose of maintaining, repairing, or replacing said utilities and otherwise make all uses of said Easement and do all things necessary or proper for the use of said Easement.

Grantor shall do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated.

SECTION THREE
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FOUR
EFFECT OF AGREEMENT

This access easement agreement, together with the other provisions of this grant, shall constitute a covenant running with the land and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTOR:

KUBOTA NORTH AMERICA CORPORATION,
A Delaware Corporation

By: 

Printed Name Alex Woods

Title: VP, Sales Operations, Supply chain &

Street Address: 1000 KUBOTA DRIVE PARTS of KTC

City, State, & Zip GRAPEVINE, TX 76051

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Rachel James, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF Texas)
) SS:
COUNTY OF Tarrant)

BE IT REMEMBERED, That on this 2nd day of December 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Alex Woods (Name), VP Sales Op, Supply Division (Title) of KUBOTA NORTH AMERICA CORPORATION, a Delaware Corporation, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

MIKA SASAKI

Notary Public

My Expires:

03-06-2021



ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

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

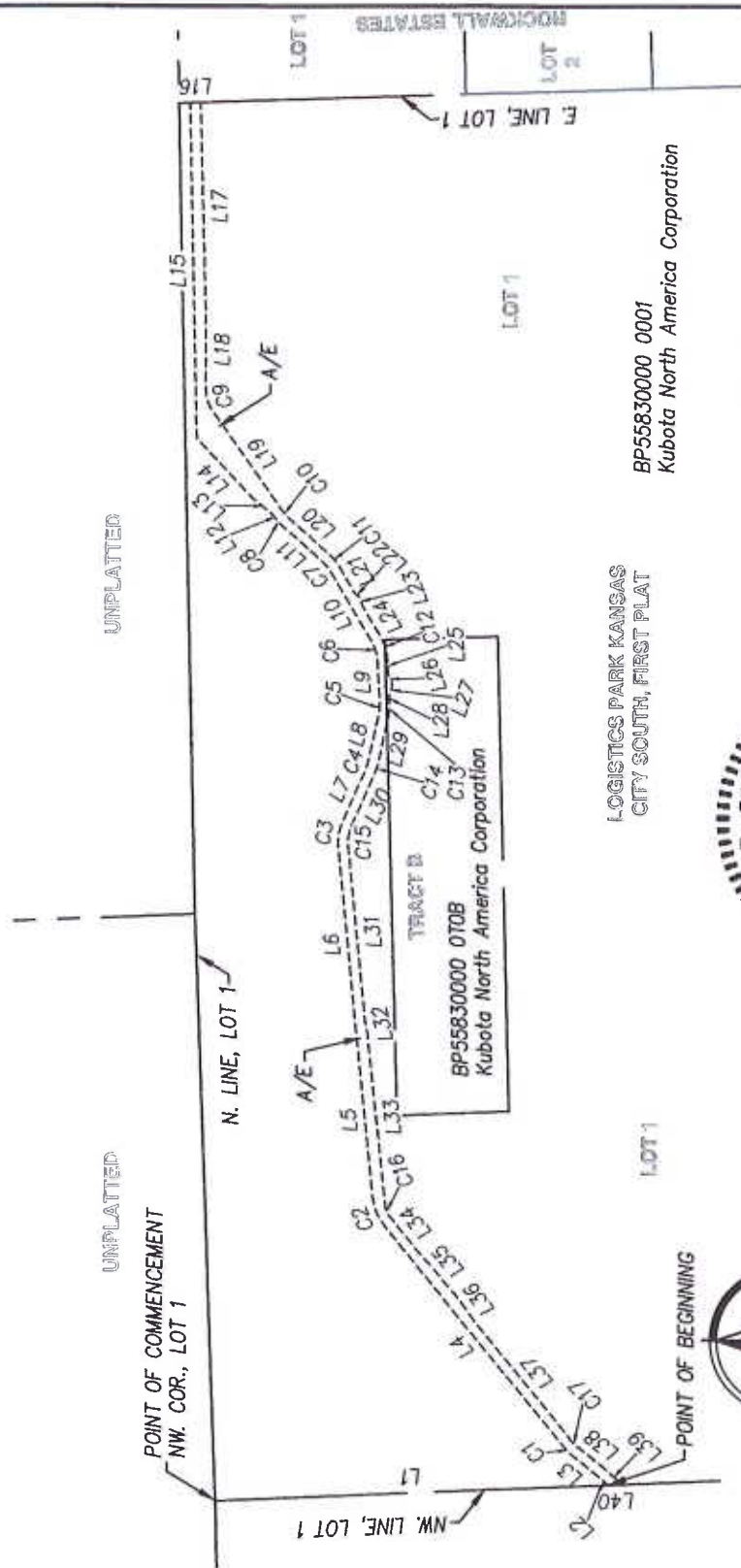
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires:

Access Easement

Exhibit A



LOGISTICS PARK KANSAS
CITY SOUTH, FIRST PLAT

BP55830000 0001
Kubota North America Corporation



NOT TO SCALE

Basis of Bearings:
Kansas State Plane
North Zone, NAD83

LEGEND:

A/E ACCESS EASEMENT



132 Abbie Avenue
Kansas City, Kansas 66103
913.317.9500
www.ric-consult.com

Sheet 1 of 2

Exhibit A

Access Easement

Line Table	
Line #	Bearing & Dist.
L1	S02°19'17"E 876.80'
L2	N42°06'10"E 26.60'
L3	N38°25'45"E 83.77'
L4	N50°19'33"E 634.45'
L5	N83°47'26"E 354.66'
L6	N83°58'11"E 423.31'
L7	S66°20'42"E 126.85'
L8	S78°09'39"E 108.10'
L9	N86°20'09"E 95.80'
L10	N58°41'08"E 179.63'
L11	N40°38'57"E 125.30'
L12	N54°19'38"E 12.51'
L13	N38°22'48"E 60.78'
L14	N46°36'05"E 181.05'
L15	N88°18'55"E 739.25'
L16	S02°01'16"E 23.00'
L17	S87°58'44"W 459.50'
L18	S89°26'35"W 171.29'
L19	S54°19'38"W 276.76'
L20	S40°38'57"W 125.30'

Line Table	
Line #	Bearing & Dist.
L21	S58°41'08"W 70.52'
L22	S38°22'48"W 11.76'
L23	S68°41'25"W 23.49'
L24	S58°41'08"W 74.95'
L25	S86°20'09"W 31.29'
L26	S68°41'25"W 28.07'
L27	N72°07'49"W 23.18'
L28	S86°20'09"W 16.19'
L29	N78°09'39"W 108.10'
L30	N66°20'42"W 126.85'
L31	S83°58'11"W 387.91'
L32	S78°09'33"W 24.81'
L33	S83°43'04"W 381.67'
L34	S50°19'33"W 93.14'
L35	S48°29'01"W 132.33'
L36	S53°27'21"W 77.91'
L37	S50°19'33"W 337.49'
L38	S38°25'37"W 83.67'
L39	S42°06'10"W 49.75'
L40	N02°19'17"W 31.43'

Curve Table			
Curve #	Length	Radius	Delta
C1	18.10'	91'	11°23'36"
C2	64.83'	111'	33°27'53"
C3	57.51'	111'	29°41'07"
C4	18.35'	89'	11°48'57"
C5	24.08'	89'	15°30'12"
C6	42.95'	89'	27°39'01"
C7	28.02'	89'	18°02'11"
C8	14.56'	61'	13°40'41"
C9	54.55'	89'	35°06'57"
C10	9.31'	39'	13°40'41"
C11	34.94'	111'	18°02'11"
C12	53.57'	111'	27°39'01"
C13	30.04'	111'	15°30'12"
C14	22.89'	111'	11°48'57"
C15	46.11'	89'	29°41'07"
C16	29.14'	50'	33°23'31"
C17	14.33'	69'	11°53'56"



132 Auble Avenue
Kansas City, Kansas 66103
913.317.5500
www.ri-consult.com

City Council Action Item

Council Meeting Date: December 12, 2019

Department: Administration

Agenda Item: Consider Letter of Understanding with Johnson County Human Services for 2020 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 the City funds granted to an applicant at \$200 per applicant per calendar year.

City contributions for the last five years are listed below.

2014 \$1,500
2015 \$3,000
2016 \$3,000
2017 \$0
2018 \$0
2019 \$3,000

In 2017 and 2018, the JCHS has funds still available from previous years; therefore, no additional funding was necessary. City Council allocated \$2,000 during the 2020 annual budget process for JCHS 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

Finance Director Approval: 
Karen Kindie, Finance Director

**Recommendation: Approve the 2020 Letter of Understanding with
Johnson County Human Services for Utility Assistance**

Enclosed: 2020 Letter of Understanding with Johnson County Human Services
Utility Assistance Master Guidelines & Procedures

Prepared by:

Rachel James * City Clerk

Letter of Understanding
JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM
2020 Program Year

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

The parties do mutually agree as follows:

ELIGIBILITY

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, 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 \$_____ for the services listed in this Letter of Understanding for calendar year of 2020. 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 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

Name

Title

Date

Johnson County Human Services



Deborah Collins, Director
Johnson County Human Services

Date 11/14/19

Utility Assistance – Master Guidelines & Procedures

Reviewed Nov. 2019 – 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.
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.

2019 Federal Poverty Guidelines	
200%	
Household Size	Monthly Income
1	\$2,082
2	\$2,818
3	\$3,555
4	\$4,292
5	\$5,028
6	\$5,765
7	\$6,502
8	\$7,138
for families with more than 8 people in the household, add \$368 per month per 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	66062	66203 (Merriam/OP)
66025	66031	66211		66210 (Lenexa)	66220	66205
66216		66213		66212		66206
66217		66221		66214		66207
66218		66223		66215		66208
66219		66224				
66226		66085				
66227		66013				

City	Allocation / Household	City	Allocation / Household
De Soto	\$100	Olathe	\$100
Edgerton	\$100	Overland Park	\$100
Fairway	\$100	Prairie Village	\$100
Gardner	\$100	Roeland Park	\$450
Leawood	\$100	Shawnee	\$100
Lenexa	\$100	Spring Hill	\$100
Merriam	\$100	Westwood	\$100
Mission	\$100	Jo Co Wastewater	\$300
		Water District #7	\$
		Atmos Sharing the Warmth	\$500
		Dollar Aide	\$200
		WaterOne	\$300

Residency

Each household considered for eligibility must be located within the boundaries of Johnson County, Kansas. Exception: Miami County residents not eligible for Johnson County UA funds. City of Spring Hill residents in Miami County only eligible for available City of Spring Hill 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 funds 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 \$100 toward the bill before the UA program will pay the benefit amount of \$300.
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 memorandum 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 \$300 in assistance—\$100 coming from the city and \$200 coming from the county. In the case of Overland Park assistance, a dollar-to-dollar match from county assistance is required.

[C] **Johnson County Wastewater** allocates funds to the program for payment of Wastewater bills, and the allocation is a maximum of \$300 per household per year. This money 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 Kansas City Power and Light.

[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 \$300 maximum per household per year.

◆ **DOLLAR AIDE/Dollar Aide Credits**

Dollar Aide and Dollar Aide Credits are available for customers of Kansas City Power and Light 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 150% 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 \$200 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 KCP&L bill.**

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.

City Council Action Item

Council Meeting Date: December 12, 2019

Department: Administration

Agenda Item: Consider Agreement With Gardner Edgerton Chamber Of Commerce For 2020

Background/Description of Item:

Annually during the budget process, the Governing Body considers a request from the Gardner Edgerton Chamber of Commerce (GE Chamber). During the 2020 annual budget process, City Council allocated funding for the GE Chamber in the amount of \$5,000 (same as 2019), broken down as follows:

- \$2,000.00 – Edgerton’s City Chamber Membership
- \$2,000.00 – Gardner Edgerton Magazine
- \$1,000.00 – Production of a Gardner Edgerton Map

Jason Camis, President and CEO of the Gardner Edgerton Chamber has stated that the Chamber’s intent is to produce the Gardner Edgerton Magazine each year – with the 2019 Magazine still in the production stages. The City has not yet been invoiced and has thus not disbursed the 2019 funds allocated for that item.

The Gardner Edgerton Map was not completed during 2019 but the map is currently in production and should be completed in 2020. The map has been a budgeted item since 2017 however funds for the Map have never disbursed as the Chamber invoices when the project completes.

Similar to other partner entities, typically the City of Edgerton prepares an annual agreement for these services. Please find enclosed a draft agreement for chamber services for 2020 with Gardner Edgerton Chamber of Commerce. Following the draft agreement is the proposed 2020 Work Plan as referenced in the agreement. The term of this agreement shall be for one year commencing on January 1, 2020 and terminating on December 31, 2020. Jason Camis will be present at December 12th City Council meeting to present his Work Plan and answer any questions.

Related Ordinance(s) or Statue(s):

Funding Source: General Fund – Economic Development – Marketing/Advertising

Budget Allocated: \$5,000

x Karen E. Kindle
Karen Kindle, Finance Director

Finance Director Approval:

Recommendation: Approve Agreement With Gardner Edgerton Chamber Of Commerce For 2020

Enclosed:

- 2020 Agreement – Contract for Chamber Services
- 2020 Work Plan

Prepared by: Katy Crow, Development Services Director

AGREEMENT

THIS CONTRACT FOR CHAMBER SERVICES ("Renewal") is made and entered into as of this 12th day of December 2019, by and between the City of Edgerton, Kansas (the "CITY") and the Gardner Edgerton Chamber of Commerce (the "CHAMBER"), a Kansas not-for-profit corporation.

The CHAMBER has been organized by representatives of the business community and certain government agencies in and around the greater area of the cities of Gardner, Kansas and Edgerton, Kansas for the purpose of promoting and advancing growth of businesses in the area.

The CITY desires to procure from the CHAMBER certain services in support of the CITY'S plan for continued economic development and growth.

Therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

1. SERVICES. The CHAMBER agrees to provide, through its professional staff, the following services to the CITY:

a. ADVOCACY. The CHAMBER shall provide support to the CITY and its staff in advocating on behalf of the Gardner Edgerton business community for an environment that allows area businesses to thrive. The CHAMBER shall initiate programs and activities that build awareness of local, regional, state and federal actions that affect area businesses. The CHAMBER may also serve as a liaison on behalf of area businesses with the CITY in promoting retention and expansion of existing business.

b. COLLABORATION. The CHAMBER, through its professional staff, shall assist the CITY and its staff in establishing and maintaining relationships between the government agencies and the business community within the Gardner Edgerton area. The CHAMBER will support and promote opportunities that include the cities and local school district to collaborate on common issues affecting the Gardner Edgerton area.

c. EXPOSURE. The CHAMBER shall initiate programs and services to raise awareness of local area businesses and provide exposure to the Gardner Edgerton area. These programs could include, but not limited to, functions such as grand openings and ribbon cuttings to celebrate the milestones for area businesses, a community magazine, community map or other marketing/advertising opportunities.

2. PERFORMANCE STANDARDS. The CHAMBER shall establish a plan of work in which the specific activities to be performed by the CHAMBER are delineated. Such plan of work shall specifically address the nature and scope of services to be provided to the CITY and shall establish performance criteria by which the CHAMBER'S performance will be measured. Such plan of work shall be prepared annually and shall be subject to the approval of the CITY prior to

adoption by the board of directors of the CHAMBER.

3. COMPENSATION. In consideration of the services to be provided by the CHAMBER, the CITY shall pay to the CHAMBER five thousand dollars (\$5,000.00). This amount includes \$2,000.00 for the CITY's membership to the Chamber, \$1,000.00 for production of the Gardner Edgerton map and \$2,000.00 for the production of the GE Magazine. The CHAMBER shall prepare and submit an invoice for the membership portion of such fees to the CITY 30 days prior to a March 1st due date. The CHAMBER will prepare and submit an invoice for the GE Magazine and the Gardner Edgerton map when each is respectively submitted to the CHAMBER printer.

4. TERM. The term of this agreement shall be for one year commencing on January 1, 2020 and terminating on December 31, 2020.

5. RENEWAL. This agreement may be renewed annually by mutual agreement of the parties.

6. NO AGENCY RELATIONSHIP. Notwithstanding anything to the contrary contained in this Agreement, the CHAMBER and its employees shall not hold itself or themselves out as, and shall not be, an agent for the CITY. Neither the CHAMBER nor its employees shall have authority to enter into agreements, leases, or other commitments on behalf of the CITY.

7. INDEMNITY. Each party to this agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.

8. INSURANCE. The CHAMBER shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage.

9. TERMINATION. In the event one party breaches this Agreement the other party may declare this Agreement in default. The non-breaching party may terminate this Agreement upon thirty days' notice to the breaching party and this Agreement shall thereafter terminate unless the default is cured within such thirty days.

10. FUNDING. The parties acknowledge that the CHAMBER's ability to fulfill the terms of this Agreement is contingent upon continued funding by its members, and that such funding is currently primarily comprised of voluntary contributions. CHAMBER shall make reasonable efforts to gain continuing financial support through expanded membership and through other funding sources, such as grants-in-aid and service contracts with other agencies and organizations.

IN WITNESS WHEREOF, the parties hereto have set their hand this 12th day of December, 2019, at Johnson County, Kansas.

GARDNER EDGERTON
CHAMBER OF COMMERCE

CITY OF EDGERTON, KANSAS

President

Mayor

Gardner Edgerton Chamber/City of Edgerton Work Plan – 2020

The Gardner Edgerton Chamber of Commerce is pleased to present the following work plan for 2020 with the City of Edgerton. The format aligns with the Chamber's adopted 2018-2020 Strategy Plan, which is undergoing a review by the Chamber board at the current time.

Per the agreement with the City of Edgerton, approved by City Council on December 12, 2019, the Chamber proposes the following for 2020. Activities will be reviewed in the fall of 2020 to determine appropriate changes for a 2021 Work Plan.

Growth & Exposure -

- I. **Website** – the Chamber will provide a direct link from homepage of website.
- II. **Ribbon Cuttings/Grand Openings** – the Chamber will provide assistance/coordination as needed. (Ongoing)
- III. **New Resident Bags/Rental Listings** – the Chamber will update and provide as needed for all new residents, distributed at Edgerton City Hall. The Chamber will contact Edgerton city staff at least monthly to confirm needs. (Ongoing)
- IV. **Marketing Support** – the Chamber will work with the Marketing & Communications Manager and provide support via email/social media for appropriate events/initiatives/news/job postings. (Ongoing)
- V. **Business Directory** – the Chamber will provide a database list of all businesses known in Edgerton to the City upon request. (Ongoing)
- VI. **Gardner Edgerton Community Magazine** – the Chamber will continue to produce a community magazine and distribute to all allowable addresses in Edgerton and provide a pre-determined # of copies for the City to use as necessary. The Chamber will solicit story ideas from the City of Edgerton for consideration and will include an article about Edgerton or a business in the City of Edgerton. (3rd quarter)
- VII. **Gardner Edgerton Community Map** – the chamber will provide copies of the map as requested.

Collaboration -

- I. **Southwest Johnson County Elected Officials Event** – the Chamber will host a Southwest Johnson County Elected Official Event in 2020, inviting city, regional and state elected officials along with top staff person from each entity.
- II. **City Staff/Council** – the Chamber will meet at least quarterly with designated city staff. The Chamber President/CEO and Board Chair will meet annually with Edgerton City Administrator & Mayor in the fall to determine progress toward existing and future goals. Chamber staff will attend council meetings quarterly to provide general updates:
 - 1st quarter & 3rd quarter – general updates
 - 2nd quarter – budget request
 - 4th quarter – work plan
- III. **Community Events** – the Chamber will provide support and services for various community events where possible. Activities may include support of Frontier Days, Summer Kickoff, July 3rd Celebration, etc. and is subject to the capacity of chamber staff.
- IV. **Johnson County Public Policy Coalition** – compare policy platform and advocate on behalf of issues that are of mutual agreement with the City of Edgerton. (Ongoing)
- V. **Local Chamber Coalition** - compare policy platform and advocate on behalf of issues that are of mutual agreement with the City of Edgerton. (Ongoing)
- VI. **Edgerton City Council** – the Chamber will provide an opportunity for the community to get to know candidates prior to the general election in Nov. 2020 (3rd quarter). This may take the form of an in-person or online activity depending on need and candidate availability.
- VII. **Feedback** – The Chamber will provide relevant feedback from businesses in Edgerton when it comes to matters of dealing with the City.

City Council Action Item

Council Meeting Date: December 9, 2019

Department: Administration

Agenda Item: Consider a Contract with ElevateEdgerton! For Economic Development Services for 2020

Background/Description of Item:

ElevateEdgerton! was formed in early 2017 as a public-private entity dedicated to driving development to Edgerton. In summer 2019, James Oltman, President for ElevateEdgerton!, presented to the Edgerton City Council the request for 2020 funding allocation as part of the annual budget process. City Council approved the 2020 Budget request to include: \$55,000 membership plus \$10,000 as special grant for the Edgerton/LPKC marketing campaign. City Council also authorized \$10,000 of in-kind contribution of time from the Marketing/Communications Manager.

Similar to other partner entities, typically the City of Edgerton has done an annual agreement for this type of funding allocation. Please find enclosed a draft agreement for economic development services for 2020 with ElevateEdgerton!. Following the draft agreement is the proposed Deliverables as referenced in the agreement. The term of this agreement shall be for one year commencing on January 1, 2020 and terminating on December 31, 2020.

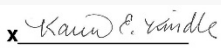
Attracting businesses to the City is a time-consuming process that requires specialized knowledge and strong relationships with state agencies, utilities, businesses, developers and real estate professionals. Due to the significant importance of continued development and growth of the business sector within the City, staff recommends the City Council continue to secure these services from ElevateEdgerton!.

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

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

Funding Source: General Fund-Economic Development

Budget Allocated: \$65,000

Finance Director Approval:  x
Karen Kindle, Finance Director

Recommendation: Approve a Contract with ElevateEdgerton! For Economic Development Services for 2020

Enclosed:

Draft Agreement with ElevateEdgerton! and 2020 Deliverables

Prepared by:

Beth Linn, City Administrator

AGREEMENT

THIS CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES ("Renewal") is made and entered into as of this 12th day of December, 2019, by and between the City of Edgerton, Kansas (the "City") and ElevateEdgerton! ("EDC"), a Kansas not-for-profit corporation.

EDC has been organized by representatives of the business community and certain government agencies in and around the City of Edgerton, Kansas for the purpose of promoting economic growth in the area, and

The City of Edgerton desires to procure from EDC certain services in support of the City's plan for continued economic development and growth.

Therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

1. **SERVICES.** EDC agrees to provide, through its professional staff, the following services to the City:

a. **MARKETING.** EDC shall provide support to the City and its staff in marketing the business advantages to potential corporate residents, which support shall include, but is not limited to, market research, accumulation of data concerning prospective tenants, development and distribution of marketing materials, attendance at trade shows, conventions and other events where appropriate market intelligence can be gained, and other activities deemed appropriate by the parties. EDC shall initiate such activities as it deems appropriate to ensure that the City is well represented in the commercial and industrial real estate market both regionally and nationally.

b. **EXISTING BUSINESS RELATIONS.** EDC, through its professional staff, shall assist the City and its staff in establishing and maintaining relationships with the existing businesses, to assist those businesses in developing and expanding their facilities at the City and to identify and pursue potential linkages with other businesses who may be candidates for locating to the City. EDC staff shall specifically and purposefully offer its services to each and every business in the City. EDC shall develop a means of annually contacting the managers of these businesses informing them about the services available through EDC. EDC staff shall annually survey these businesses to update information about expansion opportunities.

c. **BUSINESS RECRUITMENT.** EDC shall initiate an aggressive program to identify and recruit new businesses to the City. EDC shall undertake specific efforts to identify target businesses by industry and by name, to inform those businesses of the opportunities for locating to the City, and to follow-up with qualified prospects in order to prepare development proposals. EDC staff shall participate in joint efforts at the local, regional and state levels to recruit new businesses to the City.

d. **DEVELOPMENT PROPOSALS.** EDC staff shall assist existing businesses and prospective new businesses in preparing development proposals for the consideration of the City. EDC staff shall become familiar with every aspect of economic development as it applies to the

City, and shall develop an understanding of the City's objectives in developing the commercial and industrial sectors of the City. EDC staff shall act as facilitator for prospective business development and shall assist in the presentation of the development proposal to the various jurisdictions having oversight on the development in the City. EDC staff shall strive to develop a "one-stop shopping" approach for development proposals so that a proponent of a project can get virtually all of his or her questions answered by or through EDC staff.

2. **PERFORMANCE STANDARDS.** EDC shall establish a plan of work in which the specific activities to be performed by EDC staff are delineated. Such plan of work shall specifically address the nature and scope of services to be provided to the City and shall establish performance criteria by which EDC staff's individual performance will be measured. Such plan of work shall be prepared annually and shall be subject to the approval of the City Administrator prior to adoption by the board of directors of EDC.

3. **COMPENSATION.** In consideration of the services to be provided by EDC, the City shall pay to EDC the sum of \$55,000, payable on the first day of the month of February. EDC shall prepare an invoice for the payment and submit such invoice to the City 30 days prior to the scheduled payment.

4. **TERM.** The term of this agreement shall be for one year commencing on January 1, 2020 and terminating on December 31, 2020.

5. **RENEWAL.** This agreement may be renewed annually by mutual agreement of the parties.

6. **NO AGENCY RELATIONSHIP.** Notwithstanding anything to the contrary contained in this Agreement, EDC and its employees shall not hold itself or themselves out as, and shall not be, an agent for the City. Neither EDC nor its employees shall have authority to enter into agreements, leases, or other commitments on behalf of the City.

7. **INDEMNITY.** Each party to this agreement agrees to and shall defend and hold harmless the other for the negligent acts and omissions of such party and its agents, employees and contractors, provided, however, nothing herein shall be construed as a waiver by either party of any limitation of liability provided under the Kansas Tort Claims Act.

8. **INSURANCE.** EDC shall be solely responsible for obtaining all insurance coverages that it deems necessary or desirable in connection with its business and its obligations under this Agreement, including, but not limited to, general liability, workers compensation, and automobile liability coverage. Should it deem beneficial, the City may request copies of such insurance coverage from EDC.

9. **TERMINATION.** In the event one party breaches this Agreement the other party may declare this Agreement in default. The non-breaching party may terminate this Agreement upon thirty days notice to the breaching party and this Agreement shall thereafter terminate unless the default is cured within such thirty days.

10. **DUTIES UPON EXPIRATION OR TERMINATION.** It is acknowledged and agreed that in the course of performing its obligations under this Agreement EDC will compile and prepare certain market information, client lists, data bases and other information relating to the City operations,

businesses, prospective businesses, and other information, all of which shall become the property of the City upon the expiration or early termination of this Agreement. EDC agrees to deliver to the City all such information not later than the fifth business day following the expiration or early termination of the Agreement. All such information shall be kept confidential by EDC following the expiration or early termination of this Agreement and EDC agrees not to disclose such information to any third party except as required by law.

11. FUNDING. The parties acknowledge that EDC's ability to fulfill the terms of this Agreement is contingent upon continued funding by its members, and that such funding is currently primarily comprised of voluntary contributions. EDC shall make reasonable efforts to gain continuing financial support through expanded membership and through other funding sources, such as grants-in-aid and service contracts with other agencies and organizations.

IN WITNESS WHEREOF, the parties hereto have set their hand this 12th day of December, 2019, at Johnson County, Kansas.

ELEVATEEDGERTON!

CITY OF EDGERTON, KANSAS

James Oltman, President

Donald Roberts, Mayor



2020 ElevateEdgerton! Deliverables

- Housing development efforts
 - o Maintain and update inventory of properties well positioned for residential development
 - o Meet with potential housing developers about new residential construction in Edgerton
- Retail/commercial recruitment efforts
 - o Continue to assess the needs of LPKC tenants and proceed accordingly
 - o Create marketing material specifically geared towards commercial recruitment
 - o Attend events and meetings geared towards active recruitment of retail/commercial
 - Hotel developer meeting
 - Commercial Developer meetings
 - ICSC Recon: Global Retail Convention
- Workforce
 - o Host monthly HR roundtable for all LPKC tenants
 - o Coordinate LPKC exclusive career fairs
 - o Regional marketing for LPKC employment opportunities
 - o Continue to enhance and expand LPKC Career Connect
- Investor Retention/Growth
 - o Continued effort on adding new strategic partnerships to ElevateEdgerton!
- Representing Edgerton within the region
 - o Attend Planning Commission and City Council meetings when economic development opportunities are being discussed
 - o Attend and report at Gardner – Edgerton Chamber of Commerce Board meetings
 - o Represent Edgerton at regional economic development events
 - Kansas City Area Development Council
 - KC Smartport
 - Kansas Economic Development Alliance
 - Southern Economic Development Council
 - Council of Supply Chain Management Professionals

Requested funding amount:

\$55,000.00 cash contributions

\$10,000 in-kind contributions from City of Edgerton Marketing and Communications employee

\$10,000 special grant – Edgerton/LPKC marketing campaign to include print/digital content in industry publication

City Council Action Item

Council Meeting Date: December 12, 2019

Department: Administration

Agenda Item: Consider Resolution No. 12-12-19A Authorizing the Offering for Sale of General Obligation Refunding Bonds, Series 2020A, of the City of Edgerton, Kansas.

Background/Description of Item:

The City's Financial Advisor, Columbia Capital, LLC, monitors the municipal bond market for opportunities for the City to refinance its outstanding debt at lower rates. Columbia Capital has found current market conditions conducive to refinancing all or a portion of the City's outstanding Series 2012A General Obligation Bonds, which have a principal balance of \$3,220,000 and a final maturity date of August 1, 2034. These bonds were issued to pay for the quiet zone improvements made at the railroad crossings and the water and wastewater improvements made in the Sunflower Benefit District. The bonds are a general obligation of the City, secured by the City's full faith and credit, and its authority to levy property taxes. Debt service payments for these bonds come from two sources: (1) revenues from the Public Infrastructure Fund for LPKC Phase 1 which fund the Quiet Zone related payments; and (2) special assessments on the properties within the Sunflower Benefit District which fund the payments related to the improvements for the Sunflower Benefit District. The special assessments are included in the property tax bills for those properties and received by the City via property tax distributions from the Johnson County Treasurer.

In October, Columbia Capital performed a preliminary refunding analysis, confirming the potential for enough savings to outweigh the cost of refunding the bonds. The savings are estimated to be approximately \$20,000 per year from 2020 to 2034. The debt service savings related to the Quiet Zone project will reduce the required reserves at the trust and flow through the funding waterfall contained in the LPKC Phase 1 development agreement. The savings related to the reduced debt service for the portion related to the Sunflower Benefit District can only be used for GO bond debt service and will therefore remain in the Bond & Interest Fund to offset future debt payments.

Columbia Capital issued a Request for Proposals (RFP) on behalf of the City for underwriting services for the proposed refunding bond issue. Six responses to the RFP were received, two of which Columbia Capital recommends for Council consideration: UMB Bank and Stifel. Each of the two responses represents a different sale process. UMB Bank proposes a traditional public negotiated sale, whereby UMB (as underwriter) negotiates with the City and its financial

advisor to purchase the bonds at agreed upon interest rates for resell to investors in the public market. This traditional process is likely to offer the City the lowest potential interest rate, but increased transaction development work by City staff and the financing team professionals, resulting in higher bond issuance costs.

Alternatively, Stifel proposes a private placement process, whereby Stifel (as placement agent) places the bonds with a single institutional investor. This approach would lower the City's bond issuance costs because the City would not need to obtain a bond rating, nor would the City need to draft a public disclosure document (Official Statement). This approach would also allow the City to more quickly price and close the transaction. A disadvantage to this approach is that it is likely to result in a higher interest rate.

Staff is seeking input and direction from the Council regarding which sale method to use for the proposed refunding bonds. Representatives from Columbia Capital will be present at the Council Meeting on December 12, 2019, to provide information on the types of bond sales as well as information on the benefit district process, including background information on the Sunflower Benefit District.

The next step in the refunding process would be for the Council to approve a resolution offering the bonds for sale. Resolution No. 12-12-19A is attached and is written to accommodate either of the proposed sale methods.

Regardless of the sale method chosen, if Council approves Resolution No. 12-12-19A, work related to the bond issue would likely occur in December, January and February. An ordinance authorizing the final sale terms of the bonds would be brought back to Council and closing on the bonds would occur in February.

The City Attorney has reviewed and approved this resolution.

Related Ordinance(s) or Statue(s): Ordinance No. 927, Resolution No. 08-23-12B

Funding Source: n/a

Budget Allocated: n/a

Finance Director Approval:  x
Karen Kindle, Finance Director

<p>Recommendation: Approve Resolution No. 12-12-19A Authorizing the Offering for Sale of General Obligation Refunding Bonds, Series 2020A, of the City of Edgerton, Kansas.</p>
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Enclosed: Resolution No. 12-12-19A

Prepared by: Karen Kindle * Finance Director

RESOLUTION NO. 12-12-19A

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020A, OF THE CITY OF EDGERTON, KANSAS.

WHEREAS, the City of Edgerton, Kansas (the “Issuer”) has previously issued and has outstanding general obligation bonds; and

WHEREAS, due to the current interest rate environment, the Issuer has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on all or a portion of the debt represented by such general obligation bonds described as follows (the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
General Obligation Bonds	2012A	Sept. 27, 2012	2020 to 2034	\$3,220,000

; and

WHEREAS, the Issuer has selected the firm of Columbia Capital Management, LLC, Overland Park, Kansas (the “Financial Advisor”), as financial advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to refund the Refunded Bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, in certain circumstances, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor, in conjunction with Issuer staff and officials, and Gilmore & Bell, P.C., Kansas City, Missouri, the Issuer’s bond counsel (“Bond Counsel”), to proceed with the preparation and distribution of a preliminary official statement, if necessary, and all other preliminary action necessary to sell said general obligation bonds; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of said general obligation bonds, the Governing Body desires to authorize the Mayor (or member of the Governing Body authorized to exercise the power and duties of the Mayor in the Mayor’s absence) (the “Mayor”) to confirm the sale of such general obligation bonds, if necessary, prior to the next meeting of the Governing Body to adopt the necessary ordinance and resolution providing for the issuance thereof.

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

Section 1. The Financial Advisor, in conjunction with the City Administrator and Finance Director, is hereby authorized to proceed with the offering for sale of the Issuer’s General Obligation Refunding Bonds, Series 2020A (the “Bonds”). The Bonds shall be sold, subject to the approving opinion of Bond Counsel, on a negotiated basis to a purchaser or purchasers (collectively the “Purchaser”) to be designated by the Mayor, in consultation with the City Administrator, Finance Director, and Financial Advisor, after evaluating proposals submitted by prospective purchasers based on a request for proposals

prepared by the Financial Advisor. The timing of offering for sale, the pricing, the determination of the structuring and repayment terms of the Bonds and the selection of various other professionals necessary to complete the issuance of the Bonds, shall be determined by the Mayor, in consultation with the City Administrator, Finance Director, Financial Advisor, and Bond Counsel.

The confirmation of the sale of the Bonds shall be subject to the execution of a bond purchase agreement between the Purchaser and the Issuer (the "Bond Purchase Agreement") in a form approved by Bond Counsel, the passage of an ordinance and adoption of a resolution by the Governing Body authorizing the issuance of the Bonds and the execution of various documents necessary to deliver the Bonds. The Mayor is hereby authorized to execute the Bond Purchase Agreement subject to the following parameters: (a) the principal amount of the Bonds shall not exceed \$3,300,000; (b) the true interest cost of the Bonds shall not exceed 3.25%; and (c) the present value savings associated with refunding the Refunded Bonds shall be not less than 3.00% of the outstanding principal of the Refunded Bonds.

Section 2. If necessary, the Purchaser, in conjunction with Issuer staff and officials, the Financial Advisor and Bond Counsel, is hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement"). If a Preliminary Official Statement is prepared, the Issuer hereby consents to the use and public distribution by the Purchaser of the Preliminary Official Statement in connection with the offering for sale of the Bonds.

Section 3. If a Preliminary Official Statement is prepared for the Bonds, and for the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the Mayor and Finance Director or other appropriate officers of the Issuer are hereby authorized: (a) to approve the form of the Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 4. If a Preliminary Official Statement is prepared for the Bonds, the Issuer agrees to provide to the Purchaser within seven business days of the date of the Bond Purchase Agreement or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, City Administrator, Finance Director, and the other officers and representatives of the Issuer, the Financial Advisor, the Purchaser and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Bonds; (b) provide for notice of redemption of the Refunded Bonds; and (c) purchase or subscribe for the securities to be deposited in the escrow for the Refunded Bonds, if necessary.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Council on December 12, 2019.

(SEAL)

Donald Roberts, Mayor

ATTEST:

Rachel James, City Clerk

APPROVED AS TO FORM ONLY.

Gilmore & Bell, P.C.

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

_____, 2020

To: _____

Re: City of Edgerton, Kansas, General Obligation Refunding Bonds, Series 2020A

The undersigned are the duly acting Mayor and Finance Director of the City of Edgerton, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the purchaser (the "Purchaser") of the above-referenced bonds (the "Bonds") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF EDGERTON, KANSAS

By: _____
Name: Donald Roberts
Title: Mayor

By: _____
Name: Karen Kindle
Title: Finance Director

City Council Action Item

Council Meeting Date: December 12, 2019

Department: Administration

Agenda Item: Consider an Agreement with the Johnson County Sheriff's Department for the Provision of Law Enforcement Services for Fiscal Year 2020

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 2020 are identical as services provided in previous years except for the addition of 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 2020 Agreement now includes language in Addendum Number 1 to add the "Power Shift" which is a second patrol unit assigned to the residential area of Edgerton for 40 hours each week. This unit would be scheduled for peak call loads or to address specific concerns. These changes are shown in red in the draft agreement.

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.

During the 2020 Annual Budget Process, City Council approved the addition of the "Power Shift" for inclusion in the 2020 budget.

The highlights of the agreement are as follows:

Term of Agreement: January 1, 2019 – December 31, 2019
Cost for Policing Services: \$ 328,881
Cost for "Power Shift": \$ 132,538
Total Agreement Cost: \$ 462,419

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: \$462,538

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 2020

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, 2020 through December 31, 2020. 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-Nine Thousand Eight Hundred and Eighty-One Dollars (\$329,881)** 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 Thirty-Eight Dollars (\$132,538)** 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-Two Thousand Four Hundred and Nineteen Dollars (\$462,419)**; 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:

Rachel A. James, 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 \$132,538. That cost was calculated as follows:

One (1) Deputy	\$ 102,147	
Relief Deputy	\$ 20,429	(15% of primary Deputy costs)
Vehicle	\$ 4,500	(23% of annual usage)
Vehicle Maintenance	\$ 3,162	(23% of annual usage)
Vehicle Fuel	\$ 2,300	(23% of annual usage)
Total	\$ 132,538	



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City Council Action Item

Council Meeting Date: December 12, 2019

Department: Administration

Agenda Item: Consider Resolution No. 12-12-19B 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. 12-13-19B, is the draft of the Annual Fee Resolution for 2020. 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.

Business License

- Added the \$25.00 fee that is charged for Block Parties. The Block Party item was included in the previous versions of the Fee Resolution; however, a dollar amount wasn't listed.

Utilities – Water

- Removed ¾" meter from the Water Customer Service Fee chart. The City doesn't use ¾" meters for its customers. The standard residential meter is 5/8" x 3/4".
- Removed ¾" meter from the Water System Development Fee chart. The City doesn't use ¾" meters for its customers. The standard residential meter is 5/8" x 3/4".

Private System Disposal Fees

- Clarified that the fee for the first year Non-Residential Annual Operation Permit is included in the Installation Permit Fee.

Zoning and Development Fees

Current: Board of Zoning Appeals Variance or Appeal Fee - \$100

Change: Board of Zoning Appeals Variance or Appeal Fee - \$250 plus publication fees

Board of Zoning Appeals (BZA) meetings only occur when there is an application filed requesting a variance from compliance with Unified Development Code requirements. Every BZA meeting requires a public hearing. These meetings occur prior to a scheduled Planning Commission meeting and include a staff report which is reviewed by the city attorney to ensure compliance with state statutes. The cost to publish in 2019 averaged \$70 per the occurrence with the cost to publish is based upon the legal description provided to the Gardner News. Staff requests the fee be increased to \$250 plus publication fees to cover publication costs, city attorney review fees and additional staff time for the public hearing.

Current: Conditional/Special Use Permit Fee - \$250

Change: Conditional/Special Use Permit Fee

- ***Residential Zoning Districts - \$100 plus publication fees***
- ***Non-Residential Zoning Districts - \$1000 plus publication fees***

Per conversations with the Governing Body during a recent fee resolution change, it was requested the fees for Conditional Use Permits (CUPs) be adjusted to charge a higher fee amount for those issued in Commercial/Industrial Zoning Districts. CUPs are reviewed like a rezoning in that they are requesting permission for a land use which is not permitted by right. As such, they require a published public hearing notification, a larger dedication of staff review time and the City Attorney is involved to review the staff report and prepare the ordinance. Charging a higher fee for Commercial/Industrial zoned parcels would not present a hardship to those applicants as the CUPs for projects in those zoning districts are often approved and issued for 5 years or more. Residential Zoning District CUP fees would only increase enough to ensure that the fee to publish in the newspaper and attorney's fees are covered.

Current: Temporary Construction Activities

- **Application - \$100**
- **Permit - \$200**
- **Revised Application requiring another Planning Commission review – Post Approval – currently handled as a new application**
- **Expired Permit – currently treated as a new application and permit**

Change: Temporary Construction Activities

- ***Permit - \$500***
- ***Amended Application requiring another Planning Commission review – Post Approval - \$250***
- ***Expired Permit – treat like a new permit and clarify in the fee schedule.***

In order to keep the permitting process consistent, staff would request the removal of separate fees for application and permit. Charging one fee for the permit application review and the permit for temporary construction uses would mirror the process for other development permits. In recent months staff has been asked to review revised Temporary Construction Use applications which have already been heard and approved by the Planning

Commission. These reviews occur because something in the originally proposed operation plan changes. For example, a different route than what was approved is requested for hauling concrete to a project. Staff re-reviews the request and resubmits to the Planning Commission for review and approval as required by the Unified Development Code. Staff requests a fee of \$250 be charged to review revisions to approved Temporary Construction Activities permits.

- Current:** **Blasting**
- **6 months - \$25**
 - **12 months - \$50**

- Change:** ***Blasting***
- ***Remove 6 month blasting permit option***
 - ***12 months - \$500***

In recent months, staff has been asked to review several blasting permits. In order to ensure compliance with Edgerton code related to blasting, an extensive amount of staff time is necessary. A detailed checklist of requirements is reviewed by staff including who is to receive preblast surveys and notification letters. Several staff members are involved including the Building Inspector, the Planning and Zoning Coordinator and the Development Services Director. Additionally, an onsite inspection is performed at the time of issuance to ensure that all onsite criteria are met. Staff recommends that the 6-month permit be removed, and the permit duration be 12 months for all permits issued. This would help accommodate any project delays the applicant may experience which would necessitate a new permit having to be issued if the project delays past the 6-month permit limit. Staff requests a set fee of \$500 be charged for the single 12 month blasting permit.

Current: **Preliminary/Final Site Plan Fee – \$200 plus \$10 per acre**

Change: ***Preliminary/Final Site Plan Fee – \$200 plus \$10 per acre plus publication fees***

Current: **Site Plan re-review fees – no fees currently charged**

Change: ***Site Plan re-review fees - \$200 plus \$10/acre***

Current: **Revised Site Plan – no fees currently charged**

Change: ***Revised Site Plan Changes Requiring Planning Commission Approval - \$250***
Revised Site Plan Changes Requiring Zoning Administrator Approval \$100

Currently the only fee listed on the Fee Schedule related to Site Plans is the initial filing fee of \$200 plus \$10 per acre. Site Plans are required to have a public hearing with official notification in the paper of record including the legal description for the property. Publication fees are based upon content submitted and the legal description for the property can vary substantially in length. Staff proposes including the actual publication costs as part of the fee component to ensure the city's costs are covered.

As part of the current review process, staff meets with the applicant to provide feedback prior to the Planning Commission review. At times, staff receives plan sets which require substantial revisions, even after feedback is provided. It is necessary to perform a complete review of the entire resubmission to ensure all the necessary corrections have been made and no other alterations have been made. Staff proposes that plans which require more than one re-review by staff be charged the same fees as an initial submission. This fee would apply to the revisions required pursuant to comments made as stipulations on the Planning Commission Staff Report.

Staff is often asked to review revisions to approved site plans which occur after the initial site plan has been approved by the Planning Commission. Sometimes these requests come during the actual building process, sometimes they come after the project is already completed.

Proposed Site Plan changes can vary in intensity and use, and can include things like building articulation, berm height, parking lot striping changes (impacts traffic flow), adding an additional parking area or adding a break structure for employees. Per the revisions to *Article 10 – Site Plans* of the Unified Development Code, the magnitude and type of the change may require a review by the Planning Commission. Smaller changes which do not change the spirit or intent of the initial Site Plan may be reviewed and approved by the Zoning Administrator. Currently, there is no additional charge for review of these Site Plan changes, yet they receive the same level of detail review performed on the initial Site Plan review. Because the design/build process is often used for LPKC development, changes can occur at a rapid rate and staff review is requested at an accelerated rate due to the developer's build timeline.

Staff requests a fee of \$250 be charged for changes which require a re-review by the Planning Commission. For Site Plan updates that can be approved at the Zoning Administrator level, staff requests a fee of \$100 be charged.

Current:	Preliminary Plat Fee – \$300 plus \$10 per lot
Change:	<i>Preliminary Plat Fee – \$300 plus \$10 per lot plus publication fees</i>

Current:	Final Plat Fee – \$300 plus \$10 per lot
Change:	<i>Final Plat Fee – \$300 plus \$10 per lot plus publication fees</i>

Current:	Preliminary Plat Re-review Fee – no fees currently charged
Change:	<i>Preliminary Plat Re-review Fee – \$300 plus \$10 per lot</i>

Current:	Final Plat Re-review Fee – no fees currently charged
Change:	<i>Final Plat Re-review Fee – \$300 plus \$10 per lot</i>

A public hearing component is also required for plat reviews, including the publication of the property's legal description. Because publication fees are based upon the length of the content submitted, staff proposes including the actual publication costs as part of the fee component.

As was noted above in the Site Plan fee section, there is currently no re-review fee for Preliminary and Final Plats which are received and require additional staff review time. The same rules would apply to these fees and, after staff provides feedback to the applicant, the

first re-review of the plat would occur at no additional charge. Those plans which are not revised per staff comment would be charged the re-review fee. Staff requests a re-review fee equivalent to the initial filing fee of \$300 plus \$10 per lot be charged because all pages of the resubmission must be reviewed.

Sign Fees

Current: Sign Fees – Billboard Sign \$125.00


Change: *Sign Fees – Billboard Sign – remove, billboards no longer allowed by Article 12 of UDC.*

With the update to *Article 12 - Signs* of the Unified Development Code, billboard signs were removed as a permitted use. As such, they are no longer required in the Fee Schedule.

Related Ordinance(s) or Statute(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. 12-12-19B Establishing Fees and Rates for Permits, Licenses and Services Within the City of Edgerton, Kansas.</p>
--

Enclosed: Draft Resolution No. 12-12-19B redline version
Draft Resolution No. 12-12-19B clean version

Prepared by:

Karen Kindle * Finance Director

RESOLUTION NO. 12-12-19B

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

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

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

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

SECTION 1: FEES.

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

OPEN RECORDS

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

ANIMAL CONTROL

Animal Registration Fees:

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

Animal Redemption Fees:

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

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

BEVERAGES

Cereal Malt Beverages

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

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

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

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

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

Other Inspections and Fees

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

Permit Fees – Residential Building

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

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

Other Inspections and Fees

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

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

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

Permit Fees - Fuel Gas Code

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

Permit Fees – Plumbing Code

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

Permit Fees – Mechanical Code

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

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

Permit Fees – Electrical Code

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

Moving Buildings

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

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

Fire Insurance Proceeds Fund

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

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

Block Party \$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

PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
Abatement Administrative Fee	\$50.00 per abatement

UTILITIES - WATER

Water Rate

WATER

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

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$20.83	\$31.23
3/4"	\$22.13	\$33.19
1"	\$24.76	\$37.13
1 1/2"	\$31.30	\$46.95
2"	\$39.17	\$58.75
3"	\$57.52	\$86.26
4"	\$83.71	\$125.57
6"	\$149.22	\$223.82
8"	\$227.84	\$341.76

Volumetric Rate

Tiers	Inside City	Outside City
0-2,000	\$4.29	\$6.43
2,001-10,000	\$9.64	\$14.45
>10,000	\$13.30	\$19.93

Water System Development Fees

System Development Fee (based on size of water meter)

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

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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

\$6.55

Volumetric Rate

\$7.58 [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

Wholesale Wastewater Rate \$3.36 [per 1,000 gallons]

Private Disposal System Fees

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

(first year fee included in Installation Permit Fee)

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

ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development:	
Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$100.00 <u>\$250.00 plus publication fees</u>
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	\$250.00
<u>Residential Zoning Districts</u>	<u>\$100.00 plus publication fees</u>
<u>Non-Residential Zoning Districts</u>	<u>\$1,000.00 plus publication fees</u>
Temporary Construction Activities Application	\$100.00
Temporary Construction Activities Permit Fee	\$200.00
<u>Permit Fee</u>	<u>\$500.00</u>
<u>Amended Application Requiring Another</u>	
<u>Planning Commission Review, Post Approval</u>	<u>\$250.00</u>
<u>Expired Permit – treated as a new permit</u>	<u>\$500.00</u>
Blasting Permit (six (6) months)	\$25.00
Blasting Permit (one (1) year)	\$50.00 <u>\$500.00</u>
Home Occupation Permit Fee	\$5.00
<u>Preliminary/Final Site Plan Fee</u>	<u>\$200.00 plus \$10.00 per acre plus publication fees</u>
<u>Site Plan Re-review Fee</u>	<u>\$200.00 plus \$1.00 per acre</u>
<u>Revised Site Plan Fee</u>	
<u>Requiring Planning Commission Approval</u>	<u>\$250.00</u>
<u>Requiring Zoning Administrator Approval</u>	<u>\$100.00</u>
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot <u>plus publication fees</u>

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

Sign Fees

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

SECTION 2: Effective Date. This Resolution shall become effective ~~upon its approval with the changes to the water and wastewater rates becoming effective on the~~ January 1, 2020 ~~utility bill.~~

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 12th DAY OF ~~SEPTEMBER~~DECEMBER, 2019.

DONALD ROBERTS, MAYOR

ATTEST:

RACHEL A. JAMES, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY

RESOLUTION NO. 12-12-19B

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:

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ANIMAL CONTROL

Animal Registration Fees:

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

Animal Redemption Fees:

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

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

BEVERAGES

Cereal Malt Beverages

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

Drinking Establishments

License Fee – Biennial occupation tax	\$500.00
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Private Club

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

Special Event

Permit Fee	\$50.00
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Caterer

Permit Fee	\$250.00
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Retail

Permit Fee Biennial occupation tax	\$500.00
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BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

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

Other Inspections and Fees

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

Permit Fees – Residential Building

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

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

Other Inspections and Fees

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

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

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

Permit Fees - Fuel Gas Code

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

Permit Fees – Plumbing Code

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

Permit Fees – Mechanical Code

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

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

Permit Fees – Electrical Code

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

Moving Buildings

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

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

Fire Insurance Proceeds Fund

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

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

Block Party	\$25.00
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FIREWORKS

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

SOLID WASTE

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

PUBLIC PROPERTY

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

PUBLIC OFFENSES

Worthless Check/Returned Check/Dishonored Instrument	\$25.00
Abatement Administrative Fee	\$50.00 per abatement

UTILITIES - WATER

Water Rate

WATER

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

Customer Service Charge

Meter Size	Inside City	Outside City
5/8"	\$20.83	\$31.23
1"	\$24.76	\$37.13
1 1/2"	\$31.30	\$46.95
2"	\$39.17	\$58.75
3"	\$57.52	\$86.26
4"	\$83.71	\$125.57
6"	\$149.22	\$223.82
8"	\$227.84	\$341.76

Volumetric Rate

Tiers	Inside City	Outside City
0-2,000	\$4.29	\$6.43
2,001-10,000	\$9.64	\$14.45
>10,000	\$13.30	\$19.93

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

\$1,250.00

($\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by $\frac{5}{8}$ inch-meter)	
Connections Charge: Outside City - Regular	\$7,500.00
($\frac{3}{4}$ -inch service, with $\frac{3}{4}$ -inch by $\frac{5}{8}$ -inch meter)	
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

\$6.55

Volumetric Rate

\$7.58 [per 1,000 gallons]¹

LPKC Infrastructure

\$1.00 [per 1,000 gallons]

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

Wastewater System Development Fees

System Development Fee (based on size of water meter)

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

Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

Wholesale Wastewater Rate

\$3.36 [per 1,000 gallons]

Private Disposal System Fees

Installation Permit	\$250.00
Significant Alteration and Repair Permit	\$100.00
Minor Repair	\$50.00
Non-Residential Annual Operation Permit	\$50.00
(first year fee included in Installation Permit Fee)	

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

ZONING AND DEVELOPMENT FEES

Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development:	
Conceptual Plan/Preliminary Plat Fee	\$200.00 plus \$2.00 per lot
Final Plan/Final Plat Fee	\$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$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
New Public Improvement Inspection Fee	Actual cost of inspection + 2% administrative fee
Street/Stormwater	
Water/Sewer	Actual cost of inspection
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Zoning Verification Letter	\$75.00 per request

Sign Fees

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

SECTION 2: Effective Date. This Resolution shall become effective on January 1, 2020.

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 12th
DAY OF DECEMBER, 2019.

DONALD ROBERTS, MAYOR

ATTEST:

RACHEL A. JAMES, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY