EDGERTON CITY COUNCIL MEETING AGENDA CITY HALL, 404 EAST NELSON STREET December 13, 2018 7:00 P.M.

Call to Order

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

<u>Consent Agenda</u> (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 8, 2018 Regular City Council Meeting
- 5. Approve Application FP2018-05, Final Plat, LPKC Logistics Support, Generally Located Along The South Side of 191st Street, One Half Mile West of Waverly Road
- 6. Approve Resolution No. 12-13-18A Establishing Fees and Rates for Permits, Licenses, and Services Within the City of Edgerton, Kansas
- 7. Approve Resolution No. 12-13-18B Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas
- 8. Approve A One-Year Contract Extension With Clements Cleaning Service To Provide Janitorial Services For The Edgerton City Hall And Auxiliary Office Space For 2019
- 9. Approve Contract with Weather Or Not®, Inc. To Provide Weather Forecasting Services
- 10. Approve Agreement with Johnson County for Utility Assistance
- 11. Approve Change Order #1 for the Museum Exterior Project, to Include Additional Materials

Regular Agenda

- 12. **Public Comments.** Persons who wish to address the City Council regarding items <u>not</u> 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.
- 13. **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.

Business Requiring Action

14. CONSIDER FUNDING RECOMMENDATIONS FOR 2019 HUMAN SERVICE FUND

Motion: ______ Second: ______ Vote: _____

15. CONSIDER 2019 FUNDING REQUEST FROM MIAMI COUNTY CONSERVATION DISTRICT

Motion: ______ Second: ______ Vote: _____

16. CONSIDER CONTRACT WITH GARDNER EDGERTON CHAMBER OF COMMERCE FOR CHAMBER SERVICES IN 2019

Motion: ______ Second: ______ Vote: _____

17. CONSIDER ORDINANCE NO. 1095 WHICH ADOPTS THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT TO ALLOW A CARGO CONTAINER STORAGE YARD AND TRUCK PARKING/MAINTENANCE FACILITY ON PARCELS CONTAINING AN L-P ZONING DESIGNATION – ON THE SOUTH SIDE OF 191ST STREET, ONE HALF MILE WEST OF WAVERLY ROAD

Motion: ______ Second: ______ Vote: _____

18. CONSIDER LOGISTICS PARK KANSAS CITY (LPKC) PHASE II SANITARY SEWER MASTER PLAN

Motion: ______ Second: ______ Vote: _____

19. CONSIDER PROJECT AUTHORIZATION OF BIG BULL CREEK LIFT STATION AND FORCE MAIN

Motion: ______ Second: ______ Vote: _____

20. CONSIDER PROJECT AUTHORIZATION OF SOUTH I-35 GRAVITY SEWER

Motion: ______ Second: ______ Vote: _____

21. CONSIDER ORDINANCE NO. 1096 AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S INDUSTRIAL REVENUE BONDS (KUBOTA NORTH AMERICA CORPORATION PROJECT) SERIES 2019, FOR THE PURPOSE OF FINANCING AND PROVIDING TAX ABATEMENT FOR AN OFFICE, DISTRIBUTION AND MANUFACTURING FACILITY.

22. CONSIDER RESOLUTION 12-13-18C AUTHORIZING THE CITY TO EXECUTE AND DELIVER AN AGREEMENT REGARDING REIMBURSEMENT

Motion: ______ Second: ______ Vote: _____

23. CONSIDER RESOLUTION 12-13-18D DETERMINING THE INTENT OF THE CITY TO REIMBURSE ITSELF FOR CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS

Motion: ______ Second: ______ Vote: _____

24. CONSIDER APPROVAL OF COMPENSATION AND BENEFITS

Motion: ______ Second: ______ Vote: _____

25. Report by the City Administrator

• Holiday Light Judging

26. Report by the Mayor

27. Future Meeting/Event Reminders:

- December 19th: Noon Senior Lunch
- December 25th: Christmas, City Offices Closed
- December 27th: 7 PM City Council Meeting
- January 1st: City Offices Closed
- January 8th: 7 PM Planning Commission Meeting
- January 10th: 7 PM City Council Meeting

28. **Adjourn** Motion: _____ Second: _____ Vote: ____

City of Edgerton, Kansas Minutes of City Council Regular Session November 8, 2018

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson Edgerton, Kansas on November 8, 2018. The meeting convened at 7:00 p.m. with Mayor Roberts presiding.

1. ROLL CALL

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

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator Beth Linn Assistant City Administrator Scott Peterson City Clerk Rachel James City Attorney Lee Hendricks Development Services Director Katy Crow Finance Director Karen Kindle Public Works Director Dan Merkh Codes Enforcement Charlie Lydon

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

- 4. Approve Minutes for October 25, 2018 Regular City Council Meeting
- 5. Approve Year-End Longevity Bonus for Employees
- 6. Approve Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum
- 7. 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
- 8. Approve Animal Permit for Marvin Vail at 1405 W. 8th Street
- 9. Approve Animal Permit for Rick Magee at 1301 W. 8th Street
- 10. Approve Animal Permit for Glyn R. Powers at 1606 W. 8th Street
- 11. Approve Animal Permit for H.M. and B.K. Damet at 202 W. 8th Street PO Box 66
- 12. Approve Animal Permit for Jarold Owens at 410 W. Braun
- 13. Approve Animal Permit for Galaz Trust, Sergio Galaz, Trustee at 11566 S. Burch Cr. Olathe KS 66061
- 14. Approve Animal Permit for Darius Crist at 510 W. Braun Street
- 15. Approve Animal Permit for Michael Mabrey 1200 W. Braun Street

16. Accept 207th Street and Homestead Lane Easements and Right of Ways

Mayor Roberts requested that Agenda Item #6 be pulled from the Consent Agenda for further discussion.

Motion by Brown, Second by Lewis, to approve consent agenda except for Agenda Item #6.

Motion was approved, 3-0.

Agenda Item #6: Approve Facility Use and Maintenance Agreement with Edgerton Historic Society for Edgerton Community Museum

Beth Linn, City Administrator, spoke on the updates to the agreement for 2019. The additions were to clarify various areas in the agreement. The agreement outlines the Usage and Maintenance fee and allows Council to set the fee. In the past, the fee has been set at \$1.00.

Motion by Lewis, Second by Brown to approve agreement, subject to changes from City Attorney, with the Edgerton Historic Society for the Edgerton Community Museum in the amount of \$1.00.

Motion was approved, 3-0.

REGULAR AGENDA

17. Public Comments.

Tony Breeding, 32185 W. 187th Street, Edgerton, KS stated that the road conditions in front of their property have deteriorated. Mr. Breeding asked if gravel could be added to the street.

Karen Breeding, 32185 W. 187th Street, Edgerton, KS stated that her family needed to be able to get out of the subdivision and asked the council to fix the situation.

Paula and Ray Newton, 31245 W. 213th Street, Spring Hill, KS, stated that the closing of 207th and Waverly has led to inconvenience and asked to be notified when streets that impact them are closed.

Beth Linn, City Administrator, stated that adjoining property owners were notified, and the Public Works Department can confirm there are proper detour signs posted throughout the construction area. Staff will continue to monitor the state of the road. Citizens are asked to call City Hall directly if there are problems in the construction area. Staff is available 24/7 at (913) 893-6231 – if after hours press 0 and on-call staff will be notified of the messages.

18. Declaration. None.

19. Presentation by Public Works Regarding Snow/Ice Removal for Winter 2018/2019

Dan Merkh, Public Works Director, presented on snow removal operations for the City. The operational challenges during the removal operations is if cars remain on the road. Residents will be notified their vehicles need to be moved, if they are not moved, the vehicles will be towed.

A map outlining the priority of clearance routes throughout Edgerton was shown to the Council. All streets will be cleaned first and then trails will be cleared.

Charlie Lydon, Code Enforcement/Animal Control, stated he will be making sure sidewalks are cleared and assisting public works. The City enforces 2 inches for a snow event; at the end of the event, sidewalks must be cleared within 48 hours.

Councilmember Conus asked how City Staff handles snow removal for elderly or disabled citizens. Mr. Lydon responded that sections of the code allows for exceptions in specific circumstances. In addition to that, teens and volunteer groups from around town often help their neighbors or citizens they know need assistance. Councilmember Conus asked what happens if a resident is out of town. Mr. Lydon stated the resident will be contacted and neighbor or family member will need to take care of clearing the sidewalks.

Beth Linn, City Administrator, stated that the safety of school aged children walking to school was what led the conversation and creation of the sidewalk snow clearing ordinance.

BUSINESS REQUIRING ACTION

20. CONSIDER RESOLUTION 11-08-18A A RESOLUTION DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE MAXIMUM AMOUNT OF \$17,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL PROJECT FOR THE BENEFIT OF NORTHPOINT DEVELOPMENT, LLC.

Scott Anderson, City Bond Attorney, reviewed an application from NorthPoint for a Container Storage Lot located along south side of 191st Street west of Waverly Road, which is similar to the prior two Industrial Revenue Bonds for the TSL and CY Edgerton projects. There will be no ad valorem property tax abatement and follow the standard leasing process for Industrial Revenue Bonds. The project will be eligible for a sales tax exemption certificate.

There were no questions.

Motion by Brown, Second by Lewis to approve Resolution 11-08-18A

Motion was approved, 3-0.

21. CONSIDER RESOLUTION 11-08-18B A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AND DELIVER A THIRD AMENDMENT TO MASTER TRUST INDENTURE

Scott Anderson, City Bond Attorney, reviewed the development agreement between the City and NorthPoint Development that created the Public Infrastructure Fund. Monies in the

Public Infrastructure Fund are deposited with Trustee who administers disbursements of those funds as governed by the Master Trust Indenture.

The Third Amendment to Master Trust Indenture amends the manner in which the City's annual administrative fee is paid from the Public Infrastructure Fund. Currently, the annual administrative fee is paid each year from non-origination fee funds available in the public infrastructure funds. As LPKC has grown in size, there have been occasions where there is not been sufficient non-origination fee funds available to pay the administrative fee in full.

Under the Third Amendment, if there is not sufficient non-origination fee funds available to pay the administrative fee, the deficiency will be paid from the origination fee fund. Any amount paid from the origination fee fund will need to be deposited in the City's economic development fund.

Motion by Brown, Second by Lewis to approve Resolution 11-08-18B.

Motion was approved, 3-0.

22. CONSIDER ORDINANCE NO. 1094 AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE HOME RULE REVENUE BONDS (LOGISTICS PARK INFRASTRUCTURE PROJECTS) SERIES 2018A, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY OR REIMBURSE THE COSTS OF PUBLIC INFRASTRUCT IMPROVEMENTS; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

Scott Anderson, City Bond Attorney, introduced the development agreement between NorthPoint Development and the City in regards to Home Rule Revenue Bonds for Public Infrastructure Improvements.

The Ordinance authorizes the City to issue up to \$10 million of home rule revenue bonds to reimburse or pay for the costs of the projects. The issuance of the bonds will convert the interest rate accruing on the costs paid by NorthPoint from a taxable 9.5% interest rate to a tax-exempt rate of 5.985%. This interest savings will ultimately result in more funds being available in the Public Infrastructure Fund (PIF). The issuance of the bonds will also allow the City to be reimbursed for funds it has spent or plans to spend on the various road projects throughout the City.

Motion by Lewis, Second by Brown to approve Ordinance No. 1094.

Motion was approved, 3-0.

23. CONSIDER AGREEMENT WITH COLUMBIA CAPITAL FOR FINANCIAL ADVISORY SERVICES RELATED TO THE LPKC PHASE II MASTER TRUST INDENTURE AND HOME RULE REVENUE BONDS FOR LPKC PHASES I AND II

Karen Kindle, Finance Director, introduced the agreement with Columbia Capital for Financial Advisory Service to the City. Columbia Capital has been utilized in the past in regards to LPKC Phase I Master Trust Indenture and Home Rule Revenue Bonds. Due to their experience with the process, City staff recommends utilizing Columbia Capital for the LPKC Phase II Master True Indenture and Home Rule Revenue Bonds for Phase I and Phase II.

The fees are paid to Columbia Capital once the home rule revenue bonds are issued and are paid from the bond proceeds. No general City revenues are used to pay the fees to Columbia Capital. The fee structure proposed is as follows: \$40,000 upon the issuance of the first series of Home Rule Revenue Bonds for LPKC Phase II, which covers services for the development of the Master Trust Indenture and the first Home Rule Revenue Bond Issue; \$15,000 for each subsequent Home Rule Revenue Bond issuance for either LPKC Phase I or Phase II.

Motion by Lewis, Second by Brown to approve agreement with Columbia Capital for Financial Advisory Services related to the LPKC Phase II Master Trust Indenture and Home Rule Revenue Bonds for LPKC Phases I and II.

Motion was approved, 3-0.

24. CONSIDER APPROVAL OF CONTRACT WITH ElevateEdgerton! FOR ECONOMIC DEVELOPMENT SERVICES FOR 2019

Beth Linn, City Administrator, introduced the contract renewal with ElevateEdgerton! ElevateEdgerton! was formed as a public/private venture to promote Edgerton for bringing business development to Edgerton. The draft agreement was included in the supplemental packet and includes minor changes made by the City Attorney to the 2019 Agreement.

James Oltman, President of ElevateEdgerton!, discussed the 2019 priorities for ElevateEdgerton!. Mr. Oltman stated he has been meeting with housing developers to discuss new residential development within Edgerton. Elevate funded a Hotel Feasibility Study for Edgerton that was completed in October 2018 and has limited distribution for commercial recruitment. Mr. Oltman will be attending the Global Retail Convention in May 2019. ElevateEdgerton! hosts a HR roundtable monthly as well as Career Connect, which allows for high school seniors to attend work for school credit. Mr. Oltman has also been focused on promoting Edgerton within the region, at Gardner/Edgerton Chamber of Commerce Events, as well as the Kansas Transportation Task Force.

Motion by Conus, Second by Lewis to approve the contract with ElevateEdgerton! for Economic Development Services in 2019.

Motion was approved, 3-0.

25. CONSIDER APPROVAL OF OFF-ALIGNMENT DESIGN AND FOREGO USE OF FEDERAL FUNDING FOR 207TH STREET GRADE SEPARATION PROJECT

Scott Peterson, Assistant City Administrator, state that at the October 25, 2018 City Council Work Session, Council was presented with the alignment options and the consensus had been reached for the off-alignment option. Council had also discussed the option to forgo the use of federal funds of \$500,000. After the October 25th meeting, City Staff met with approximately half of the property owners around the project. The next steps following those decisions are to tell HDR to move ahead with the design of the off-alignment option. City Staff will also send out a letter to property owners detailing the Council's decision. The project would be put out to bid in late 2019 and construction would start in Spring 2020.

Motion by Brown, Second by Lewis to approve the off-alignment design and forego the use of Federal Funding for the 207th Street Grade Separation Project.

Motion was approved, 3-0.

26. Report by the City Administrator

Beth Linn, City Administrator, presented the 3rd Quarter Financial Report covering revenue sources, liquor tax, and sales tax. Ms. Linn also gave an overview of the Water Fund as well as the Sewer Fund.

Ms. Linn also stated that staff has worked on compiling a Compensation and Benefits study which has not been a conversation since 2011. Ms. Linn would like Council to schedule a Work Session for Thursday November 15, 2018 at 7:00PM for a presentation on the Compensation and Benefits study findings.

Motion by Lewis, Second by Brown to schedule a Work Session Thursday November 15, 2018.

Motion was approved, 3-0.

27. Report by the Mayor None.

28. Future Meeting/Event Reminders:

- November 13th: 7PM Planning Commission
- November 21st: Noon Senior Lunch
- November 22nd: 7PM City Council Meeting Cancelled
- November 22nd and 23rd Thanksgiving, City Offices Closed

29. 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, CITY ADMINISTRATOR, AND ASSISTANT CITY ADMINISTARTOR

Motion by Lewis, Second by Brown to recess into an executive session pursuant to K.S.A. 75-4319(b)(2) for City Security and to include City Attorney, City Administrator, and Assistant City Administrator for ten (10) minutes was considered.

Motion was approved 3-0.

Meeting recessed at 8:22 pm. Meeting reconvened at 8:32 pm.

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

Motion was approved 3-0.

30. Adjourn

Motion by Lewis, Second by Brown to adjourn.

Motion was approved 3-0.

The meeting adjourned at 8:35 pm.



404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG



City Council Action Item

Council Meeting Date: December 13, 2018

Department: Community Development

Agenda Item: Consider Application FP2018-05, Final Plat, LPKC Logistics Support, generally located along the south side of 191st Street, one half mile west of Waverly Road.

Background/Description of Item: The City of Edgerton has received application FP-2018-05 for the Final Plat of LPKC Logistics Support, generally located along the south side of 191st Street, one half mile west of Waverly Road.

The final plat includes approximately 36.277 acres, including right of way, broken down as follows:

- Lot 1 31.315 acres
- Tract A 0.997 acres
- Tract B 1.177 acres
- Tract C 1.015 acres
- R/W 1.773 acres

This plat is comprised of twelve different parcels, owned by four different entities/individuals – Edgerton Land Holding Company, LLC (ELHC LLC), Logistics Park Kansas City, Inc., (LPKC, Inc.), and Michael A. and Pamela L. Gifford. Rezoning of this property from Johnson County RUR to City of Edgerton L-P Logistics Park occurred at a variety of times over the past several years with the most recent set of parcels (Michael and Pamela Gifford) recommended for rezoning approval by the Edgerton Planning Commission on August 14, 2018 and approved by the Governing Body on September 13, 2018. The City's Unified Development Code (UDC) defines L-P as limited multimodal industrial zone created to support activities related to truck, rail and other transport services.

Staff, including City Engineer, has reviewed the Final Plat submittal for compliance with the approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. The application was reviewed by the Edgerton Planning Commission on October 9, 2018. Staff review comments detailed in the attached Staff Report required some corrections to the originally submitted Final Plat.

The applicant re-submitted a Final Plat with corrections on November 27, 2018. Staff and the City Engineer have reviewed this revised submission and the required corrections have been made.

The Planning Commission recommends approval of Application FP2018-05 for Final Plat of LPKC Logistics Support subject to compliance with all items listed in the Staff Report, dated October 9, 2018 along with the following stipulations:

- 1. The commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat by the Governing Body.
- 2. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
- 3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
- 4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
- 5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.
- 6. The property owner and/or developer shall work with City staff to determine the best possible placement for the dedication of a pedestrian trail easement and shall dedicate said pedestrian trail easement on the Final Plat for future trail connectivity.
- 7. The property owner and/or developer shall work with City staff to determine the best possible placement for a cross access easement for the Curry property and shall dedicate said cross access easement on the Final Plat.
- 8. A Stormwater Management Plan has been submitted. However, all comments must be addressed to the satisfaction of the City Engineer.
- 9. A Land Disturbance Permit along with a SWPPP is required, and plans must be submitted prior to permit issuance. All staff comments regarding land disturbance and the SWPPP must be addressed to the satisfaction of the City Engineer.
- 10. A Floodplain Development Permit must be completed and submitted to the City Floodplain Administrator for Review. All comments must be addressed to the satisfaction of the Floodplain Administrator prior to permit issuance.
- 11. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Application FP2018-05, Final Plat, LPKC Southwest, generally located along the south side of 191st Street, one half mile west of Waverly Road.

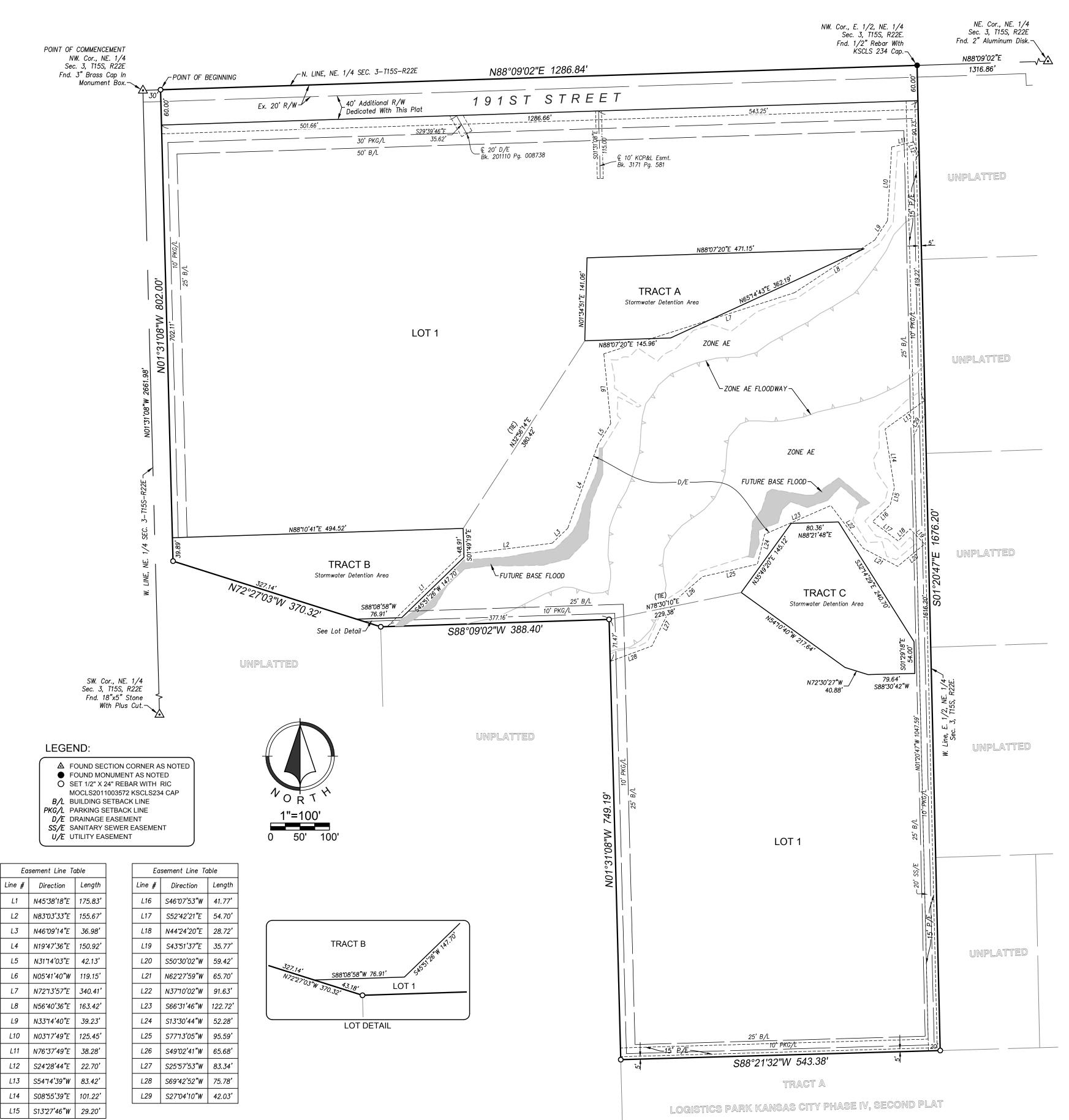
Enclosed:

- Revised Final Plat received November 27, 2018
- Staff Report from October 9, 2018 Planning Commission including initial Final Plat and Application FP2018-05
- Excerpt from approved minutes of October 9, 2018 Planning Commission Meeting

Prepared by: Katy Crow, Development Services Director

FINAL PLAT LOGISTICS PARK KANSAS CITY-LOGISTICS SUP

A REPLAT OF TRACT B, LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT, A PLATTED SUBDIVISIO TOGETHER WITH PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 22 EAST, ALL IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS



DESCRIPTION

A replat of Tract B, LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT, a platted subdivision. together with part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, all in the City of Edgerton, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of said Northeast Quarter; thence North 88°09'02" East, along the North line of said Northeast Quarter, a distance of 30.00 to the Point of Beginning; thence continuing North 88°09'02" East a distance of 1,286.84 feet to the Northwest corner of the East Half of said Northeast Quarter; thence South 01°20'47" East, along the West line of said East Half, a distance of 1,676.20 feet to the Southeast corner of said Tract B, said point also being on the North line of Tract A, of said LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT; thence South 88°21'32" West, along said North line, a distance of 543.38 feet to a point 768.4 feet east of the West line of said Northeast Quarter; thence North 01°31'08" West, parallel with said West line, a distance of 749.19 feet; thence South 88°09'02" West, parallel with the North line of said Northeast Quarter, a distance of 388.40 feet; thence North 72°27'03" West a distance of 370.32 feet to a point 30.00 feet east of the West line of said Northeast Quarter; thence North 01°31'08" West, parallel with said West line, a distance of 802.00 feet to the Point of Beginning, containing 1,575,974 square feet, or 36.179 acres, more or less.

DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "LOGISTICS PARK KANSAS CITY-LOGISTICS SUPPORT".

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways and avenues not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City of Edgerton, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City of Edgerton, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over, under and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Edgerton, Kansas. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SS/E" on this plat is hereby dedicated to the City of Edgerton, Kansas.

Areas designated on the accompanying plat as "pedestrian access easement" are hereby dedicated to the public for the purpose of pedestrian access (P/E). No fence, wall, planting, structure or other obstruction may be placed or maintained in said P/E without approval of said City Community Development Director of the City of Edgerton, Kansas.

RESTRICTIONS

Tracts "A", "B" and "C" are intended to be used for stormwater detention and open space, and shall be owned and maintained by the owner of Lot 1.

CONSENT TO LEVY

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners and the City of Edgerton, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public use from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on this land fronting and abutting on such dedicated public way or thoroughfare.

		LOT INFO	ORMATION				
LOT NO.	LOT AREA	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	BUILDING ENVELOPE	ШN	
1	1,359,892 S.F. 31.219 Acres	50'	25'	25'	1,065,394 S.F. 24.458 Acres	HOMESTEAD LANE	
Tract A	43,444 S.F. 0.997 Acres	N/A	N/A	N/A	N/A	STE/	
Tract B	51,231 S.F. 1.176 Acres	N/A	N/A	N/A	N/A	HOME	
Tract C	44,202 S.F. 1.015 Acres	N/A	N/A	N/A	N/A		
R/W	77,205 S.F. 1.772 Acres						

FLOOD PLAIN NOTE:

According to "FIRM" Map Numbers 20091C0134G and 20091C0119G, both revised August 3, 2009, this tract graphically lies in:

OTHER AREAS, ZONE X, defined as areas determined to be outside the 0.2% annual chance flood.

OTHER FLOOD AREAS, ZONE X (Future Base Flood), defined as areas of 1% annual chance flood based on future conditions hydrology. No Base Flood Elevations determined.

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, ZONE AE, defined as Base Flood Elevations determined.

NOTES:

CLOSURE CALCULATIONS: Precision, 1 part in: 2475691.886' Error distance: 0.002' Error direction: N32°44'48"W 5816.33' Perimeter:

All structures must comply with City of Edgerton Floodplain Regulations.

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191ST STREET Location NW 1/4 NF SW 1/4 SE 1/4 199TH STREET LOCATION MAP

SECTION 3-15-22 Scale 1" = 2000'

Basis of Bearings: Kansas North Zone, U.S. State Plane, NAD 83 HARN

All bearings and distances shown on this plat are measured unless otherwise noted.

EXECUTION

Michael A. Gi fford

Pamela L. Gifford

County of

. 20 . before me a Notary Public in and for said BE IT REMEMBERED, that on this _____ day of _ County and State, came Michael A. Gifford and Pamela L. Gifford, husband and wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged

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

Notary Public

Edgerton Land Holding Company, LLC

By: NorthPoint Development, LLC, its Manager

the execution of the same to be their free act and deed.

Nathaniel Hagedorn, Manage

BE IT REMEMBERED, that on this _____ day of _____ ____, 20___, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, Manager of NorthPoint Development, LLC, the Manager of Edgerton Land Holding Company, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of

limited liability company, and duly acknowledged the execution of the same to be the act and deed of said limited liability company. IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

My Appointment Expires:_

My Appointment Expires Notary Public

Logistics Park Kansas City, Inc.

Nathaniel Hagedorn, Presiden

County of

BE IT REMEMBERED, that on this _____ day of _____

__, 20__, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, President of Logistics Park Kansas City, Inc., who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said corporation, and duly acknowledged the execution of the same to be the act and deed of said corporation

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

My Appointment Expires: Notary Public

APPROVALS

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas, on the _____ day of _____, 20___

John E. Daley, Chairman

Andrew Merriman, Secretary

APPROVED by the Governing Body of the City of Edgerton, Johnson County, Kansas, on the _____ day of _____, 20___.

Donald Roberts, Mayor

Rachel James, City Clerk

APPROVED by the Zoning Administrator of the City of Edgerton, Johnson County, Kansas, on the _____ day of _____, 20___,

Katy Crow, Zoning Administrator

_, 20__, this field survey was completed on the ground by me This is to certify on this _____ day of ____ or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveys

Roger B. Dill, Kansas LS-1408



LOGISTICS PARK KANSAS CITY- LOGISTICS SUPPORT

Prepared For: NorthPoint Development 4825 NW 41st Street, Suite 500 Riverside, MO 64150 (816) 888-7399

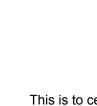
Date of Preparation: November 27, 2018

132 Abbie Avenue Kansas City, Kansas 66103

onsulting 913.317.950 www.ric-consult.com

Renaissance

nfrastructure





404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG



October 9, 2018

- To: Edgerton Planning Commission
- Fr: Katy Crow, Development Services Director
- Re: **FP-2018-05** Final Plat for *LPKC Logistics Support,* located along the south side of 191st Street, one-half mile west of Waverly Road.

APPLICATION INFORMATION

Applicant:	Aaron Burks representing NPD Management, LLC 4825 NW 41 st Street, Suite 500 Riverside, MO 64150
Property Owners:	BNSF Railway Company (BNSF) PO Box 961089 Fort Worth, TX 76131
	Edgerton Land Holding Company, LLC (ELHC LLC) 4825 NW 41 st Street, Suite 500 Riverside, MO 64150
	Logistics Park Kansas City, Inc. (LPKC, Inc.) 4825 NW 41 st Street, Suite 500 Riverside, MO 64150
	Michael A. and Pamela L. Gifford 13995 W. 157 th Street Olathe, KS 66062
Requested Action:	Final Plat approval for LPKC Logistics Support.
Legal Description:	NW Quarter of Section 3, Township 15 South, Range 22 East; see attached application for complete legal description.
Site Address/Location:	Along the south side of 191 st Street, one-half mile west of Waverly Road; directly east of 32285 W. 191 st Street.
Existing Zoning and Land Uses:	L-P; Parcels are currently undeveloped.
Existing Improvements:	None.

Site Size:

Lot 1 – 31.315 acres Tract A – 0.997 acres Tract B – 1.177 acres Tract C - 1.015 acres R/W – 1.773 acres Total – 36.277

PROJECT DESCRIPTION

The current request is for Final Plat approval (*LPKC Logistics Support*) to allow the existing parcels to be platted into one (1) lot with three (3) tracts. The resulting combined lot would have frontage along the south side of 191st Street, approximately one-half mile west of Waverly Road. This Final Plat request is being made to move forward a project which is seeking to construct and operate a cargo container storage facility and truck yard.

INFRASTRUCTURE AND SERVICES

- a. Access to the property and development will be from 191th Street via three (3) private drives.
- b. Utilities and service providers.
 - 1. Johnson County Rural Water District #7.
 - 2. Sanitary Sewer City of Edgerton.
 - 3. Storm Sewer City of Edgerton.
 - 4. Electrical Service Kansas City Power & Light.
 - 5. Gas Service Kansas Gas Service.
- c. Police is provided by the city of Edgerton through the Johnson County Sheriff's Office.
- d. Fire protection is provided by Johnson County Fire District #1.
- e. Located within the Bull Creek watershed.

FINAL PLAT REVIEW

Staff has reviewed the Final Plat submittal for compliance with the Approved Final Plat requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are listed below.

1. The instrument of survey which shows the point of beginning, corners, bearings, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins, and monuments found or set. All P.I.'s corners, boundaries must be monumented with a 1/2" x 24" metal bar. *Confirm monuments have been set.* **Update Final Plat.**

OTHER COMMENTS

- The City of Edgerton Parks Master Plan and the 2018 Citizen Survey emphasize the importance of trail connectivity both within Logistics Park Kansas City (LPKC) and to adjoining trail system to complete the City's connection to the Johnson County Parks and Recreation District (JCPRD) county-wide trail system. Staff recommends the property owner and/or developer work with City staff to determine the best possible placement of a pedestrian easement within these parcels for future trail construction in the buildout of this connection.
- 2. The compilation of these parcels reduces access to the parcels to the southwest owned by Harold Curry. Staff recommends that the property owner and/or developer work with City staff to determine the best possible placement for a cross access easement to allow a second access point to the Curry properties.

RECOMMENDATION

City staff recommends **approval** of FP2018-05 Final Plat for *LPKC Logistics Support*, subject to compliance with the following stipulations:

- 1. The commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat by the Governing Body.
- 2. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
- 3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
- 4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
- 5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.
- 6. The property owner and/or developer shall work with City staff to determine the best possible placement for the dedication of a pedestrian trail easement and shall dedicate said pedestrian trail easement on the Final Plat for future trail connectivity.
- 7. The property owner and/or developer shall work with City staff to determine the best possible placement for a cross access easement for the Curry property and shall dedicate said cross access easement on the Final Plat.
- 8. A Stormwater Management Plan has been submitted. However, all comments must be addressed to the satisfaction of the City Engineer.
- 9. A Land Disturbance Permit along with a SWPPP is required, and plans must be submitted prior to permit issuance. All staff comments regarding land disturbance and the SWPPP must be addressed to the satisfaction of the City Engineer.
- 10. A Floodplain Development Permit must be completed and submitted to the City Floodplain Administrator for Review. All comments must be addressed to the satisfaction of the Floodplain Administrator prior to permit issuance.
- 11. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.

ATTACHMENTS

- Application FP2018-05
- Final Plat, LPKC Logistics Support

NAME OF PROPOSED SUBDIVISION: Logistics Park Kansas City-Logistics Support Phase I						
LOCATION OR ADDRESS OF SU	BJECT PROPERTY:	tly east of 322	285 W. 191st St.			
LEGAL DESCRIPTION:						
A-G and L-P CURRENT ZONING ON SUBJECT PROPERTY: (application on file for A-G to L-P) CURRENT LAND USE:Agricultural/vacant						
TOTAL AREA:	Acres NUMBER	OF LOTS: 1 L	ot, 3 Tracts	AVG. LOT SIZE:	1,580,216	Sq. Ft.
DEVELOPER'S NAME(S):	Burks (representing the develop or it's assignce	per)	_PHONE:_ <u>816-888-7</u>	052		
COMPANY: (represented by NorthPo	bint Development LLC)		_ FAX:816-888-7399	9		
MAILING ADDRESS: 4825 NW 41	st St., Suite 500	Riverside		МО	64150	
Street		City		State	Zip	
PROPERTY OWNER'S NAME(S):	See attached sheet		PHONE:			
COMPANY:			_ FAX:			
MAILING ADDRESS:						
Street		City		State	Zip	
ENGINEER'S NAME(S): <u>Patrick C</u>	Cassity		_PHONE:816-800-0)950		
COMPANY:	ture Consulting		_ FAX:			
MAILING ADDRESS: 5015 NW C	Canal St. Suite 100	Riverside		МО	64150	
Street	1	City		State	Zip	
SIGNATURE OF OWNER OR AG		Bu	h			
If not signed by owner, authorization of agent must accompany this application.						

EDGERTON[™] global routes. local roots.

NOTE: Ten (10) copies of the proposed preliminary plat must accompany this application for staff review. One (1) reduced copy ($8 \frac{1}{2} \times 11$) must also be submitted with the application.

FOR OFFICE USE ONLY Case No.: - 2015-05 Amount of Fee Paid: Received By: ACLUUM	5 <u>310∞</u> Date Fee Paid: <u>7/27/18</u> Date of Hearing: <u>6/12/18</u>
	R# 50398

SUBMITTAL DEADLINE: The applicant shall submit an application at least forty-five (45) days prior to a scheduled meeting. If the final plat complies with the preliminary plat, Planning Commission and Governing Body may consider approval without notice or public hearing.

EDGERTON[™] global routes. local roots. Final Plat Application (Fee: \$300 Plus \$10 Per Lot)

PLANNING COMMISSION REVIEW AND DECISION: The Edgerton Planning Commission meets in the City Hall on the second Tuesday of every month. The Planning Commission shall review the final plat and other material submitted with it to determine conformity preliminary plat. The Planning Commission shall act upon the final plat within ninety (90) days after submission, unless the subdivider shall waive or consent to an extension of the ninety (90) day period.

GOVERNING BODY APPROVAL: Following the approval of a final plat by the Planning Commission, the Governing Body shall review the instrument for dedications and reservations and assure that the final plat and construction plans for all proposed streets, sidewalks, storm water sewers, sanitary sewers and water mains meet the standards of the City of Edgerton. The Governing Body may either approve the final plat, return the final plat and/or construction plans to the applicant with instructions and specifications to conform to City standards, or deny the final plat and/or construction plans with a refusal to accept dedication. If the Governing Body denies the final plat and/or construction plans with a refusal to the applicant within 30 (thirty) days.

RECORDING OF FINAL PLAT: Upon approval of a final plat by the Governing Body, the applicant shall record the plat with the Register of Deeds within a period of one year. If the final plat is not recorded within one year from the date of approval by the Governing Body, it shall be considered null and void. Before any final plat shall be signed by the Zoning Administrator and filed by the Register of Deeds, the applicant shall submit a certificate of title indicating the ownership of all property within the bounds of the subdivision.

The applicant shall provide the Zoning Administrator with one copy of the final plat that was approved by the Governing Body on Mylar[®]. The applicant shall also return one copy of the final plat that was recorded by the Register of Deeds.

FEES DUE BEFORE ENDORSEMENT OF FINAL PLAT: Article 10 of Chapter IV of the Edgerton City Code imposes an excise tax \$0.10 per square foot of Final Plat. Prior to endorsement of any final plat, all excise taxes must be paid or City staff must determine that an exemption from payment prior to platting is applicable, all in accordance with Article 10 of Chapter IV of the City Code. In addition, a New Street Light Fee of \$250 each shall be submitted prior to the endorsement of any final plat.

VESTING AND CONFLICTING REQUIREMENTS: Initial rights for a final plat shall vest for a period of three (3) years. If all streets, sidewalks, storm water sewers, sanitary sewers and water mains have not been installed and the development of structures commenced after three (3) years, the final plat shall be considered null and void.

The requirements and standards in force at the time of the adoption of a final plat shall remain and shall continue to govern and not be set aside by the adoption of subsequent standards. Standards (such as setbacks) appearing on a plat which are greater than those imposed by this ordinance are valid, and shall be duly noted and enforced by building permits. Restrictive covenants are private instruments between buyer and seller. The Zoning Administrator does not enforce restrictive covenants unless such restrictions are part of a Planned Unit Development, or unless the City itself, as a condition of platting, is a party to such agreements. Nothing contained in these regulations is intended to void the obligation of any party to adhere to the terms of all contracts, conditions, and covenants of record.

ASSURANCES: Developers are required to install all streets, storm water sewers, sanitary sewers and water mains and other services to all lots (in a designated phase) as they appear on the final plat and/or construction plans prior to receiving a building permit from the Zoning Administrator. Developers are required to install all sidewalks on a lot as they appear on the final plat and/or construction plans prior to receiving a certificate of occupancy from the Zoning Administrator. Developers are also required to reimburse the City of Edgerton for the cost of all street signs, stop signs and speed limit signs.

<u>Exceptions</u>: The Zoning Administrator may issue building permits for lots in an approved subdivision when such lots have direct access to an existing public right-of-way and when, in his/her opinion, building construction would not interfere with the orderly process of the installation of facilities and utilities.

Einancial Assurance: Prior to the commencement of any improvements, all required infrastructure (streets, sidewalks, storm water sewers, sanitary sewers, and water mains) must be assured by a financial instrument (performance and maintenance bond or special benefit district). Financial assurances must be made in a form and amount acceptable and approved by the City Attorney. Unless otherwise indicated by special resolution of the Governing Body, financial assurances shall be equal to the contract cost of purchase and installation of all facilities and utilities and valid for a period ending no less than two years after acceptance by the City of Edgerton. If substantial progress in installing the infrastructure is not evident within two hundred eighty (280) days after the approval of the final plat by the Governing Body, the City of Edgerton shall take appropriate action to exercise the financial assurance.



<u>Public Improvement Inspection Fee</u>: If a Developer is required to construct any public improvements, including streets, sidewalks, storm water sewers, sanitary sewers and water mains, that construction must be inspected by city staff or their designee. Developers are required to pay 3% of construction costs to the City for those inspections.

<u>As Builts</u>: Prior to acceptance of public improvements by the City, the developer shall provide two (2) sets of prints for all public improvement projects, excluding sidewalks, corrected to show the project as constructed and shall accurately and completely denote all changes made during the construction. Each sheet within the prints shall be clearly marked as "Conforming to Construction Records" and shall include the date of revision and certifications by a Kansas licensed engineer. This set of plans shall be substantially similar to the set of construction plans that was approved by the Governing Body.

CHECKLIST

The following items shall be included on the final plat.

- □ Scale, the same used for the preliminary plat; North point; vicinity map.
- □ The words "FINAL PLAT" followed by the name of the subdivision at the top of the sheet, and then followed by a metes and bounds description of the tract.
- □ The instrument of survey which shows the point of beginning, corners, bearings, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins, monuments found or set. All P.I.'s corners, boundaries must be monumental with a 2" x 24" metal bar.
- □ A boundary survey of third order surveying accuracy (maximum closure error one in five thousand (1 in 5,000), with bearings and distances referenced to section or fractional section comers or other base line shown on the plat and readily reproducible on the ground.
- □ Individual notations and a TABLE showing: lot area, setbacks, and building envelopes.
- □ A number for each lot, starting (if practical) in the northwest corner.
- □ All easements with widths, and roads with curve data.
- □ Ingress/egress limitations, if required.
- □ The location of existing utility easements.
- □ A written legal description from the survey.
- $\hfill\square$ An instrument of dedication for all roads and easements.
- □ Special notations required as a condition of platting by the Planning Commission.
- □ Approved phases clearly delineated.
- □ Private travel easements.
- □ The Owner's Certificate with Notary Seal.
- Certificate of the Governing Body with City Clerk's attest and Seal.
- Edgerton City Planning Commission chair and secretary approval.
- □ Certificate of the Register of Deeds.
- □ Surveyor's Certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor.
- Certificate of the Zoning Administrator.

DESCRIPTION

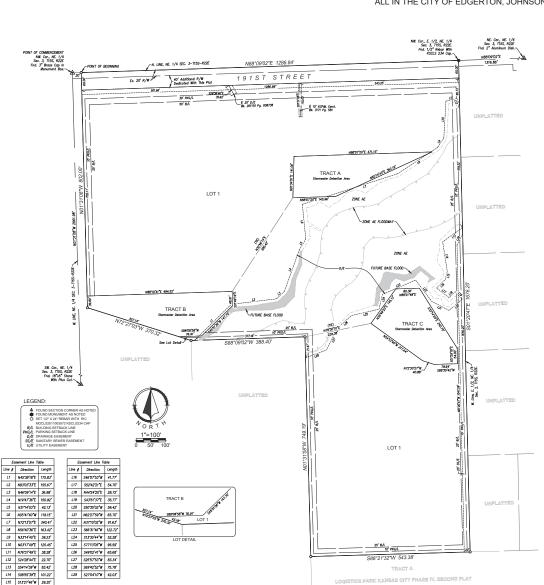
A replat of Tract B, LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT, a platted subdivision, together with part of the Northwest Quarter of Section 3, Township 15 South, Range 22 East, all in the City of Edgerton, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 88°09'02" East, along the North line of said Northwest Quarter, a distance of 30.00 to the Point of Beginning; thence continuing North 88°09'02" East a distance of 1,287.28 feet to the Northwest corner of the East Half of said Northeast Quarter; thence South 01°20'47" East, along the West line of said East Half, a distance of 1,676.20 feet to the Southeast corner of said Tract B, said point also being on the North line of Tract A, of said LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT; thence South 88°21'32" West, along said North line, a distance of 547.22 feet to the Northwest corner of said Tract A; thence North 01°43'42" West a distance of 749.16 feet; thence South 88°09'02" West a distance of 382.10 feet; thence North 72°27'07" West a distance of 370.34 feet to a point 30.00 feet east of the West line of said Northwest Quarter; thence North 01°31'42" West, parallel with said West line, a distance of 802.00 feet to the Point of Beginning, containing 1,580,216 square feet, or 36.277 acres, more or less.

The Yard Property Owners					
Parcel ID	Site Address	Owner	Owner Address	Contact	
BF221503-3022	31555 w. 191st St.	Edgerton Land Holding Company LLC BNSF Railway Co., A Deleware Corporation	ELHC: 4825 NW 41st St. Suite 500, Riverside Mo 64150	ELHC-Aaron Burks Phone: 816-888-7052	
BF221503-3023	31625 W. 191st St.	Edgerton Land Holding Company LLC BNSF Railway Co., A Deleware Corporation	ELHC: 4825 NW 41st St. Suite 500, Riverside Mo 64150	ELHC-Aaron Burks Phone: 816-888-7052	
BF221503-3024	Unavailable	Michael A. and Pamela L. Gifford	13995 W. 157th Terr, Olathe Ks 66062		
BF221503-3025	Unavailable	Michael A. and Pamela L. Gifford	13996 W. 157th Terr, Olathe Ks 66062		
BF221503-3026	Unavailable	Michael A. and Pamela L. Gifford	13997 W. 157th Terr, Olathe Ks 66062		
BF221503-3027	Unavailable	Edgerton Land Holding Company LLC BNSF	ELHC: 4825 NW 41st St. Suite 500, Riverside Mo 64150	ELHC-Aaron Burks Phone: 816-888-7052	
BF221503-3028	Unavailable	Edgerton Land Holding Company LLC BNSF	ELHC: 4825 NW 41st St. Suite 500, Riverside Mo 64150	ELHC-Aaron Burks Phone: 816-888-7052	
BP55780000 0T0B	Unavailable	Logistics Park Kansas City Inc	ELHC: 4825 NW 41st St. Suite 500, Riverside Mo 64150	ELHC-Aaron Burks Phone: 816-888-7052	

FINAL PLAT LOGISTICS PARK KANSAS CITY- LOGISTICS SUPPORT

A REPLAT OF TRACT B. LOGISTICS PARK KANSAS CITY PHASE IV. SECOND PLAT. A PLATTED SUBDIVISION.



L15 S13'27'46"W 29.20'

TOGETHER WITH PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 22 EAST, ALL IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS DESCRIPTION

> A replat of Tract B, LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT, a platted subdivis together with part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, all in the City of Edgerton, Johnson County, Kansas, being more particularly described as follows:

cing at the Northwest comer of said Northeast Quarter: thence North 88"09'02" East, along the North

DEDICATION

The undersigned proprietor of the above described tract of land has a manner as shown on the accompanying plat, which subdivision and re d has caused the same to be subdivid n and plat shall hereafter be known as "LOGISTICS PARK KANSAS CITY- LOGISTICS SUPPORT".

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use all parcels and parts of land indicated on said plat as streets, terraces, places, noads, drives, lanes, parkways and avenues on thereforce declaration. Where plans casenant rights have been granted to any person, bully or corporation said parts of the land so declarated, and any pipes, lines, place and wires, conducts, ducts or calles hereforce mainable thereignes and been are required to be relocated, in according with proposed provements as now and early on the plans are service to be relocated, in according with proposed provements are used on the properties to be relocated in a conditions with made and provements are and any sequents include to be relocated in according utility installations within add professments. An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction

An essement of license to enter upon, locate, construct, use and maintain *e* admittate the location, construction or animetinance and use of conduits, waters and the second sec use and/or main

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of constitut, surface drainage facilities, subsurface drainage facilities, and similar facilites, upon, over, under and through those areas cultified and designated on this plat as "Drainage Easement" or "DR" is hereby granted to the City of Edgericon, Karnase. Drainage easements that be kept clear of obstructions that impair the strength clieftere with the user and/or maintenance of storm drainage facilities.

An easement or license to lay, construct, alter, repair, replace and operate one or more sever lines and all apputenances converient for the collection of samilary sewage, together with the right of ingress and egress over and through those areas designated as "Samilary Sever Easement" or "SSIE" on this plat is hereby dedicated to the City of Edgetron, Kanaas.

RESTRICTIONS

Tracts "A", "B" and "C" are intended to be used for stormwater detention and open space, and shall be owned and maintained by the owner of Lot 1.

CONSENT TO LEVY

LOT NO.

1

Tract A

Tract B

Tract C 44,202 S.F. 1.015 Acres

FLOOD PLAIN NOTE:

annual chance flood bas Elevations determined.

Elevations determined

R/W 77,205 S.F. 1.772 Acres

The undersigned proprietor of the above described tract of land hereby consents and agrees that the Board of County Commissioners and the City of Edgetron, Johnson County, Kanasa, shalt have the power to relates as und proposed to be decidated for public use from the line and effect of any special assessments, and that the amount of urpadi special assessments on such land dedicated, shall become and remain a lien on this land fronting and abuffic on such default apulic way or throughithe. se such

1,065,394 S.F 24.458 Acres

N/A

N/A

N/A

LOT INFORMATION

1,359,892 S.F. 31,219 Acres 50' 25' 25'

 43,444 S.F.
 N/A
 N/A
 N/A

 0.997 Acres
 N/A
 N/A
 N/A

 51,231 S.F.
 N/A
 N/A
 N/A

LOT AREA FRONT SIDE REAR BUILDING SETBACK SETBACK SETBACK ENVELOPE

N/A N/A N/A

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be execute day of

> Edgerton Land Holding Company, LLC By its Manager: North Point Developm nent II C

Nathaniel Hagedorn, Manager

STATE OF MISSOURI) COUNTY OF PLATTE)

BE IT REMEMBERED, that on this ______day of _____, 20 ____before me a Notary Public in and for said County and State, came Nathannel Hagedorn, Manager of North Point Development, LLC, who is personally known to me to be the same person who executed the foreigning instrument of wriling on behalf of said corporation, and he duly acknowledged the execution of the same to be the act and deed of said corporation.

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

My Appointment Expires Notary Public

APPROVALS APPROVED by the Planning Corr on the _____ day of _____ n of the City of Edgerton, Johnson County, Ka

John E. Daley , Chairman Andrew Merriman, Secretar

APPROVED by the Governing Body of the City of Edgerton, Johnson County, Kansas on the day of

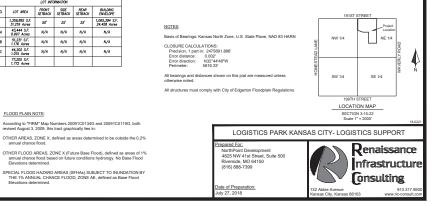
Donald Roberts Mavo Rachel James, City Clerk

APPROVED by the Zoning Administrator of the City of Edgerton, Johnson County, Kansas on the day of . 20

Katy Crow Zoning Administrator

This is to certify on this _ day of _____, 20__, this field survey was completed on the groun and that said survey meets or exceeds the "Kansas Minimum Standards"





EDGERTON CITY HALL PLANNING COMMISSION MEETING REGULAR SESSION November 13, 2018

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

All present participated in the Pledge of Allegiance.

The Roll Call was answered, indicating those present were: Chairman John Daley, Tim Berger, Jeremy Little, and Charlie Crooks. Absent was Commissioner Andrew Merriman. Also present were: Mayor Donald Roberts, City Administrator Beth Linn, Development Services Director Katy Crow, and City Clerk Rachel James.

The City Clerk announced a quorum was present.

Chairman Daley introduced the two new Commissioners: Jeremy Little and Charlie Crooks. Both Commissioners introduced themselves to the audience.

FINAL PLAT - FP2018-05 (FINAL PLAT FOR LPKC LOGISTICS SUPPORT)

An application for Final Plat, FP2018-05, requesting approval of the Final Plat for Logistics Park Kansas City LPKC Logistics Support, located along the south side of 191st Street, one-half mile west of Waverly Road, directly east of 32285 W. 191st Street, consisting of one (1) lot, and three (3) tracts, containing approximately 36.277 acres, was considered. Applicant: Aaron Burks representing NPD Management, LLC.

Katy Crow, Development Services Director, informed the Commissioners the Final Plat is very similar to the Preliminary Plat. The only necessary update identified by staff is that monuments must be set on the corners of the parcel. Ms. Crow also wanted to reemphasize the update of the pedestrian easement for future trail system plan as well as the cross-access easement to allow access to the Curry Property.

Motion by Berger, Second by Little to approve FP2018-05 Final Plat for LPKC Logistics Support with the following stipulations: 1) The commencement of any improvements shall not occur prior to the approval and endorsement of the Final Plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the Final Plat by the Governing Body; 2) Sanitary sewer drawings and specifications must be submitted to approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements; 3) A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements; 4) The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax; 5) The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code; 6) The property owner and/or developer shall work with City Staff to determine the best possible placement for the dedication of a pedestrian trail easement and shall dedicate said pedestrian trail easement on the Final Plat for future trail connectivity; 7) The property owner and/or developer shall work with City Staff to determine the best possible placement for a cross access easement for the Curry property and shall dedicate said cross access easement of the Final Plat; 8) A Stormwater Management Plan has been submitted. However, all comments must be addressed to the satisfaction

Edgerton Planning Commission Regular Session October 9, 2018 Page 2

of the City Engineer; 9) A Land Disturbance Permit along with a SWPPP is required, and plans must be submitted prior to permit issuance. All staff comments regarding land disturbance and the SWPPP must be addressed to the satisfaction of the City Engineer; 10) A Floodplain Development Permit must be completed and submitted to the City Floodplain Administer for Review. All comments must be addressed to the satisfaction of the Floodplain Administrator prior to permit issuance; 11) All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Final Plat. Motion was approved, 4-0.



404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG



City Council Action Item

Council Meeting Date: December 13, 2018

Department: Administration

Agenda Item: Consider Resolution No. 12-13-18A 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 2016 animal fees and 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 form the Edgerton Municipal Code "Code Book," thereby eliminating the need for continual ordinance amendments. Resolution No. 03-10-16A was the first of the fee resolutions which included animal control, wastewater and water fees.

The following resolution, No. 12-13-18A is the draft of the Annual Fee Resolution for 2019. 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 those changes is listed below.

Summary of Proposed Changes

- Buildings and Construction
 - Corrected the dollar amounts in two of the tiers.
- Public Property
 - Clarified the rental period for the Community Hall for both residents and nonresidents.
 - Added the word permit to "Right of Way."
- Utilities Wastewater
 - Clarified the title of the Private Sewage Disposal System Fees to remove the word residential as the fees apply to both residential and non-residential.
 - Clarified that the Non-Residential Operating Permit is and annual permit.
 - Added a \$100 fee for Septic/Holding Tank Removal.
- Zoning and Development Fees
 - \circ Added a six month blasting permit and fee of \$25
 - Added a one-year blasting permit and fee of \$50
 - Added the new street light fee of \$250, which was authorized by Ordinance No. 759 but had been inadvertently left off previous fee resolutions.

Funding Source: n/a

Budget Allocated: n/a

x Kan E. Vandle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Resolution No. 12-13-18A Establishing Fees and Rates for Permits, Licenses, and Services Within the City of Edgerton, Kansas.

Enclosed: Draft Resolution No. 12-13-18A redline version Draft Resolution No. 12-13-18A clean version

Prepared by: Karen Kindle, Finance Director

RESOLUTION NO. 12-13-18A

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

WHEREAS, pursuant to Ordinance No. <u>1006</u>, 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 Copying Fee (no charge for first ten (10) pages) Mailing Fee Facsimile charges Searches by staff, three (3) hours or more \$20.00 per request\$0.10 per page after first tenActual mailing costs\$1.00 / \$0.10 per page\$25.00 per hour

\$5.00

ANIMAL CONTROL

Animal Registration Fees:

Neutered/Spayed dog or cat

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	
<u>Cereal Malt Beverages</u>	
General Retailer – Consumption General Retailer – Not for Consumption on premises Change of Location Fee	\$100.00 \$35.00 \$5.00
Drinking Establishments	
License Fee – Biennial occupation tax	\$500.00
	\$500.00
License Fee – Biennial occupation tax	\$500.00 \$500.00 \$500.00
License Fee – Biennial occupation tax <u>Private Club</u> License Fee – Class A Biennial occupation tax	\$500.00
License Fee – Biennial occupation tax Private Club License Fee – Class A Biennial occupation tax License Fee – Class B Biennial occupation tax	\$500.00
License Fee – Biennial occupation tax Private Club License Fee – Class A Biennial occupation tax License Fee – Class B Biennial occupation tax Special Event	\$500.00 \$500.00
License Fee – Biennial occupation tax Private Club License Fee – Class A Biennial occupation tax License Fee – Class B Biennial occupation tax Special Event Permit Fee	\$500.00 \$500.00
License Fee – Biennial occupation tax Private Club License Fee – Class A Biennial occupation tax License Fee – Class B Biennial occupation tax Special Event Permit Fee Caterer	\$500.00 \$500.00 \$50.00

BUILDINGS AND CONSTRUCTION

Permit Fees – Non-Residential Building

Total Valuation	Fee
\$1.00 to \$500	\$22.00
\$501.00 to \$2,000.00 \$2,001.00 to \$25,000.00	\$22.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2,000.00 \$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 ,000 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	\$ <mark>4995.00<u>4,955.00</u> for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof</mark>

Other Inspections and Fees

I

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

For use of outside consultants for plan checking Actual Costs or inspections (costs include administrative and overhead costs)

Permit Fees – Residential Building

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

	thereof, to and including \$500,000.
\$500,000 and up	\$1782.00 for the first \$500,000 plus \$2.00 for each additional \$1,000 or fraction thereof.
Other Inspections and Fees	
Inspections outside of normal business hours (minimum charge – two hours)	\$50.00 per hour
Re-inspection fees assessed	\$50.00 per hour
Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$50.00 per hour
Additional plan review required by changes, additions or revisions to plans (or total hourly cost to the juris- diction, whichever is greatest. Cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of employees involved)	\$50.00 per hour
For use of outside consultants for plan checking or inspections (costs include administrative and overhead costs)	Actual Costs
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 - 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)	\$0.02 per square foot
<u>Permit Fees - Fuel Gas Code</u>	
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
<u>Permit Fees – Plumbing Code</u>	
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
<u> Permit Fees – Mechanical Code</u>	
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)

<u> Permit Fees – Electrical Code</u>

	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
	<u>Moving Buildings</u>	
	House/building/derrick or other structure permit	\$5.00
	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
BU	SINESS LICENSE	
	General License	\$5.00
	Solicitor's License – Investigation Fee Solicitor's License – Issuance Per day Solicitor's License – Six Months	\$50.00 \$25.00 \$250.00
	Adult Entertainment Business License Adult Entertainment Manager's License Adult Entertainers License Adult Entertainment Service's License	\$250.00 \$20.00 \$20.00 \$20.00
	Mobile Food Vender License	\$100.00

Block Party

FIREWORKS

	Fireworks – Temporary Retail Sale Application Fee Fireworks – Temporary Retail Sale Bond Public Display Application Fee	\$500.00 \$1000.00 \$100.00	
SC	DLID 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	
Ρι	JBLIC PROPERTY		
	Community Hall Rental – Residents (<u>24-hrs_until-</u> midnight) Community Hall Rental – Non-Residents (<u>24 -hrs midnightuntil</u> Rental Deposit Required for Rental (Refundable) (Due at time of Reservation)	\$100.00 midnight) \$50.00	\$150.00
	Overnight Camping (by special permit)	\$10.00	
	Martin Creek Park Lights -Ball field #1 Lights -Horse Shoe Pit Lights	\$20 / hour \$20 / hour	
	Right-Of-Way <u>Permit</u>	\$100.00	
Pl	JBLIC OFFENSES		
	Worthless Check/Returned Check/Dishonored	\$25.00	

Instrument

UTILITIES - WATER

Water Rate

WATER

[Customer Service Charge + Vol. Rate = Monthly Bill] Customer Service Charge			
Meter Size	Inside City	Outside City	
5/8"	\$20.02	\$30.02	
3/4"	\$21.27	\$31.91	
1"	\$23.80	\$35.70	
1 1/2"	\$30.09	\$45.14	
2"	\$37.66	\$56.49	
3"	\$55.30	\$82.94	
4"	\$80.49	\$120.74	
6"	\$143.48	\$215.21	
8"	\$219.08	\$328.61	

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

Water System Development Fees

System Development Fee (based on size of water meter)

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

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) Water Service Application (outside city limits)	\$30.00 \$75.00
Reconnection Fee, during normal business hours Reconnection Fee, during non-business hours	\$25.00 \$100.00
Meter Testing (if meter is correct)	\$10.00

UTILITIES - WASTEWATER

Wastewater Rate

WASTEWATER

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

Customer Service Charge

\$6.45

Volumetric Rate

\$7.46 [per 1,000 gallons]¹

LPKC Infrastructure \$1.00 [per 1,000 gallons]

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

Wastewater System Development Fees

(based on size of water meter)
CHARGES
\$4,800
\$6,600
\$12,000
\$24,000
\$38,400
\$72,000
\$120,000
\$240,000
\$384,000

Wastewater Connection Fees

Connection Charge and Inspection Fee \$750.00

Private Disposal System Fees

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

Septic/Holding Tank Removal	\$100.00
Inspection, non-business hours (2-hour charge minimum, additional to inspection fee)	\$15.00 per hour
ZONING AND DEVELOPMENT FEES Manufactured Home Park License	\$100.00
Temporary Mobile Home Fee	\$25.00
Planned Unit Development: Conceptual Plan/Preliminary Plat Fee Final Plan/Final Plat Fee	\$200.00 plus \$2.00 per lot \$300.00 plus \$5.00 per lot
Board of Zoning Appeals Variance or Appeal Fee	\$100.00
Rezoning Fee	\$250.00
Conditional/Special Use Permit Fee	\$250.00
Temporary Construction Activities Application	\$100.00
Temporary Construction Activities Permit Fee	\$200.00
Blasting Permit (six (6) months) Blasting Permit (one (1) year)	\$25.00 \$50.00
Home Occupation Permit Fee	\$5.00
Site Plan Fee	\$200.00 plus \$10.00 per acre
Preliminary Plat Fee	\$300.00 plus \$10.00 per lot
Final Plat Fee	\$300.00 plus \$10.00 per lot
Lot Split Fee	\$100.00
Street Excise Tax	\$0.10 per square foot of final plat
Park Impact Fee/Residential Park Impact Fee/Commercial Park Impact Fee/Industrial	\$300.00 per lot \$0.08 per square foot of building \$0.08 per square foot of building
New Street Light Fee	\$250.00

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New Public Improvement Inspection Fee Street/Stormwater Water/Sewer	Actual cost of inspection + 2% administrative fee Actual cost of inspection
Land Disturbance (greater than one acre)	\$250.00
Flood Plain Development Permit	\$75.00
Sign Fees	
Home Occupation Sign Temporary/Banner Sign Pole Sign Monument Sign Façade/Wall Sign Mobile Home Park Sign Subdivision Name Sign Apartment Complex Name Sign Billboard Sign	\$35.00 \$35.00 \$125.00 \$35.00 \$35.00 \$35.00 \$35.00 \$35.00 \$125.00

SECTION 2: <u>Effective Date.</u> This Resolution shall become effective upon its approval with the Water Rate and Wastewater Rate becoming effective for the City of Edgerton utility billing beginning January 1, 2019.

SECTION 3: <u>Repealer.</u> 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 13TH DAY OF SEPTEMBER, 2018.ADOPTED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS ON THIS 13th DAY OF DECEMBER, 2018.

DONALD ROBERTS, MAYOR

ATTEST:

RACHEL A. JAMES, CITY CLERK

APPROVED AS TO FORM:

LEE W. HENDRICKS, CITY ATTORNEY



404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG



City Council Action Item

Council Meeting Date: December 13, 2018

Department: Administration

Agenda Item: Consider Approval of a Resolution No. 12-13-18B Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas

Background/Description of Item:

Each year in which territory has been added or excluded from the city the City of Edgerton adopts a resolution declaring the boundaries of the city as required by K.S.A. 12-517.

Exhibit A, prepared by the City Engineer, entitled "Boundary Description of the City of Edgerton, Johnson County, Kansas" to describe and depict the legal boundaries of the city. As described in the resolution, the City Clerk will file, pursuant to K.S.A. 12-518, certified copies of this Resolution with the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Register of Deeds, and the Kansas State Transportation Engineer.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Resolution 12-13-18B Declaring the Boundaries of the City of Edgerton, Johnson County, Kansas.

Enclosed: Resolution 12-13-18B with Exhibits

Prepared by: Scott Peterson, Assistant City Administrator

RESOLUTION NO. 12-13-18B

RESOLUTION DECLARING THE BOUNDARIES OF THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS

WHEREAS, the Governing Body is required under K.S.A. 12-517 to declare by Resolution the entire boundary of the City in any year in which territory has been added to or excluded from the City.

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

Section 1. Declaration of Boundary. The Governing Body of the City hereby finds and determines that the boundaries of the City of Edgerton, Johnson County, Kansas as of December 31, 2018 are as described and depicted in the attached "Exhibit A" entitled "Boundary Description of the City of Edgerton, Johnson County, Kansas."

Section 2. Filing of Certified Copies. The Governing Body hereby directs and instructs the City Clerk to file, pursuant to K.S.A. 12-518, certified copies of this Resolution with the Johnson County Clerk, the Johnson County Election Commissioner, the Johnson County Register of Deeds, and the Kansas State Transportation Engineer.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body.

ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS ON THE 13th DAY OF DECEMBER 2018.

ATTEST:

CITY OF EDGERTON, KANSAS

Rachel James, City Clerk

By: _____ Donald Roberts, Mayor

APPROVED AS TO FORM:

Lee Hendricks, City Attorney

DESCRIPTION OF THE CORPORATE LIMITS OF THE CITY OF EDGERTON, KANSAS

TRACT 1

Commencing at the Northeast corner of Section 12, Township 15 South, Range 21 East, Johnson County, Kansas: thence West along the North line of said Section 12, a distance of 261.4 feet, to the point of beginning; thence South 0°44'53" East a distance of 507.4 feet; thence North 89°57'07" West a distance of 65.74 feet; thence North 0°44'53" West a distance of 318.04 feet; thence North 89°57'07" East a distance of 56.94 feet; thence North 0°44'53" West a distance of 44 feet more or less to the southeast corner of the KCPL substation tract; thence West along the south line of the KCPL substation tract a distance of 100 feet to the southwest corner of said KCPL tract; thence North along the West line of said KCPL tract a distance of 100 feet to the South right-of-way line of U.S. Highway 56; thence west along the South right-of-way of U.S. Highway 56 a distance of 264 feet more or less; thence South 16°02'00" East a distance of 767.51 feet; thence South 01°16'00" East a distance of 193.84 feet; thence S.69°03'E. 220.49 feet; thence S.88°38'E. to a point on the West right-of-way line of West 6th Street; thence along the West right-of-way line of West 6th Street North 200.50 feet; thence S.88°38'E. to the East line of said Section 12; thence South along said East line to a point which is 208.71 feet North of the Southeast corner of the Northeast ¼ of said Section 12: thence West parallel with the South line of said Northeast 1/4, 228.71 feet; thence South 208.71 feet to the South line of said Northeast 1/4; thence East along said South line, 228.71 feet to the Southeast corner of said Northeast 1/4; thence South, along the East line of said Section 12 to a point 1,007.56 feet North of the Southeast corner of the Southeast ¹/₄ of said Section 12; thence West 1,324.79 feet along the South line of the North 100 acres of the Southeast 1/4 of said Section 12; thence South 20 feet along the West line of the East 1/2 of the Southeast 1/4 of said Section 12; thence West 642 feet along the North line of the South 30 acres of the West 1/2 of the Southeast 1/4 of said Section 12; thence South 471.43 feet; thence West 292.8 feet; thence South 515 feet to a point on the South line of said Section 12; thence East along the South line of said Section 12 to the Southwest corner of Section 7, Township 15 South, Range 22 East; thence continuing East along the South line of said Section 7 to the Southeast corner of the Southwest ¼ of the Southwest ¼ of said Section 7; thence North along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 7 to a point on the South line of the North 1/2 of the Southwest 1/4 of said Section 7, which line is also the South line of Glendell Acres, Second Plat; thence East along said South line a distance of 463 feet to the Southeast corner of said Plat; thence North along the East line of said Plat to a point on the South line of Lot 41, Glendell Acres, First Plat; thence East along the South line of Glendell Acres, First Plat to a point 10.0 feet West of the Southeast corner of Lot 51, Glendell Acres, First Plat Amended; thence South 11°30'42" West, 464.48 feet; thence North 89°31'32" East, 90.24 feet to a point on the Northwest line of the Atchison, Topeka and Santa Fe Railroad Company right-ofway; thence Northeasterly along said Northwesterly railroad right-of-way line to a point on the South line of the Northeast 1/4 of said Section 7; thence East along the South line of said Northeast 1/4 a distance of 384 feet, more or less, to the Southwest corner of Lot 1, County Clerk's Subdivision of the Northeast 1/4 of said Section 7; thence North and Northeasterly along the West and North lines of said Lot 1 to the Northeast corner thereof; thence South 84 feet to the Northwest corner of Lot 2 of said County Clerk's Subdivision; thence South along the West line of said Lot 2, approximately 566 feet to a point that is 150 feet North of the South Line of said Lot 1; thence Westerly parallel to and 150 feet North of the South line of said Lot 1 to a point 225 feet from the East line of said Lot 1; thence Southerly parallel to and 225 West of the East line of said Lot 1 approximately 150 feet to the South line of said Lot 1; thence Easterly along the South line of said Lot 1 approximately 225 feet to the Southeast corner of said Lot 1, said point also being the Southwest corner of said Lot 2; thence East along the South line of said Lot 2 to the Southeast corner of said Lot 2; said point also being the Southeast corner of the Northeast 1/4 of said Section

7 and the Northwest corner of the Southwest ¹/₄ of Section 8, Township 15 South, Range 22 East; thence South along the West line of the Southwest ¼ of said Section 8 to the Southwest corner of said Section 8; thence South along the West line of the Northwest 1/4 of Section 17, Township 15 South, Range 22 East, Johnson County, Kansas, 378 feet; thence West parallel to the North line of the Northeast 1/4 of Section 18, Township 15 South, Range 22 East, Johnson County, Kansas, 576.20 feet; thence North parallel to the East line of said Northeast 1/4, 378 feet to a point on the North line of said Northeast 1/4; thence West along said North line of said Northeast 1/4 to the Northwest corner of said Northeast 1/4; thence South along the West line of said Northeast 1/4, 920.40 feet; thence West parallel to the North line of the Northwest 1/4 of said Section 18, approximately 1,140 feet to a point on the Easterly line of a tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 626 of register of deeds records of Johnson County, Kansas; thence South 17° 25' East, along said Easterly line of said tract, 200 feet; thence South 72° 35' West, along the Southerly line of said tract, 237.4 feet to a point on the West line of the East 1/2 of said Northwest ¼ of Section 18; thence South along said West line, 345 feet, to the point of beginning of a certain tract of land conveyed to the Southern Kansas Railway Company in that certain warranty deed dated April 26, 1899 and recorded June 15, 1899 in book 79 at page 624 of register of deeds records of Johnson County, Kansas; thence South 26° East along the Northeasterly line of said tract. 400 feet: thence South 26° West along the Southeasterly line of said tract. 195 feet to a point on said West line of the East 1/2 of said Northwest 1/4; thence South along said West line to the Southwest Corner of the East ½ of said Northwest ¼ of Section 18; thence East along the South line of said East ¹/₂ to the Southeast corner of said Northwest ¹/₄ of Section 18: thence South 904.4 feet along the West line of the Southeast Quarter of said Section 18 to the North right-ofway line of Interstate 35; thence Northeasterly along the North right-of-way line of said I-35 to a point on the North line of the Southeast Quarter of said Section 18, said point being 1017.6 feet West of the Northeast corner of the Southeast Quarter of said Section 18; thence Northeasterly along said right of way line of Interstate 35 approximately 1,325.7 feet to a point on said existing right of way line of Interstate 35 that is 100 feet West of and 879.9 feet North of the Southeast corner of the Northeast ¼ of said Section 18; thence Northeasterly continuing along said right of way line of Interstate 35, 555.1 feet; thence East 25.0 feet to a point on the East line of said Northeast 1/4, said point being 1429.9 feet North of the Southeast corner of said Northeast 1/4; thence East 25.00 feet to a point on the Northerly right-of-way of I-35, thence South 07°14'53" East along said right-of-way, 704.57 feet; thence South 85°51'43' East along said right-of-way, 746.60 feet; thence North 78°07'04" East along said right-of-way, 401.10 feet; thence North 73°49'42" East along said right-of-way, 1,316.03 feet, to a point on the East line said Northwest 1/4; thence North along said East line to the Northeast corner of said Northwest 1/4; thence continuing North along the East line of the Southwest 1/4 of Section 8, Township 15 South, Range 22 East 1,320.38 feet to the South line of an existing cemetery; thence West along the South line of the existing cemetery to the Southwest corner of said cemetery; thence North along the West line of said cemetery to the Northwest corner of said cemetery; thence East along the North line of said cemetery to a point on the East line of said Southwest 1/4; thence North along said East line to the Northeast corner of said Southwest 1/4; thence West along the North line of said Southwest 1/4 to the Northwest corner of said Southwest 1/4 and the Southeast corner of Lot 2 of County Clerk's Subdivision of the Northeast ¼ of said Section 7; thence North along the East line of said Lot 2 to the North line of the South 775.50 feet of said Lot 2 of said County Clerk's Subdivision; thence West along the North line of the South 775.50 feet of said Lot 2 to a Northwesterly line of said Lot 2; thence Northeasterly along the Northwesterly lines of said Lot 2 to a point on the Southeasterly right-of-way line of the original right-of-way of the Kansas City and Santa Fe Railroad Company, now the Atchison, Topeka and Santa Fe Railway Company, said point being 100.00 feet Southeasterly of and measured at right angles to the original center line of main track of said Railroad Company; thence Northeasterly along said right-of-way line, 165.0 feet, more or less, to a point on the Northeasterly right-of-way line of the S.M. Crockett Road No.

61; thence Southeasterly along said road right-of-way to the Southeast corner of Lot 4 of the County Clerk's Subdivision of part of the Northeast ¼ of Section 7 and part of the Northwest ¼ of Section 8, said Southeast lot corner being a point on the East line of Section 7, 1,152.3 feet, more or less, North of the Southeast corner of the Northeast 1/4 of Section 7; thence Northerly along the East line of Section 7 to the Southwest corner of Lot 1 of County Clerk's Subdivision of the Northwest ¹/₄ of Section 8; thence Northeasterly along the Southeast line of said Lot 1 a distance of 1,110 feet, more or less; thence Northwest on a line that is perpendicular to the Southeast line of said Lot 1, a distance of 50.0 feet, more or less, to the South right-of-way line of the existing Atchison, Topeka, and Santa Fe Railroad Company tracks; thence Westerly along said South right-of-way line to a point on the Eastward extension of the North right-of-way line of Nelson Street; thence Westerly along said North right-of-way line, a distance 235.0 feet, more or less, to a point on the Westerly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company; thence Northeasterly along said right-of-way a distance of 175 feet, more or less, to a point on the West right-of-way line of Sixth Street; thence Northerly along the West right-of-way line of Sixth Street a distance of 180.0 feet, more or less; thence Easterly 60.0 feet to a point on the Northwesterly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad Company, common to the Southeast corner of Lot 7 of County Clerk's Subdivision; thence Northeasterly along said right-of-way, a distance of 843.0 feet to the Northeasterly corner of Lot 8; thence Westerly along the Northerly boundary of Lot 8 to a point on the centerline of Sixth Street; thence Northerly 140 feet, more or less, to the North line of Section 7: thence Easterly long the North line of Section 7 to the Northwesterly right-of-way of the Atchison, Topeka and Santa Fe Railroad Company; thence Northeasterly along said Northwesterly railroad right-of-way to the East line of Section 6, Township 15 South, Range 22 East; thence North along said East line 90 feet to a point 2,026 feet South of the Northeast corner of the Southeast 1/4 of said Section 6; thence Southwesterly along the Northerly right-of-way line of U.S. Highway 56 and a curve to the right 670 feet, more or less; thence continuing along said Northerly right-of-way line North at right angles 30 feet, more or less; thence Southwesterly along said right-of-way 625 feet to a point on the centerline of Bull Creek, said point being 160 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line North and West along the centerline of said Bull Creek to a point 280 feet, more or less, North of the South line of said Section 6; thence continuing along said Northerly right-of-way line Northerly 60 feet; thence continuing along said Northerly right-of-way line Westerly 95 feet; thence continuing along said Northerly right-of-way line Southerly perpendicular to the South line of said Section 6, a distance of 260 feet to a point 56 feet North of said South line of said Section 6: thence continuing along said Northerly right-of-way line Westerly 523 feet, more or less, to a point 54.6 feet North of the Southwest corner of the Southeast ¹/₄ of said Section 6; thence continuing along said Northerly right-of-way line South along the West line of the Southeast ¼ of said Section 6, 10 feet; thence continuing along said Northerly right-of-way line Westerly to a point 40 feet East of and 40 feet North of the Southeast corner of the Southwest ¹/₄ of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 North of the South line of said Section 6 to the West line of said Section 6; thence continuing along said Northerly right-of-way line West parallel to and 40 feet North of the South line of the Southeast ¼ of Section 1, Township 15 South, Range 21 East, 261.4 feet; thence South 40 feet to a point on the South line of said Section 1 and the Point of Beginning.

ALSO:

All of the Southwest Quarter and the Northwest Quarter of Section 17, Township 15 South, Range 22 East in Johnson County, Kansas, lying South and East of the Interstate 35 right-of-way (see Annexation Ordinance No. 1083)(including the right-of-way for Sunflower Road).

ALSO

All that part of the Northeast Quarter of Section 5, Township 15, Range 22, in Johnson County, Kansas, lying North and West of the North right of way line of U.S. Highway 56 as now established and West of the West bank of a small branch running North and South across the Northeast corner thereof and containing 70 acres more or less.

NOTE: The aforesaid legal description was contained in the original conveyance. However, said legal description now excepts Deeds filed in Book 1147, Page 195; Book 1263, Page 725; Book 1436, Page 879; Book 1450, Page 267; Book 1571, Page 304; Book 2667, Page 371; Book 3143, Page 314; Book 3568, Page 121; Book 4835, Page 632.

AND

Beginning at the Northeast Corner of the Northeast Quarter of Section 5, Township 15, Range 22, Johnson County, Kansas; thence West along the North line of said Northeast Quarter a distance of 553.65 feet; thence S. 23 ° 10' E. along the top bank of a Branch a distance of 494.93 feet more or less to the Northerly Right-of-Way of K-56 Highway; thence N. 48° 11'13"E. along said Right-of-Way a distance of 480.01 feet more or less to the East line of said Northeast Quarter; thence N.0° 29'53"E. a distance of 135 feet more or less to the Point of Beginning, together with an easement described as: Right of Ingress and Egress Easement; all of the Southeasterly 15 feet (being parallel to the Northerly Right-of-Way of K-56 Highway) of the above described tract and the East 15 the above described tract.

NOTE: The aforesaid legal description was contained on the original conveyance. However, said legal description now accepts a portion of Deeds filed in Book 3143, Page 314; and Book 3568, Page 121.

All that part of the Southwest Quarter of Section 5, Township 15, Range 22, lying Northwesterly of the West right of way line of Highway No. 50 (now known as Highway No. 56).

The South Half of the Northwest Quarter of Section 5, Township 15, Range 22, except the following tract: Beginning at the Southeast corner of said Northwest Quarter; thence West 193 feet, more or less, to a point 175 feet North at right angles of the center line of the Atchison, Topeka and Santa Fe Railroad (now known as the Burlington Northern Santa Fe Railroad); thence in an Easterly direction parallel to said railroad 250 feet, more or less, to the East line of said Northwest Quarter; thence South along said line 158 feet, more or less, to the place of beginning.

AND

All that part of the Southwest Quarter of Section 5, Township 15, Range 22, lying Northwesterly of the West right of way line of Highway No. 50 (now known as Highway No. 56).

- BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6TH P.M. IN JOHNSON COUNTY, KANSAS, SAID POINT OF BEGINNING BEING THE POINT OF INTERSECTION OF THE EAST LINE OF THE SAID SOUTHWEST QUARTER WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 56; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID U.S. 56
- NORTHWESTERLY TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 34; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34
- EAST OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE NORTH TRACK OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE SAID B.N.S.F. RAILROAD
- NORTHEASTERLY TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27
- SOUTH TO THE NORTHWEST RIGHT-OF-WAY LINE FOR THE SOUTH TRACKS OF THE B.N.S.F. RAILROAD; THENCE ALONG THE NORTHWEST RIGHT-OF-WAY LINE FOR THE SOUTH TRACKS OF THE B.N.S.F. RAILROAD
- NORTHEASTERLY TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE ALONG THE EAST LINE AT THE SOUTHWEST QUARTER OF SAID SECTION 26
- SOUTH TO THE SOUTH QUARTER CORNER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35
- SOUTH TO THE CENTER OF SAID SECTION 35; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35
- WEST TO THE WEST QUARTER CORNER OF SAID SECTION 35; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35
- SOUTH TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35
- EAST TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35
- SOUTH TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35
- EAST TO THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 22 EAST; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2
- SOUTH TO THE CENTER OF SAID SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2
- WEST TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID I-35
- SOUTHWESTERLY TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2
- NORTH TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3

- WEST TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3
- NORTH TO THE CENTER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3
- NORTH TO THE SOUTH RIGHT-OF-WAY LINE OF 191ST STREET, BEING 20.00 FOOT SOUTH OF THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE PARALLEL AND 20.00 FEET SOUTH OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 191ST STREET
- WEST TO A POINT 1294.00 FOOT WEST AND 20.00 FOOT SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 3, BEING ON THE EAST LINE OF ANNEXATION ORDINANCE NO. 961;
- SOUTH 335.00 FEET TO THE SOUTHEAST CORNER OF SAID ORDINANCE NO. 961; THENCE ALONG THE SOUTH LINE OF SAID ORDINATE NO. 961
- WEST TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE
- SOUTH TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE AND ALONG THE SOUTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION
- WEST TO THE NORTHEAST CORNER OF ORDINANCE NO. 971, BEING 300.63 FEET N.88°26'03"E. FROM THE WEST QUARTER CORNER OF SAID SECTION 3; THENCE ALONG THE EAST AND SOUTHERLY LINES OF THE SAID ORDINANCE NO. 976
- S.1°49'33"E. 180.44 FEET; THENCE
- S.19°58'32"W. 53.85 FEET; THENCE
- S.1°49'33"E. 2200.00 FEET; THENCE
- S.42°48'23"E. 160.60 FEET; THENCE
- N.88°24'21"E. 585.00 FEET; THENCE
- S.60°09'53"E. 105.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 199TH STREET; THENCE
- S.1°35'39"E. 25.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE
- S.1°35'39"E. 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET BEING 25.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10
- N.88°24'11"E. 1530.70 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10
- SOUTH TO THE CENTER OF SAID SECTION 10; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10
- EAST TO THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11
- EAST TO THE NORTHEAST CORNER OF A ONE SQUARE ACRE TRACT IN THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE ONE SQUARE ACRE TRACT
- SOUTH 25.00 FEET; THENCE PARALLEL TO AND 25.00 FEET SOUTHERLY OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11
- N.88°21'42"E. 1137.68 FEET; THENCE
- N.2°12'06"W. 25.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 AND THE SOUTHEAST

CORNER OF MERTZ ADDITION; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11 AND THE EAST LINE OF SAID MERTZ ADDITION

- N.2°11'57"W. 655.62 FEET TO THE NORTHEAST CORNER OF SAID MERTZ ADDITION; THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID MERTZ ADDITION
- N.88°22'30" EAST 30.10 FEET; THENCE
- N.1°45'10"W. 660.93 FEET TO A POINT ON THE SOUTH LINE OF A TRACT RECORDED IN BOOK 200905 ON PAGE 001098 AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SAID TRACT AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER
- N.88°21'07"E. 261.08 FEET TO THE SOUTHEAST CORNER OF THE SAID TRACT; THENCE ALONG THE EAST LINE OF THE SAID TRACT
- N.2°05'12"W. 1316.60 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11
- N.88°20'31"E. 60.12 FEET TO THE NORTHWEST CORNER OF THE EAST 30.00 ACRES OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE WEST LINE OF THE SAID EAST 30.00 ACRES
- S.2°05'12"E. 1316.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER
- N.88°21'07"E. 992.57 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11
- S.2°05'12"E. 1316.78 FEET TO THE CENTER OF SAID SECTION 11; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11
- S.2°06'36"W. 2643.11 FEET TO THE SOUTH QUARTER CORNER SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11
- S.88°29'09"W. 2684.47 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10
- WEST TO THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10
- S.89°52'30"W. TO A POINT 1442.00 FEET FROM THE NORTHWEST CORNER OF SECTION 15; THENCE
- S.1°35'59"E. 1194.55 FEET; THENCE PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15
- SOUTH 1441.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION
- S.89°52'30"W. 492.00 FEET TO A POINT 984.00 FEET EAST OF THE WEST QUARTER CORNER OF SAID SECTION 15; THENCE
- NORTH 1441.00 FEET PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE
- S.89°52'30"W. 984.00 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15
- NORTH 1194.20 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 9

- N.2°16'42"W. TO A POINT 1844.67 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 9; THENCE
- S. 88°10'13"W. 825.00 FEET; THENCE
- S.2°16'42"E. 246.57 FEET; THENCE
- S.87°43'18"W. 460.00 FEET; THENCE
- S.2°10'15"W. 482.90 FEET TO A POINT 60.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER SAID SECTION 9
- S.88°10'10"W. 199.06 FEET; THENCE
- N.34°35'42"W. 829.21 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID I-35
- S.56°06'51"W. 503.92 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 9
- N.2°08'59"W. 413.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID I-35 THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID I-35 THE FOLLOWING THREE COURSES
- (1) N.56°43'53"E. 1184.27 FEET
- (2) N.46°34'14"E. 500.22 FEET; THENCE
- (3) N.31°44'38"E. 303.33 FEET; THENCE
 - S.88°22'28"W. 985.18 FEET; THENCE
 - N.2°09'43"W. 288.57 FEET; THENCE
 - N.61°23'59"E. 820.43 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9
 - N.88°26'35"E. TO THE SOUTHWEST CORNER OF THE EAST ONE-THIRD OF THE NORTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF THE SAID EAST ONE-THIRD
 - NORTH TO THE SOUTH RIGHT-OF-WAY OFF 199TH STREET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 199TH STREET BEING 20.00 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9
 - N.88°29'07"E. TO A POINT 656.98 FEET WEST AND 20.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 9; THENCE
 - N.1°30'53"W. 20.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE
 - N.1°30'53"W. 20.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID 199TH STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 199TH STREET
 - S.88°29'07"W. TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4
 - SOUTH 20.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE AT THE SOUTHEAST QUARTER OF SAID SECTION 4
 - S.88°29'07"W. TO A POINT 320.00 FEET EAST OF THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE
 - NORTH 75.00 FEET; THENCE
 - WEST 50.00 FEET; THENCE
 - SOUTH 75.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4

- WEST 270.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4
- NORTH TO THE CENTER OF SAID SECTION 4; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4
- NORTH TO THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 22 EAST
- WEST TO THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 56; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID U.S. 56
- NORTHEASTERLY TO A POINT OF 55.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 AND ON THE NORTH RIGHT-OF-WAY LINE OF 191ST STREET; THEN PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 191ST STREET
- WEST TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, SAID POINT BEING 55.00 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 32; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 191ST STREET PARALLEL TO AND 55.00 FEET NORTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32
- WEST 830.00 FEET; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 191ST STREET
- SOUTH 35.00 FEET TO A POINT 20.00 FEET NORTHERLY OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 191ST STREET
- WEST TO THE EAST RIGHT-OF-WAY LINE OF DILLIE ROAD; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DILLIE ROAD BEING 20.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32
- NORTH TO A POINT 455.50 FEET SOUTH AND 20.00 FEET EAST OF THE CENTER OF SAID SECTION 32; THENCE
- EAST 198.00 FEET; THENCE
- NORTH 48.00 FEET; THENCE
- EAST 4.00 FEET; THENCE
- NORTH 397.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, SAID POINT BEING 222.00 FEET EAST OF THE CENTER OF SAID SECTION 32; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32
- EAST TO THE WEST QUARTER CORNER OF SECTION 33; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33
- EAST TO THE CENTER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33
- SOUTH TO THE POINT OF BEGINNING

EXCEPT

Commencing at the West Quarter corner of Section 33, Township 14, Range 22 East: Then South 00° 02' 04" East, along the West line of the Northwest Quarter of the Southwest Quarter of Section 33, a distance of 196.00 feet to the point of beginning. Then following the existing fence line, the following fourteen courses: South 21° 51' 03" East, 21.55 feet, South 85° 47' 21" East 29.69 feet, South 15° 17' 19" East 91.21 feet, South 06° 50' 34" East 67.48 feet, South 00° 46' 13" West 71.41 feet, South 03° 34' 03" East 48.69 feet, South 02° 48' 19" West 20.02 feet, South 06° 33' 37" West 26.17 feet, South 15° 54' 27" West 14.55 feet, South 09° 33' 34" West 213.65 feet,

South 00° 30' 16" East 244.21 feet, South 00° 23' 41" West 133.50 feet, South 00° 45' 37" West 159.01 feet, South 14° 08' 19" West 28.61 feet, to the South line of the Northwest Quarter of the Southwest Quarter of Section 33; Then North 89° 20' 57" West, along that South line, a distance of 19.79 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 33; Then North 00° 02' 04" West, along the West line of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of 1132.06 feet to the point of beginning. Containing 1.082 acres M/L. Bearings are based on the West line of Section 32, Township 14 South, Range 22 East, being true North.

EXCEPT

A TRACT OF LAND IN THE WEST ONE QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 22 EAST OF THE 6^{TH} P.M. IN JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 606.25 FEET N.1°56'08"W. (BEING AN ASSUMED BEARING) AND 60.00 FEET N.88°03'52"E. FROM THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE PARALLEL TO AND 60.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35

N.1°56'08"W. 100.00 FEET; THENCE N.88°09'56"E. 54.77 FEET; THENCE S.1°50'04"E. 100.00 FEET; THENCE S.88°10'30"W. 9.55 FEET; THENCE S.43°09'40"W. 16.30 FEET; THENCE S.88°09'47"W. 15.00 FEET; THENCE N.1°50'13"W. 11.53 FEET; THENCE

S.88°10'04"W. 18.52 FEET TO THE POINT OF BEGINNING, CONTAINING 0.131 ACRES.



404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG



City Council Action Item

Council Meeting Date: December 13, 2018

Department: Community Development

Agenda Item: Consider Approval of a One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Office Space for 2019

Background/Description of Item:

Since February 2012, the City of Edgerton has contracted with Clements Cleaning Service to provide janitorial services for Edgerton City Hall and Auxiliary Office spaces. Clements Cleaning Service continues to provide excellent service and therefore, staff would recommend approval of a one-year extension as allowed by the contract.

The cost of the monthly service is \$875 for City Hall, 305 E. Nelson and 312 E. Nelson, Studio B. The cost of this contract extension was allocated as part of the 2019 annual budget process. The scope of work includes the cleaning and janitorial services necessary to maintain Edgerton Community Hall and City Offices in a clean and orderly condition in accordance with general commercial practices as listed below.

Weekly tasks include:

- Vacuum carpeted floors
- Dry mopped and/or sweep linoleum/wood floors.
- Clean/dust all window sills, furniture, kitchen counters, table tops and similar horizontal surfaces
- Empty wastebaskets and recycle bins.
- Fully clean restrooms
- Wet mop floors
- Clean sinks, toilets and mirrors.
- Replenish toilet tissue and paper towels. Toilet tissue and paper towels supplied by the City.
- Clean water fountains
- Clean entrance doors and office window glass.
- Damp mop linoleum
- Remove soiled areas and spots from the carpet and upholstered chairs

Quarterly/annual task as needed

- Dust and/or clean tops of doors, cabinets, baseboards, exposed pipes, etc.
- Dust and remove spots from walls, woodwork
- Vacuum carpets with heavy duty carpet cleaner

The City Attorney has reviewed the enclosed contract, updating it for 2019 services.

Related Ordinance(s) or Statue(s):

Funding Source: General – Facilities – Building/Ground Maintenance

Budget Allocated: \$19,000



Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve a One-Year Contract Extension with Clements Cleaning Service to Provide Janitorial Services for the Edgerton City Hall and Auxiliary Offices for 2019

Enclosed:

• Contract with Clements Cleaning Service

Prepared by: Katy Crow, Development Services Director

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this ______ day of ______, 2018, by and between the City of Edgerton, Kansas, a Kansas municipal corporation, hereinafter referred to as "City", and Stephanie Clements with Clements Cleaning Service, hereinafter referred to as "Contractor".

WITNESSETH:

I

WHEREAS, City desires to employ the services of Contractor, as an independent contractor, to provide janitorial services (hereinafter "Services") for the City; and

WHEREAS, said Contractor desires to accept employment as an independent contractor for Edgerton, Johnson County, Kansas, subject to all the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

SECTION ONE-DUTIES; SCOPE

The City hereby agrees to employ Contractor, as an independent contractor and not an employee, to provide Services for the City's Community Building City Hall located at 404 E. Nelson Street, Edgerton, KS, to the City offices at 305 E. Nelson Street, Edgerton, KS and to the City offices at 312 E. Nelson, Studio B as provided herein. The Services to be furnished under this agreement shall consist of all cleaning and janitorial services necessary to maintain the Community Building City Hall and City offices in a clean and orderly condition in accordance with general commercial practices.

The total area of **City Hall (cleaned on a weekly basis)** shall consist of the lobby, City Administrator Office, Assistant City Administrator Office, Administrative Staff Offices and File Room, Community <u>City</u> Hall with Kitchen and Men's and Women's Restroom.

The total area of **312 E. Nelson Street, Studio B (cleaned twice monthly)** shall consist of office space, kitchen, bathroom, conference room and hardwood stairs leading to upstairs unit.

The total area of **305 E. Nelson (cleaned twice monthly)** shall consist of office space, kitchen, bathroom and hardwood floors.

The Services required by this Agreement shall be performed in a manner acceptable to management. The Services covered by this Agreement shall be performed on the frequency described above, on a day determined by the Contractor, except as otherwise provided herein, at such times and in such manner as not to interfere with office operations and rentals of the Community Building City Hall as directed by the City Administrator, or designee. The Contractor shall provide cleaning dates to City staff 48 hours in advance.

The City shall provide a wet mop and a dry mop for use at City facilities. All other materials and equipment, including tools, required for the performance of this Agreement shall be furnished by the Contractor.

The following Services shall be provided at all three locations upon every cleaning:

- a) Vacuum carpeted floors
- b) Dry mop and/or sweep linoleum floors
- c) Clean/dust all window sills, furniture, kitchen counters, table tops and similar horizontal surfaces

- d) Empty wastebaskets and recycle bins. All trash and recycling shall be placed in designated containers.
- e) Fully Clean Restrooms
- f) Wet mop floors
- g) Clean sinks, toilets and mirrors.
- h) Replenish toilet tissue and paper towels. Toilet tissue and paper towns supplied by the City.
- i) Clean water fountains
- j) Clean entrance doors and office window glass.
- k) Damp mop linoleum
- 1) Remove soiled areas and spots from the carpet and upholstered chairs

The following Services shall be provided on an as-needed basis:

- a) Serub and wax linoleum floors. Remove old wax and apply new wax (liquid water-emulsion wax only)
- b)a)Dust and/or clean tops of doors, cabinets, baseboards, exposed pipes, etc.
- e)b)Dust and remove spots from walls, woodwork
- d)c)Vacuum carpets with heavy duty carpet cleaner

SECTION TWO -TERM

This Agreement will become effective following approval by the City Council and shall terminate on December 31, 2019. The contract may be terminated at the end of the contract term unless the City and Contractor have mutually agreed upon an extension no later than thirty days (30) prior to the expiration date, unless otherwise mutually agreed upon by the parties. All subsequent contract extensions, if any, shall be in increments of one (1) year.

The Contractor may terminate the Contract upon no less than thirty (30) days written notice of termination prior to the date Contractor wishes to terminate. City may terminate this agreement at any time.

SECTION THREE- COMPENSATION

City agrees to pay Contractor <u>as follows at the rate of</u> <u>per month</u> for services rendered pursuant to this Agreement.

- \$435 for monthly cleaning of City Hall
- \$265 for monthly (2 times/month) cleaning of 305 E. Nelson
- \$175 for monthly (2 times/month) cleaning of 312 E. Nelson, Studio B

An additional compensation of _________ per incident will be paid for removing old wax and applying new wax to the floor in the Community Room. Contractor shall prepare and present a monthly invoice to the City setting forth time spent performing duties pursuant to this Agreement. Said invoice shall not include time spent by Contractor traveling to and from the Community Building City facilities. City agrees to process payment provided by Contractor for services rendered during the month upon receipt of the invoice. Payment is made via direct deposit to the bank account number provided by the Contractor at the second Council meeting of each month and mail said payment on the first business day following the Council meeting, such payment being mailed to Contractor at an address that the Contractor shall provide to the City.

SECTION FOUR- DUTY TO DEFEND AND INDEMNIFY

In accordance with Kansas law, the City agrees to defend and indemnify Contractor for any claims made against Contractor for actions or inactions by Contractor while acting within the scope of this Agreement.

SECTION FIVE - CONFIDENTIALITY AND NON-DISCLOSURE

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The identity and personal information of citizens, the City's work product and office operations must be kept strictly confidential at all times. Although Contractor is authorized to provide services on behalf of City, as an express condition of this Agreement, it is agreed that Contractor and any employees or subordinates performing work under Contractor's direction shall absolutely maintain confidential any information learned during the course of Contractor's work for City. Any indiscretion is grounds for immediate termination of Contractor.

SECTION SIX- GENERAL PROVISIONS

The text herein shall constitute the entire agreement between the parties. This Agreement shall become effective upon execution by Contractor and execution by the Mayor after approval by the City Council. Contractor shall be paid at the current monthly rate for any services performed prior to this Agreement becoming effective.

SECTION SEVEN- CHOICE OF LAW

This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas and any action to enforce this Agreement shall be brought in the Johnson County District Court.

SECTION EIGHT- MODIFICATION

This Agreement cannot be modified or changed by any verbal statement, promise or agreement and no modification, change nor amendment, shall be binding on the parties unless it shall have been agreed to in writing.

IN WITNESS WHEREOF, the parties set their hands the day and year first above shown.

CLEMENTS CLEANING SERVICE:

CITY OF EDGERTON, KANSAS

Stephanie Clements

By: ______ Donald Roberts, Mayor

APPROVED AS TO FORM:

ATTEST:

Lee W. Hendricks, City Attorney

Rachael James, City Clerk

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INDEPENDENT CONTRACTOR AGREEMENT

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IN WITNESS WHEREOF, the parties set their hands the day and year first above shown.

CLEMENTS CLEANING SERVICE:

CITY OF EDGERTON, KANSAS

Stephanie Clements

By: ______ Donald Roberts, Mayor

APPROVED AS TO FORM:

ATTEST:

Lee W. Hendricks, City Attorney

Rachael James, City Clerk



404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG



City Council Action Item

Council Meeting Date: December 13, 2018

Department: Public Works

Agenda Item: Consider Contract Approval With Weather Or Not_®, Inc. To Provide Weather Forecasting Services

Background/Description of Item:

On January 12, 2017, City Council approved an agreement with Weather or Not to provide weather forecasting services. These forecasts are designed to provide key operational staff with the ability to accurately and efficiently schedule projects and/or emergency operations as necessary. This service provides staff with weather information via email, text messages and phone. Notifications are provided twice a day during normal condition, additionally Weather or Not will contact staff via phone during significant weather event, these calls are vital for the Department's Winter Weather Operations and these notifications give staff additional tools during inclement weather event.

Over the last several years this service has been utilized by multiple departments, the key element has been the emergency notifications, as well as being able to call Weather or Not for real time updates. This service has help staff with work flow planning, provide event staff with forecasting data with localized lighting updates to better manage events, and better identify winter weather response and reaction.

The City's purchasing policy allows and encourages the practice of cooperative purchases. Traditionally this has been most frequently utilized with Vehicle and Equipment. The purchasing policy allows for the City to "piggy-back" on contracts entered-into by other jurisdictions. Section 2.14 of the agreement between the City of Prairie Village and Weather or Not includes the cooperative purchasing provisions to allow the City of Edgerton to piggy-back on an existing contract.

The all-inclusive fee for the Premier Plus (*including A+ Weather Post Storm Reports) is \$9,487.00 annually, the addition of StreamerRT, total lightning service is \$595, with the total contract cost of \$10,082. The 2019 Public Works budget includes sufficient budget for the cost.

Funding Source: General Fund-Public Works-Emergency Management

Budget Allocated: \$12,000

x Kan E. Kundle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Contract With Weather Or Not®, Inc. To Provide Weather Forecasting Service For 2019, At A Price Not To Exceed \$10,082

Enclosed: City of Edgerton: A+ Weather Services Contract City of Prairie Village: Cooperative Contract Documents Weather or Not: Service Summary

Prepared by: Dan Merkh, Public Works Director



City of Edgerton- A⁺_{III} **Weather Services Contract**

This is to confirm that the City of Edgerton retains *Weather or Not*[®], *Inc.* ("*Weather or Not*") from January 1, 2019 thru December 31, 2019 to provide weather forecasting services set forth herein. Forecasts shall be e-mailed M-F by 7:00 AM and 3:00 PM, and by 8:00 AM on weekends with all appropriate updates being made, as information becomes available. A^+_{TM} Weather Alerts will be delivered to up to 10 City of Edgerton mobile devices. The City of Edgerton may call for updates whenever they choose. Weather or Not may record telephone calls between weather forecasters and the City of Edgerton. The City of Edgerton understands that these recordings may occur for the purpose of Weather or Not customer service training (without further notices) and consents to these recordings.

The all-inclusive fee for the Premier Plus, (*including the StreamerRTsm total lightning service and A^+_{TM} Weather Post Storm Reports) billable annually in the amount of \$10,082.00, payable net 20. StreamerRTsm End User License Agreement electronic consent required. The City of Edgerton agrees that the information provided by *Weather or Not* as a part of the services shall not be rebroadcast, redistributed, republished or otherwise reproduced, in whole or in part, without the express written consent of *Weather or Not*.

The City of Edgerton acknowledges that forecasting the weather is not an exact science and that *Weather or Not* has no control over the City of Edgerton's actions in response to forecasts and information delivered by *Weather or Not*. *Weather or Not* shall not be responsible for the acts or omissions of the City of Edgerton taken in reliance upon the information provided by *Weather or Not*, hereunder. The City of Edgerton hereby releases *Weather or Not*, its representatives, officers, directors, and shareholders from all loss, cost, damage, liability and expense including actual, consequential, and incidental damages suffered by the City of Edgerton or any of its agents, contractors or employees or other third parties as a result of weather conditions, whether or not forecasted by *Weather or Not*, or as a result of any other services provided by *Weather or Not*.

The City of Edgerton hereby agrees that this agreement shall not be assigned or otherwise transferred in whole or in part without the express written consent of *Weather or Not*. This agreement shall be binding when signed by both parties.

Sara Croke Weather or Not

City of Edgerton

Date

Date

AGREEMENT for WEATHER FORECAST SERVICES

This Agreement, made this <u>19th</u> day of <u>December</u>, <u>2016</u>, by and between <u>We muse on Nor</u>, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2017 through 2019 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor will provide to the Public Works Department, original all season weather forecast services developed by professional forecasters.
- 1.2 The Contractor will deliver daily forecasts by fax, e-mail (up to a maximum of 12 users) and texting (up to a maximum of 12 users) at 5:00 AM, 7:00 AM and 3:00 PM weekdays and no later than 8:00am on weekends and holidays. The daily forecast shall include current and projected weather conditions including start time and duration of rain/snow, intensity of rain, snow or ice and the potential for accumulating ice, damaging winds, dangerous temperatures, and 24-hour pavement temperature forecasts during winter weather. All forecasts shall contain enough pertinent information to allow the Public Works Department to make scheduling decisions for severe weather and emergency conditions, as well as planning for routine construction activities.
- 1.3 The Contractor will provide continual weather updates to designated personnel as conditions change and for severe weather forecasts of high winds, lightening, precipitation, and/or violent weather. A minimum of two (2) hours' notice of all winter storms and one (1) hour when possible for lightening or thunderstorm activity, will be required.
- 1.4 The Contractor will provide access for the City to control receiving of texting information for each individual contact. Each contact should be able to designate a time for blocking messages from their mobile device with an automatic restart at the end of that time frame. Individual contacts should be able to set weather thresholds and desired weather locations for notification.
- 1.5 The City may call the Contractor at any time with forecast requests and personal notification from a live meteorologist as required on a 24/7 basis. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period. Please attach a list of all meteorologists employed by your company including an updated resume for each meteorologist.
- 1.6 The City may request to tour the business facility prior to bid award.

- 1.7 The Contractor will provide historical data requests from the City within a reasonable timeframe.
- 1.8 The City agrees that the information provided by the Contractor will not be rebroadcast, redistributed, republished, or otherwise reproduced, in whole or in part, without the written consent of the Contractor.
- 1.9 The City acknowledges that forecasting the weather is not an exact science, and releases the Contractor from any and all loss, cost, damage, liability, and expense suffered as a result of weather conditions, whether forecasted or not forecasted.

2.0 General

- 2.1 The signed agreement will be the authorization for the vendor to provide the described services.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-jcarney@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices with a copy of the service report are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.

2.5 Insurance:

- A. The Contractor shall procure and maintain, at its expense, workmen's compensation insurance and benefits for its employees.
- 2.6 It is the express intent of the parties that this Contract shall not create an employeremployee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.7 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the Contractor providing the services described in this agreement.

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- 2.8 Applicable Laws and Permits:
 - A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.9 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.10 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.11 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas
- 2.12 This Agreement is for the period of January 1, 2017 through December 31, 2019. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.13 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.
- 2.14 Municipal Cooperative Procurement: contractor agrees to provide products and/or services to any municipality, county, or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid America Regional Council (MARC).

3.0 Fees

3.1 The fee to be paid in advance for the completion of this service is:

	2017 Annual Fee	2018 Annual Fee	2019 Annual Fee	
Annual Weather Forecasting Services	\$9,211.00	\$9,487.00	\$9,487.00	

Reminder: attach copy of resumes for all meteorologists employed by your company.

4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: Overland Park Contact: Mr. Kyle Burns

Phone #: 913-895-8308 Email: kyle.burns@opkansas.org

Brief Description on Work: Meteorological consulting services 24/7, 365 similar to Prairie Village, current services.

Company: Leawood Contact: Mr. Joe Johnson

Phone #:	913-339-6700	Email:	joej@leawood.org	
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Brief Description on Work: Meteorological consulting services 24/7, 365 similar to Prairie Village, current services

Company: Lenexa Municipal Services Contact: Mr. Nick Arena

Phone #: 913-477-7810

Email: narena@lenexa.com

Brief Description of Work: Meteorological consulting services 24/7, 365 similar to Prairie Village, current services

Addendum

Weather or Not appreciates the opportunity to submit this proposal. We shall meet or exceed all specifications with the diligence and success that has been this woman-owned, small businesses record since 1993.

In addition to the services specified in Section 1:

Weather or Not will provide Prairie Village with Post Storm Reports and a Winter Summary report as included in our services package since 2011.

Company N	lame:	Weather or Not, Inc.
Address:	6100	Nieman Rd.
_	Shaw	mee, KS 66203
Telephone I	Number:	913-722-3955
Fax Numbe	r: <u>N/A</u>	
Email:	sara	Dweatheromot.com
1	ra C	sole 12.6.16

ATTEST 19 Joyce Hagen Mundy, City Clerk Date

Is/ Catherine P. Logan, City Attorney Date

/s Laura Wassmer, Mayor Date

L:\Bid Documents\Service Agreements\2017 Annual Service Agreements\2017-19 Weather Services Bid-WeatherorNoLdocx

5 of 5

January-October 24th Service Summary

Prepared for: Edgerton, KS



As of October 24, 2018 there have been 91 phone calls between the City of Edgerton and Weather or Not. This is in addition to the twice daily email and text alerts you receive. Below are some snapshot examples of our service to the City of Edgerton So far through 2018.

Weather or Not Snapshot- City of Edgerton January 11th, 2018 Flash Freeze and Wintry Mix Slickness

1/10/18 2:08pm Routine Text Message: P CLDY S 10-20 G30 LO 49 THU: RN 12-7A BEC WNTRY MIX 7-11A. LT SNW POSS 9A-4P RN: .1-.3" ICE: 0-LT GLZ SNW: .1-.6" RDS < 32 7-9A LEADING TO FLASH FRZ! TEMPS FALL FROM 46(1A) TO 12(11P) S-NW 15-25 G35 FRI: LT SNW POSS PM 15/26

1/10/18 2:18pm Update Text Message: WINTER WX ADV IN EFFECT FROM 8A-3P THURS. FORECAST REMAINS ON TRACK

1/10/18 2:28pm on January 10th Call with Trey: Called Trey at 2:28pm on the 10th to let him know a flash freeze was expected to occur for the morning commute on the 11th that would also feature a transition to a wintry mix, adding to the slickness concerns.

1/10/18 9:44pm Update Text Message: UPDATE: FORECAST ON TRACK! RN DEV 12-2A, BEC WNTRY MIX 7-11A. LT SNW POSS 9A-4P. RN .1-.3" ICE 0-LT GLAZE SLEET 0-.1" SNW 0-.5" RDS < 32 7-9A, FLASH FRZ FOR AM COMMUTE! TEMPS ~40(6A) & FALL TO ~25(9A)

1/11/18 4:59am Routine Text Message: DRZL/RN SHWRS DEV ANYTIME CONT THRU 4-6P RN: .05-.25" RN BEC FRZ RN 4-7P RDS < 32 5-7P FLSH FRZ SLICKNESS LKLY! ICE: 0-LT GLAZE SLT/FLRYS POSS 6P-2A SNW: 0-.2" S-NW 10-20 G30 21(11P)/61 FRI-SAT: WC 0-15, P CLDY, BRZY 18/27 20/26

1/11/18 5:04am Call with Trey: Called trey to give him a run down on the arrival of wintry precipitation and flash freeze becoming a concern 7-10am We are expecting slickness and any wintry accumulations after the flash freeze will be light in nature.

1/11/18 7:07am Routine Text Message: SCAT RN TO FRZ RN/SLEET 7-10A, RDS < 32 7-10A, FLASH FRZ LKLY, LT SNW 9A-5P, RN: .1-.3", ICE: 0-LT GLAZE", SNW: 0-.5", SW-NW 15-25 G35, WC 0-15 AFT 9A, TEMPS FALL THRU DAY (23 AT NOON) FRI-SAT: SCAT SNW FRI EVE-SAT AM 11/26 9/19

1/11/18 8:59am Update Text Message: WDSPRD FLASH FRZ OVERSPREADS METRO THRU 10A. RDS ALONG/NW I-35 NOW 32 & FALLING! RDS ALONG/SE I-35 FALL BELOW 32 NOW 10A NW-SE!

1/11/18 10:01am Update Text Message: ALONG & SE OF I-35: PRECIP HAS DECR TO FRZ DRZL/VERY LT SLEET/FLRYS WHICH ENDS 12-2P. ADD SLEET/SNW 0-TRACE, ICE 0-LT GLAZE. TEMPS ~20 BY 3P, ~18 BY 6P

1/11/18 10:42am Call with Trey: Trey called in about the night shift planning as he was wondering if we would see any precipitation after 2pm. We let him know we would have just a few flurries. Winds will stay up through the evening which will help with evaporation, but we should not see any additional accumulations after 2pm to cause additional slickness concerns. Only concern will be falling temperatures through the night that could possibly limit treatment effectiveness as we fall to 9 degrees

1/11/18 1:16pm Routine Text Message: LT SNW ENDS 2-4P W/ SNW LASTING LONGEST NW OF I-35 ADD SNW: 0-.2" DEC CLDS RDS < 15 AFT 6P LO 9 FRI: WC -5 TO 10 ALL DAY, RDS ~32 1-4P, INC CLDS HI 22 SAT: LT SNW SHWRS/FLRYS AM 9/19 SUN-MON: SCAT SNW SHWRS POSS 7/29 5(PM)/30(AM)

This is but a snapshot of how Weather or Not's meteorologists worked with the Public Works Department at the City of Edgerton to be well prepared for a flash freeze event for the morning commute of January 11th.

Weather or Not Snapshot- City of Edgerton May 2nd, 2018 Severe Weather and Tornado Warning Day Calls and Text Alerts

5:04am Routine Text Message:

SHWRS END BY 9A, RN: 0-.25" HI 81 STORMS REDVLP 8-10P, CONT OVRNT & MAY BE SVR (1.5" HAIL, G60, ISO TOR) THU: RN/STORMS CONT THRU DAY & END LATE, DRY BREAK POSS IN AFTRN, RN: .5-1.25" ISO 2" 67/78 FRI: DRY 55/78

6:59am Routine Text Message:

DRY BY 9A, RN: 0-.25" HI 81 STORMS REDVLP 8-10P, MAY BE SVR (1.5" HAIL, G60, ISO TOR EARLY) HVY RN MAY CAUSE RD PONDING! THU: RN/STORMS END LATE, DRY BREAK POSS IN AFTRN, RN: .5-1.25" ISO 2" 67/78 FRI: DRY 55/78

1:10pm Routine Text Message:

RN/STORMS ARRIVE 7-9P W-E (SVR STORMS 1ST FEW HOURS POSS W/ RD PONDING, G40-60, 1.5" HAIL, ISO TOR) S 10-20 G30, LO 67 THU: SCAT RN/STORMS CONT OFF/ON THRU 7-9P, RN: .5-1.25" ISO 2", SW 15-25 G40, HI 78 FRI-SAT: DRY 55/78 57/82

1:44pm Update Message:

FLASH FLOOD WATCH FOR ENTIRE KC METRO FROM 7PM TONITE THRU 7PM THURS. SVR STORMS ARRIVE 7-9P W/ PERIODIC 1" PER HR RN RATES THE 1ST 1-3 HRS. THIS COULD CAUSE URBAN PONDING, ESP IN TYPICAL TROUBLE SPOTS! RN .5-1.5" THRU 12A THURS

1:45pm Call Out to Trey: Called to inform Trey that a flash flood watch has been put in place for Edgerton through 7pm Thursday. Informed Trey of the severe storms arriving 7-9pm and with 1" per hour rain rates at

times over the first 1-3 hours of activity this evening road ponding in typical trouble spots was more likely than creek or stream flooding. Through 12am Thursday we are only expecting .5-1.5" of rain in Edgerton.

5:20pm Update Message:

SLOWER T-STORM START! LINE OF STRNG-SVR STORMS ARRIVES 8-9:30PM W-E, SVR THREAT LASTS ~1 HR W/ G50-70 MPH, UP TO 1.5" HAIL, 1-2"/HR RN RATES (ROAD PONDING), FREQ LTNG. BRF SPIN-UP CANT BE RULED OUT. RN .5-1.5" ISO 2" END 12-1A

5:28pm Update Message:

TORNADO WATCH FOR ENTIRE KC METRO TIL 1A. PREVIOUS UPDATE ON TRACK

5:13pm Update Message:

BEST CHC FOR SVR T-STORMS IS W/ AREA NEAR EMPORIA MOVING NE. HAS HISTORY OF G60-70 MPH & SML HAIL. WEAK ROTATION ALSO OCCURRING. ARRIVES EDGERTON ~9P & TRACKS THROUGH AREAS S OF LENEXA-BUCKNER THRU 10:30P. RN .4-1.3" ISO 1.8"

8:00pm Call Out to Trey: Called to let Trey know that we are seeing a line of storms that will arrive near 9pm in Edgerton. We are seeing confirmed wind gusts of 60-70 mph with this line, which is near emporia. We have also seen some rotation and could see a brief spin up that could develop overhead. We have been seeing these spin ups occur off to the southwest and will be a concern for us as well.

8:39pm Update Message:

SVR T-STORM WARN FOR JOHNSON CNTY S OF A DE SOTO-ROELAND PARK LINE TIL 9:30P! STORM IS CAPAPBLE OF WIND GUSTS TO 70MPH, PING PONG HAIL, & BRIEF SPIN UP TORNADOES! STORM ARRIVES EDGERTON ~9P, OLATHE ~9:30P, LEAWOOD ~9:45P

8:39pm Call Out to Trey: Called Trey to inform him that the storm will arrive in 15 mins and we are seeing some weak rotation with the storm. Main concern is wind gusts 60-70 coming in from the southwest. There is a hail threat as well with hail around 1" in diameter.

8:39pm Update Message:

TORNADO WARN FOR JOCO S OF LENEXA & W OF 69 HWY TIL 9:15P. RADAR INDICATED ROTATION NEAR WELLSVILLE ARRIVES IN EDGERTON ~5MINS, OLATHE ~15MINS ~OVERLAND PARK ~20 MINS

8:49pm Call Out to Trey: Tornado warning was issued right after we talked last, there is an area of rotation near Wellsville and will approach Edgerton in about 5 minutes. While you may not see a spin up, still expect wind gusts 60-70 mph on the leading edge of this activity. Tornado threat is over 9:00-9:05pm for Edgerton.

9:00pm Update Message:

BEST ROTATION W/ STORM IN JOCO IS S OF GARDNER (NEAR 183RD) & MOVING MORE E VS NE. WILL ARRIVE IN SPRING HILL ~9:10PM, STILWELL ~9:25PM

This is but a snapshot of how Weather or Not's meteorologists worked with the Public Works Department at the City of Edgerton to stay safe and best prepared leading up to and during a severe weather event. A full expert analysis is available upon request.





404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG



City Council Action Item

Council Meeting Date: December 13, 2018

Department: Administration

Agenda I tem: Consider Letter of Understanding with Johnson County Human Services for 2019 Utility Assistance

Background/Description of Item:

Each year the City includes an amount in the budget for the Utility Assistance Program administered by Johnson County Human Services (JCHS). Funds sent to JCHS are put in an account for Edgerton residents who meet the utility assistance program eligibility criteria. Only Edgerton residents receive assistance from the funds the City sends to JCHS. Funds not used during the year rollover to the next year. Johnson County also augments City funds granted to an applicant. In the 2019 Letter of Understanding, the amount is \$150 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

Contributions weren't made in 2017 and 2018 because the balance in the City's account was sufficient to cover expenses. As of September 30, 2018 the balance in the fund was \$1,238.15. Staff expects that a contribution will be needed in 2019 to ensure sufficient funds are in the account to cover expenses. The 2019 Budget includes \$3,000 for utility assistance. If the 2019 Letter of Understanding is approved, staff will wait to send the contribution until the balance in the account is lower.

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: \$3,000

x Kaun E. randle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the 2019 Letter of Understanding with Johnson County Human Services for Utility Assistance and approve funding of \$3,000 for 2019.

Enclosed: 2019 Letter of Understanding with Johnson County Human Services Utility Assistance Master Guidelines & Procedures

Prepared by:

Karen Kindle * Finance Director

Letter of Understanding JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM 2019 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.
- 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 \$150 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.
- 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 2019. 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

Johnson County Human Services

epierch Celter

Deborah Collins, Director Johnson County Human Services

Title

Name

Date

Date 11-5-2018

Utility Assistance – Master Guidelines & Procedures

Reviewed March 2018 - County Funding up to \$150 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

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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 of income	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.

2018 Poverty Guidelines - Monthly

48 Contiguous States and D.C.

Persons in Household 48 Contiguous States and D.C. Poverty Guidelines (Monthly)

	100)%	13	3%	13	8%	15	0%	20	0%	25	0%	30	0%	400%	
1	\$	1,012	\$	1,346	\$	1,396	\$	1,518	\$	2,023	\$	2,529	\$	3,035	\$ 4,047	
2	\$	1,372	\$	1,824	\$	1,893	\$	2,058	\$	2,743	\$	3,429	\$	4,115	\$ 5,487	
3	\$	1,732	\$	2,303	\$	2,390	\$	2,598	\$	3,463	\$	4,329	\$	5,195	\$ 6,927	
4	\$	2,092	\$	2,782	\$	2,887	\$	3,138	\$	4,183	\$	5,229	\$	6,275	\$ 8,367	
5	\$	2,452	\$	3,261	\$	3,383	\$	3,678	\$	4,903	\$	6,129	\$	7,355	\$ 9,807	
6	\$	2,812	\$	3,740	\$	3,880	\$	4,218	\$	5,623	\$	7,029	\$	8,435	\$11,247	
7	\$	3,172	\$	4,218	\$	4,377	\$	4,758	\$	6,343	\$	7,929	\$	9,515	\$12,687	
8	\$	3,532	\$	4,697	\$	4,874	\$	5,298	\$	7,063	\$	8,829	\$	10,595	\$14,127	
Add \$3	360 for e	ach per	sor	over 8												

ou for each person over

2018 Poverty Guidelines - Annual

48 Contiguous States and D.C.

Persons in Household 48 Contiguous States and D.C. Poverty Guidelines (Annual)

	100%	133%	138%	150%	200%	250%	300%	400%
1	\$12,140	\$16,146	\$16,753	\$18,210	\$24,280	\$30,350	\$36,420	\$48,560
2	\$16,460	\$21,892	\$22,715	\$24,690	\$32,920	\$41,150	\$49,380	\$65,840
3	\$20,780	\$27,637	\$28,676	\$31,170	\$41,560	\$51,950	\$62,340	\$83,120
4	\$25,100	\$33,383	\$34,638	\$37,650	\$50,200	\$62,750	\$75,300	\$100,400
5	\$29,420	\$39,129	\$40,600	\$44,130	\$58,840	\$73,550	\$88,260	\$117,680
6	\$33,740	\$44,874	\$46,561	\$50,610	\$67,480	\$84,350	\$101,220	\$134,960
7	\$38,060	\$50,620	\$52,523	\$57,090	\$76,120	\$95,150	\$114,180	\$152,240
8	\$42,380	\$56,365	\$58,484	\$63,570	\$84,760	\$105,950	\$127,140	\$169,520
Add	CA 000 6	and the second second						

Add \$4,320 for each person over 8

Account status	The utility account must be past due, have a disconnect notice, or be disconnected
Account status	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 7 business days ahead) is allowed if the client is in jeopardy of being removed from a payment plan. Intake worker will make record of this in case note.
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. Utility accounts in children's names or in the names of persons other than adults residing in the household are not eligible for assistance.
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.

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.

North West	Gardner- Edgerton	Blue Valley	Spring Hill	North Central	Olathe	North East
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	3	66221		66214		66207
66218		66223		66215		66208
66219		66224				
66226		66085				
66227		66013				

Utility Assistance Zip Codes

Frequency

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

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

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 \$250, it is her responsibility to pay \$150 toward the bill before the UA program will pay the benefit amount of \$100.
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 \$150 per household per year. Example: A client receives \$250 in assistance—\$100 coming from the city and \$150 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. Must be augmented with other funds – 25% or \$50 which is ever is lesser.

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 <u>can</u> 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, 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, 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.



404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG



City Council Action Item

Council Meeting Date: December 13, 2018

Department: Public Works

Agenda Item: Consider Change Order #1 for the Museum Exterior Project, to include additional materials.

Background/Description of Item:

On October 18, 2018, Edgerton City Council approved the Museum Exterior Project and awarded the project to Arrow Renovation. As part of this project the contractor is replacing the siding and windows in total.

On November 15, 2018 the Contractor (Arrow Renovation) started the removal of the siding at the Edgerton Historical Society Museum Building. As part of this first progression of work during removal of the existing siding, it was discovered that the previous exterior materials were attached directly to the house frame. Staff identified a need for OSB decking with an accompanying moisture barrier wrap for the entire structure, materials needed to affix the new siding to the building and provide insulating properties. During this period, it was determined that additional insulation would be a beneficial added item to wrap into the change order.

Per the City of Edgerton Purchasing Policy, change orders greater than 10% of the approved amount, greater than \$15,000, or changes that cause the project budget to be exceeded require Governing Body approval. Change Order #1 is \$5,313. This change order is greater than 10%. To meet the intent of the purchasing policy, staff presented this information to the Governing Body during City Council Work Session on November 15, 2018 to receive consensus to move forward with additional work. Staff recommended proceeding with the work based on consensus due the structure being open to the elements. City Council provided consensus to move forward with the additional work.

Change Order #1 includes the installation of insulation batting with in the walls of the building, OSB decking of the entire structure, moisture barrier wrap prior to the installation of the new windows and siding, in a price not to exceed \$5,313. The Change Order would be funded from the same source as the original project, unencumbered fund balance. This project is scheduled to be completed by December 7, 2018.

Construction	\$ 19,450
Change Order #1	<u>\$ 5,313</u>
Total	\$ 24,763

Related Ordinance(s) or Statue(s):

Funding Source: General Fund – Unencumbered Fund Balance

Budget Allocated:\$15,000Museum Siding CIP Project\$ 5,000Museum Widows CIP Project\$20,000Total Project Budget

x Kan E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve the Change Order for the Museum Exterior Project.

Enclosed: Change Order #1

Prepared by: Dan Merkh, Public Works Director



CHANGE ORDER

Date:

11/16/18

Project Address:

City of Edgerton, KS

406 E Nelson -EC Museum

<u>Co</u>	ntact Number:	Customer Name:	City Of Edgerton, KS
1:	Install 7/16 OSB Deck and fanfold in Add Battin Insulation into walls	nsulation to the exterior of the Museum	\$ 5313
Ori	ginal Contract Amount:	s 19450.00	

Original Contract Amount:\$ 19450.00Change Order Amount:\$ 5313.00

\$ 19450.00 \$ 5313.00 \$ 24763.00

Revised Contract Amount:

We hereby agree to the above as an additional/reduced project cost(s) to be added/deleted to the original scope of work:

	1/1/18
Contractor D	
	ate
Approved Denied	
Guy Quinn 1	1/16/18
Arrow Representative	Date



404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG



City Council Action Item

Council Meeting Date: December 13, 2018

Department: Administration

Agenda Item: Consider Funding Recommendations for 2019 Human Service Fund

Background/Description of Item:

During the annual budget process for 2019, Edgerton City Council approved an allocation of \$1,800 to United Community Services for the Human Service Fund. The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for determining allocations from this fund. The Edgerton City Council is requested to approve the funding recommendations no later than January 1, 2019.

The Human Service Fund offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community.

Last year programs receiving Human Service Fund grants served approximately 55,000 Johnson County residents in-need. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

Enclosed is the 2019 Human Service Fund Applicant History and Recommendations for review. As a participating jurisdiction, Edgerton City Council has been asked to review and approval the funding recommendations.

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

Funding Source: General Fund – General Government

Budget Allocated: \$1,800

x Kan E. Kindle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Funding Recommendations for 2019 Human Service Fund

Enclosed:

• 2019 Human Service Fund Applicant History and Recommendations

Prepared by: Scott Peterson, Assistant City Administrator



United Community Services of Johnson County

Board Members Justin Nichols, President Patricia A. All, EdD Kate Allen Brian S. Brown Jennifer Bruning Tara S. Eberline Hon. Steven M. Ellis Chervl Harrison-Lee Michael Hockley Rev. Lee Jost Roxann Kerr Lindsey Donna Lauffer Leo J. Nunnink Sandra Sanchez Maury L. Thompson **Kevin Tubbesing Rick Worrel** Rebecca Yocham

Council of Advisors

Gary Anderson Mary Birch Dick Bond Pat Colloton David Cook, PhD Hon. Peggy Dunn Hon. Ed Eilert Jeffrey O. Ellis SuEllen Fried Ellen Hanson **Terrie Huntington** Audrey Langworthy Jill Quigley **Tom Robinett Clint Robinson** Carol Sader Joseph Sopcich, PhD **Brad Stratton Charlie Sunderland** Elaine Tatham, PhD Stephen Tatum David Warm Ron Wimmer, PhD Hannes Zacharias

Executive Director Julie K. Brewer October 19, 2018

To:

From:

RE:

Beth Linn

1997 - 1997

Julie Brewer, Executive Director

MB/m

2019 Human Service Fund Recommendation Report

The United Community Services Board of Directors has prepared its recommendation for allocation of the 2019 Human Service Fund. The enclosed report is submitted for Edgerton's approval. UCS is sincerely grateful for the funding from the participating jurisdictions which resulted in a total of approximately \$359,800. During 2019, allocations will benefit Johnson County residents who will be served through 14 programs recommended for grants. Thanks to your support, in 2017 programs receiving Human Service Fund grants served nearly 55,000 Johnson County residents. To receive an electronic version of the report, please contact Marya Schott, <u>maryas@ucsjoco.org</u>.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving or modifying UCS' recommendations for Human Service Fund grants. The governing body is requested to approve the recommendations and notify UCS no later than January 1, 2019. After that date, the recommendations will stand as presented.

If you would like a representative from UCS to attend a Council meeting, or if you have any questions about the recommendations or process, please contact me at (913) 438-4764. We appreciate your support of this county-wide partnership. Thank you.

Enclosure: 2019 Human Service Fund Recommendations Report





United Community Services of Johnson County

2019 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Human service programs are a vital component of quality of life. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the **Human Service Fund** in 2019.

Together, Johnson County Government and 14 cities committed \$359,801 for the Human Service Fund in 2019. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 14 programs recommended for 2019 Human Service Fund grants.

The Human Service Fund (HSF) offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community. Funding recommendations represent the maximum HSF award for the calendar year, and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, in 2017 programs receiving Human Service Fund grants served nearly 55,000 Johnson County residents in-need. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

Jurisdictions are asked to accept the funding recommendations by January 1, 2019.

Board Members Justin Nichols, President Patricia A. All, EdD Kate Allen Brian S. Brown Jennifer Bruning Tara S. Eberline Hon. Steven M. Ellis Cheryl Harrison-Lee Michael Hockley Rev. Lee Jost Roxann Kerr Lindsey Donna Lauffer Leo J. Nunnink Sandra Sanchez Maury L. Thompson **Kevin Tubbesing Rick Worrel** Rebecca Yocham

> **Council of Advisors** Gary Anderson Mary Birch **Dick Bond** Pat Colloton David Cook, PhD Hon. Peggy Dunn Hon. Ed Eilert Jeffrey O. Ellis SuEllen Fried Ellen Hanson **Terrie Huntington** Audrey Langworthy **Jill Quigley Tom Robinett Clint Robinson** Carol Sader Joseph Sopcich, PhD **Brad Stratton Charlie Sunderland** Elaine Tatham, PhD Stephen Tatum David Warm Hannes Zacharias

Executive Director Julie K. Brewer



2019 Human Service Fund Applicant History and Recommendations

Applicant	2017 Grant	2018 Grant	2019 Recommendation	Program Description	
CASA of Johnson & Wyandotte Counties	\$32,000	\$40,000	\$43,500	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement. Volunteers focus on the child and submit reports to judge.	
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.	
Community Center of Shawnee, Inc.	No request	No request	\$5,000	Food pantry transportation- Costs associated with transporting food from source (food outlets and Harvesters) to the Community Center in Shawnee where it is distributed without cost to Johnson County households.	
El Centro	\$20,000	\$20,000	\$22,736	Safety net services for low-income, under/uninsured individuals and families: economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (Health Navigation and health promotion).	
Growing Futures Early Education Center	\$9,265	\$9,265	\$9,265	Scholarships for child care fees for enrolled low-income families during financial hardship, which allows parents to maintain full- time education or employment. Emergency assistance for enrolled families who need help with food and housing.	
Harvesters	\$10,000	\$12,000	\$15,000	BackSnack and Kids Café program provides a backpack of food for low-income school children to take home over the weekend and meals in afterschool locations and summer sites.	
Health Partnership Clinic	\$42,000	\$42,000	\$42,000	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.	
Hillcrest Ministries of MidAmerica*	\$5,000	\$6,000	\$9,500	Transitional housing for homeless youth, single adults and families, including case management, budget counseling, and supportive services. *Formerly known as Hillcrest Transitiona Housing.	
Johnson County Interfaith Hospitality Network (IHN)	\$9,000	\$9,000	\$9,000	Case management for single females and families with children who are homeless. Clients receive shelter, meals, and transportation assistance from IHN.	
Jewish Family Services	\$0	\$5,000	No request	The Food, Shelter and Employment program provides an array of safety-net services to low-income families.	
Kansas Children's Service League	\$19,800	\$19,800	\$19,800	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.	
KidsTLC	\$15,400	\$17,500	\$17,500	Street Outreach Services Program serves youth and families who are homeless or at-risk of homelessness. Helps clients obtain/maintain housing and provides related services and/or referral to services as needed.	
SAFEHOME	\$18,000	\$19,865	\$21,000	The Economic Empowerment Program promotes economic self- reliance for victims of domestic violence who are living in shelter, and for clients in the agency's outreach programs.	
Salvation Army Family Lodge (Olathe)	\$18,000	\$18,000	\$18,000	Temporary and transitional housing for families in Johnson County who are homeless, including related services and case management.	
Sunflower House	\$32,500	\$37,500	\$37,500	Personal safety and prevention programs for children and youth. Prevention and education programs for child care professionals and caregivers, including mandated reporters.	
The Family Conservancy	\$10,000	\$10,000	No request	Implementation of "Talk, Read, Play" Intensive Model at early childhood centers which serve low-income children.	
Total	\$310,965	\$335,930	\$339,801	The 2018 federal poverty level for a family of three is \$20,780.	

United Community Services of Johnson County 2019 Human Service Fund Recommendations Report

2019 Human Service Fund Recommendations

CASA of Johnson and Wyandotte Counties

\$43,500 Recommendation Funding is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a "Child in Need of Care" due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child's situation (safety, mental health and education needs, etc.). The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child's statements, behavior, and interaction with parents. Court reports support the judge's critical decisions about where the child should live and what services should be court-ordered.

Results Projected: Children are safe from additional abuse or neglect. Children have a stable adult presence in their lives, and when eligible will complete high school or earn a GED. CASA anticipates serving 435 Johnson County children during 2019.

Catholic Charities of Northeast Kansas

\$70,000 Recommendation Funding is recommended for the Emergency Assistance and Supportive Housing program which operates out of two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents' basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, child care, and transportation. The case management delivery model emphasizes practices to accomplish self-sufficiency, including asset development/financial literacy, life skills, and referrals to other available community resources.

Results Projected: During 2019 the agency anticipates serving 35,000 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will engage in budget coaching and a financial review with their case manager. Seventy-five percent of clients will attend financial literacy education classes and receive one-on-one coaching according to assessed financial need and capability.

Community Center of Shawnee, Inc.

\$5,000 Recommendation For the first time, funding is recommended for the Food Pantry Transportation component of the organization doing business as Shawnee Community Services. The organization transports food from Harvesters and a variety of food outlets to its center in Shawnee where families may receive one free food package per month which consists of nonperishable foods, frozen meat, fresh produce, bread and dairy products. Shawnee Community Services also provides free clothing, household goods at a nominal cost, and referrals to other community resources. **Result Projected:** During 2019 4,680 households will receive free food packages, and 1,050,000 pounds of food will be distributed. The agency anticipates serving 5,880 Johnson County residents.

El Centro, Inc.Funding is recommended for the Johnson County Family Services Center located in Olathe
where a set of safety-net services are provided to low-income and/or under-/uninsured
Johnson County individuals and families. Services include economic empowerment
(emergency assistance, financial literacy classes, assistance filing taxes), and access to
healthcare (health navigation and promotion).

Results Projected: During 2019 El Centro expects to serve 1,675 Johnson County residents at the Olathe office. Results include meeting clients' basic needs, assisting clients in obtaining an ITIN (if needed) and filing income taxes, and clients successful access of community healthcare resources.

Growing Futures Early Education Center

\$9,265 Recommendation Funding is recommended for Growing Futures' Head Start Childcare and Emergency Assistance Scholarships. Most of the families served by Growing Futures are living at or below federal poverty guidelines. Through the Human Service Fund grant, scholarships (child care assistance) help low-income families experiencing financial hardships who are unable to pay their share of child care fees (federal Head Start grants fund 3.5 hours of the day and parents are responsible for costs wrapped around the Head Start funded hours). Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Emergency assistance is provided to families in need of shortterm help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time), and food.

Results Projected: Children demonstrate kindergarten readiness and maintain enrollment in the program even though families face financial hardship. Families attain at least one family goal based upon family determined strengths and needs. During 2019 Growing Futures projects serving 30 Johnson County children with scholarships.

Harvesters

\$15,000 Recommendation Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. Harvesters' purchases food for the backpacks and links schools to a community partner, and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify children in greatest need of food assistance. During the 2019 school year, Harvesters will collaborate with approximately 51 schools in Johnson County for BackSnack (number of schools is subject to change). Harvesters delivers meals directly to Kids Café sites and provides meals there at no cost to children and youth. Free and reduced lunch school statistics help determine location of Kids Café sites. During 2019 school year, there will be 20 Kids Café sites in Johnson County, and Harvesters will start a blended BackSnack/School Pantry pilot where food is delivered to schools for distribution to families that need help feeding everyone in their household (not just the student).

Results Projected: In 2019, through the BackSnack program, the agency anticipates serving 1,850 Johnson County children and distributing 57,100 backpacks; and, providing 42,000 meals to children through Kids Café sites. Results include positive effects on children's grades, behavior and health.

Health Partnership Clinic (HPC)

\$42,000 Recommendation Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. HPC's patients are primarily low income (82%), with 48% uninsured and 38% having public insurance. Health Partnership Clinic, Johnson County's largest safety-net clinic, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services. Specialty care is provided through a network of providers.

Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes, and patients utilize the Health Partnership Clinic (HPC) as their ongoing source of care (i.e. a medical home). During 2019 HPC anticipates serving 12,255 Johnson County residents through 36,137 patient office visits or encounters.

Hillcrest Ministries of MidAmerica

\$9,500 Recommendation Funding is recommended for Hillcrest's Transitional Housing – Homeless Youth and Families program. Transitional housing for homeless youth (up to age 21), families (children and adults), and single adults will be provided in seven apartments located in Overland Park. Four apartments are for youth, and 3 are for families, singles and couples. Hillcrest uses either the HUD or McKinney-Vento education definition of homeless. The majority of clients are at or below federal poverty guidelines. The youth program provides up to 24 months of housing and services, including individual case management and budget counseling, and connection to community services to address immediate and ongoing needs as applicable, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring. Adults and families receive similar services, however, for a shorter period of time (3 months). A food and basic-needs pantry is also provided at the Overland Park facility.

Results projected: 35 homeless children/youth and adults will be provided transitional housing and achieve at least one goal from their assessment plan. Homeless youth will work toward achieving an education goal; 12 homeless adults will maintain or improve their employment.

Johnson County JoCoIHN provides shelter, meals, transportation and case management for homeless Interfaith families and single unaccompanied females. Area congregations provide shelter and meals Hospitality on a rotating schedule while JoCoIHN staff helps families regain self-sufficiency and Network independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community (JoCoIHN) resources, assistance with budgeting, money management, and job and housing searches. \$9,000 Services are provided by 3,400 volunteers through partnerships with 36 faith congregations. Recommendation Results Projected: During 2019 the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50 percent will move into homes of their own within four months of entering the network. Kansas Children's Funding is recommended for Healthy Families Johnson County, a child abuse prevention Service League program which provides intensive home-based education and family support services to (KCSL) parents who are experiencing extreme stress and are "at-risk" for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-\$19,800 income. Participants receive routine at-home visits, case management, referrals to Recommendation community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a Parent Leadership Council. Results Projected: During 2019, 195 Johnson County individuals are expected to be served. Anticipated results are that families do not have any substantiated child abuse and neglect; and, children have health insurance and are current on immunizations, and have a developmental screen in the last six months (or are already receiving services for developmental delays).

\$17,500

KidsTLC

Recommendation

Funding is recommended for KidsTLC Street Outreach Services Program (SOS) which provides intervention services to families with children and transitional-age youth who are homeless or at-risk of homelessness. The main referral sources to the program are Olathe and Shawnee Mission School Districts through their IMPACT Olathe and Project Home programs. Referrals also come from other service providers, word-of-mouth, etc., and may include youth who have run-away or are transitioning out of foster-care. The primary goal is to assist clients in obtaining/maintaining permanent housing and navigating mental health and social service systems, including referrals to mental health services at KidsTLC, and guidance about accessing other services in the community.

Results Projected: During 2019 the organization estimates serving 150 Johnson County residents through this program. Program results include that people's life sustaining basic needs are met, clients experience increased access to services and barriers to services are reduced, and clients express increased stability and awareness of resources.

	SAFEHOME	SAFEHOME provides shelter and other assistance to survivors of domestic violence. Funding is recommended to support SAFEHOME's Economic Empowerment Program.
\$21,000 Recommendation		Through education, support, and referrals to community agencies, this program assists clients in taking control of their finances and moving towards financial independence. Clients participating in SAFEHOME'S outreach programs also have access to financial literacy classes.
		Results Projected: Program participants secure employment, enroll in job training or education programs, and complete a budget. The agency projects this program will serve 230 Johnson County residents during 2019.
	Salvation Army Olathe	Funding is recommended to assist low and very-low income homeless families in Johnson County with food and shelter at the Johnson County Family Lodge in Olathe. In most cases, the Lodge provides up to 90 days of shelter (temporary and transitional housing –
	\$18,000 Recommendation	maximum stay of 180 days). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.
		Results Projected : In addition to providing safe shelter, results include families increasing their skills or income, applying for mainstream services (SNAP, TANF, Medicaid, etc.) and moving into transitional or permanent housing. The Family Lodge anticipates serving 150 Johnson County residents during 2019.
	Sunflower House	Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) <i>Happy Bear</i> , an interactive play
	\$37,500 Recommendation	for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) <i>Think First and Stay Safe</i> , a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) <i>E-Safety</i> , provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) <i>Keeping Kids Safe Online</i> , a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) <i>Stewards of Children</i> , a child sexual abuse prevention and education training for adults; 6) <i>Mandated Reporter Training</i> which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) <i>Child Protection Project</i> , a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.
		Results Projected : Children are knowledgeable of strategies to recognize, resist and report abuse; youth and adults increase their knowledge of online safety; and, mandated

abuse; youth and adults increase their knowledgeable of strategies to recognize, resist and report reporters and other adults are trained to identify and report child abuse and neglect. The agency anticipates reaching 15,000 Johnson County residents during 2019.

APPENDIX A

JURISDICTION	CONTRIBUTION	
Johnson County	\$131,775	
De Soto	\$2,180	
Edgerton	\$1,800	
Gardner	\$6,000	
Leawood	\$15,000	
Lenexa	\$18,500	
Merriam	\$7,600	
Mission	\$7,600	
Olathe	\$50,100	
Overland Park	\$80,200	
Prairie Village	\$7,600	
Roeland Park	\$4,371	
Shawnee	\$23,900	
Spring Hill	\$1,800	
Westwood	\$1,375	
Total from County Government & Cities	\$359,801	
Interest	\$5,000	
Subtotal	\$364,801	
UCS Administration	\$25,000	
Total Available to Allocate	\$339,801	

2019 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS JURISDICTION CONTRIBUTION

2019 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- o Tara S. Eberline Committee Chair, Foulston Siefkin, LLP
- o Brian Brown, IPC Healthcare, Inc. (TeamHealth)
- o Justin Nichols, Kutak Rock LLP
- o Kevin Tubbesing, The Land Source
- o Rebecca Yocham, City of Lenexa

Community Members

- o Janet Barrow, WaterOne
- o Angeliina Lawson, Johnson County Community College Board of Trustees

Staff support: Marya Schott, UCS Director of Resource Allocation

United Community Services of Johnson County 2019 Human Service Fund Recommendations Report

APPENDIX B

2019 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating human service safety net programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. The human service safety net cares for and protects the vulnerable, and provides pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

FUNDING PRIORITIES 2019

Programs funded by the HSF must deliver measurable outcomes which benefit county residents and, in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

- 1. Programs funded by the HSF must fit the definition of "Safety Net or Work Supports." Priority is given to programs that address child care and early childhood development, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care.
- 2. Priority will be given to programs that serve individuals and/or families with income below or near the federal poverty level.
- 3. Priority will be given to programs that demonstrate innovation and/or collaboration in program delivery.
- 4. Priority will be given to programs that are consistent with an evidence-based program, best practices or promising practices, or replicate a successful model.

ELIGIBILITY

- Recognized by the IRS under section §501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation.
- Agency must provide an independent certified audit of the previous year's financial records; or, if total
 agency revenues were less than \$250,000, an independent review of financial statements prepared by a
 Certified Public Accountant. The audit or review must have been completed within nine (9) months of the
 close of the fiscal year.
- The program serves primarily Johnson County, Kansas residents who live with income at or near federal
 poverty level. Programs that do not meet this criterion may still be eligible if the program leads to the
 prevention of poverty, and primarily serves Johnson County residents.
- The program clearly defines and measures outcomes for participants.
- The program benefits local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
- The applicant complies with Agency Standards.
- Applicants must affirm that the agency does not discriminate on the basis of age, sex, ethnicity, disability, race, color, ancestry, political affiliation, religion, sexual orientation, gender identification, mental health disability, national origin or any other characteristic covered by law.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the
 HSF and Alcohol Tax Fund (managed by Drug and Alcoholism Council, a program of UCS) for the same
 program during the same funding cycle. However, applications may be submitted for both funds by the
 same agency or department for discrete programs during the same funding cycle. Criteria of discrete
 programs include, but are not limited to, programs for which expenses are recorded separately for purposes
 of functional accounting, programs that, if serving a population targeted by another program, serve a
 distinct need of that population, and/or employ distinct strategies and projected outcomes.
- Applications for substance abuse programs are not accepted and should be directed to the Alcohol Tax Fund.



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City Council Action Item

Council Meeting Date: December 13, 2018

Department: Administration

Agenda Item: Consider 2019 Funding Request from Miami County Conservation District

Background/Description of Item:

In 2017, the Edgerton City Council agreed to participate with the Miami County Conservation District in the Hillsdale Watershed and Restoration and Protection Strategy (WRAPS) grant in partnership with other cities and counties who depend on Hillsdale Lake for their water supply and other benefits. The City did not provide funding in 2018.

After meeting with Mayor Roberts and Edgerton staff to discuss opportunities to partner together on watershed conservation efforts, Miami County Conservation District will attend the December 13th City Council meeting to request funding of \$2500 for 2019.

The Hillsdale Watershed and Restoration and Protection Strategy (WRAPS) grant has two important goals listed below.

- Reduce the amount of nitrogen, phosphorus and sediment entering the lake from crop, pasture and urban lands. During the first 18 months we have worked with private and public landowners, farmers and ranchers on the following practices:
 - Soil Health convert conventionally tilled cropland to no-till.
 - Permanent Vegetation convert degraded cropland to permanent, native vegetation (whole field conversion and field buffers).
 - Livestock Management remove cattle from watershed streams with fencing and alternative watering systems.
- Raise civic awareness of threats to water quality in the lake and surrounding watershed. During the first 18 months of the project, 150 residents attended workshops on land management, soil health and livestock grazing systems. More than 500 middle and high school students have participated in the watershed stream team program, which includes a day in the field monitoring stream conditions.

Lesley Rigney, Miami County Conservation District, provided the enclosed presentation updating the City Council on the activities related to the grant. She will attend the Council meeting to review the presentation and answer questions. Additional information may also be found at their website at <u>www.hillsdalewater.org</u>.

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

Funding Source: Water Fund – Administrative – Professional Services

Budget Allocated: \$2,500

x Kaun E. Yandle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve 2019 Funding Request for \$2500 from Miami County Conservation District for Hillsdale Watershed and Restoration and Protection Strategy (WRAPS) grant

Enclosed: Presentation by Miami County Conservation District

Prepared by: Beth Linn, City Administrator

HILLSDALE WRAPS EFFORTS

- TMDL (Updated 2014)
- 9-Element Plan (Updated 2017)
- WRAPS KDHE 319 (Grant 2016-2019)
 - Grant: \$232,291
 - Match: \$154,861 (HAWC, Cities/Counties, Project Participants)

HILLSDALE WRAPS BUDGET

	Y 1 G R A N T	Y1 MATCH	Y2 GRANT	Y2 MATCH	Y 3 G R A N T	Y3 MATCH
ADMIN	35,705	10,000	33,000	10,000	32,342	10,000
BMPS	35,208	21,621	43,421	21,621	49,615	21,619
I & E	1,000	20,000	1,000	20,000	1,000	20,000
TOTAL	\$71,913	\$51,621	\$77,421	\$51,621	\$82,957	\$51,619
TOTAL GRANT	\$232,291					
TOTAL MATCH	\$154,861					

LONG-TERM GOALS (2014 TMDL)

Phosphorus (lbs): 67% Reduction Needed

36,177	24,266	11,911
CURRENT	REDUCTION	ALLOWED

Nitrogen (lbs): 57% Reduction Needed

370,993	212,131	158,862
CURRENT	REDUCTION	ALLOWED

PROGRESS -END OF YEAR 2

- Load Reductions
 - Sediment: 1904 tons
 - N: 8007 lbs
 - P: 4190 lbs
- Outreach and Education
 - HAWC
 - Johnson County (SMAC)

HILLSDALE WRAPS					
	RESS TOW				
Acres were treated with best management practices Best management practices reduced nitrogen, phosphorus, and					
	sediment loading.				
8,007	4,189	1,904			
Nitrogen Reduction (Ibs)	Phosphorus Reduction (lbs)	Sediment Reduction (tons)			
10,530	6,917	1,045			
Three Year Load Reduction Goal	Three Year Load Reduction Coal	Three Year Load Reduction Coal			
76%	61%	182%			
Progress Towards Reduction Goal	Progress Towards Reduction Goal	Progress Towards Reduction Goal			



help us ELEVATE OUR WORK.



Lesley Rigney, Coordinator 913-294-3751 Ext. 3 <u>hillsdalewater.org</u>



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City Council Action Item

Council Meeting Date: December 13, 2018

Department: Administration

Agenda Item: Consider Contract With Gardner Edgerton Chamber Of Commerce For Chamber Services In 2019

Background/Description of Item:

Annually during the budget process, the Governing Body considers a request from the Gardner Edgerton Chamber of Commerce. Following the annual budget request, the City considers an annual agreement for chamber services and work plan including the deliverables for the following year.

For the 2017 budget cycle the Governing Body approved an agreement with the Chamber for \$5,000.00, 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

The Gardner Edgerton Map was not produced during 2017 or 2018 and the Chamber has made it a goal for 2019. Funds for the Map were never disbursed as the Chamber invoices when the project completes.

As presented during the 2019 budget process this summer, the 2019 request remains unchanged at \$5,000.00, with all items being paid for at invoicing/completion. Jason Camis, President and CEO of the Gardner Edgerton Chamber has specified that the Chamber's intent is to produce the Gardner Edgerton Magazine each year – the 2018 Magazine recently finished production. The City has not yet been invoiced and has thus not disbursed the 2018 funds allocated for that item.

Enclosed with the packet are a draft agreement to provide chamber services for 2019, which has been reviewed and approved by the City Attorney. Also included is the proposed 2019 Work Plan. Jason will be present at December 13th 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 Kan E. Vandle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Contract With Gardner Edgerton Chamber Of

Enclosed:

• 2019 Agreement – Contract for Chamber Services

Commerce For Chamber Services In 2019

• 2019 Work Plan

Prepared by: Katy Crow, Development Services Director

AGREEMENT

THIS CONTRACT FOR CHAMBER SERVICES ("Renewal") is made and entered into as of this _____ day of December 2018, 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. <u>PERFORMANCE STANDARDS.</u> 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. <u>**COMPENSATION.**</u> 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. <u>TERM.</u> The term of this agreement shall be for one year commencing on January 1, 2019 and terminating on December 31, 2019.

5. <u>RENEWAL.</u> This agreement may be renewed annually by mutual agreement of the parties.

6. <u>NO AGENCY RELATIONSHIP.</u> 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 ____ day of December, 2018, at Johnson County, Kansas.

GARDNER EDGERTON CHAMBER OF COMMERCE CITY OF EDGERTON, KANSAS

President

Mayor

Gardner Edgerton Chamber/City of Edgerton Work Plan – 2019

The Gardner Edgerton Chamber of Commerce is pleased to present the following work plan for 2019 with the City of Edgerton. The format has changed slightly from previous years to be in congruence with the Chamber's adopted 2018-2020 Strategy Plan (attached).

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

Growth & Exposure -

- I. Website the Chamber will provide a direct link from homepage of new website. (New in 2019)
- 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 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 and include those for consideration with its publishing partner. (3rd quarter)
- VII. Gardner Edgerton Community Map the chamber, in cooperation with a publishing partner, will produce a regional community map (Gardner, Edgerton & New Century) and provide a pre-determined # of copies for the City to use as necessary. (2nd quarter)

Collaboration -

- I. Mid-Year Chamber Luncheon/Breakfast the Chamber will coordinate with ElevateEdgerton & the SW JoCo EDC to host a State of the Communities Luncheon/Breakfast at a mutually beneficial time for the City of Edgerton & City of Gardner (late summer/early fall). The event will highlight the development and opportunities in each community and while open to everyone, will be targeted toward the general business community.
- II. City Staff/Council the Chamber will meet at least quarterly with designated city staff (currently the Development Services Director). 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. Frontier Days the Chamber will offer to support the Edgerton Frontier Days committee and provide assistance where possible. Activities may include support of Frontier Days, After School Block Party, Summer Kickoff, July 4th 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. Elected Official Event in cooperation with City staff, the Chamber will host an opportunity to meet with regional officials (elected and other) at a mutually agreeable time. (New in 2019, 2nd quarter)
- VII. Edgerton City Council the Chamber will provide an opportunity for the community to get to know city council candidates prior to the general election in Nov. 2019 (3rd/4th quarter). This may take the form of an in-person or online activity depending on need and candidate availability.

In order for the Chamber to successfully execute this work plan, the Chamber asks for the following considerations:

- When new companies come to town, the Chamber would like the city to provide a general point of contact at each business. There is no expectation that this information will be provided prior to it being available to the public. To provide good customer service to the general community, it's important that the Chamber have a main point of contact for various issues.
- Additional activities can be added as necessary, provided they meet the goals of the City and the Chamber. As a partner to the City of Edgerton, the Chamber will be supportive in efforts to grow and improve the business community. The Chamber encourages the City of Edgerton to communicate needs, issues and opportunities throughout the year.



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City Council Action Item

Council Meeting Date: December 13, 2018

Department: Community Development

Agenda Item: Consider Ordinance No. 1095 Which Adopts the Planning Commission's Recommendation to Approve a Conditional Use Permit to Allow a Cargo Container Storage Yard and Truck Parking/Maintenance Facility on Parcels Containing an L-P Zoning Designation – on the South Side of 191st Street, one half mile west of Waverly Road.

Background/Description of Item:

The City of Edgerton has received application CU2018-01 requesting a Conditional Use Permit to operate a cargo container storage yard and truck parking/maintenance facility along the south side of 191st Street, one-half mile west of Waverly Road. The applicant is NorthPoint Development and current property owners are Edgerton Land Holding Company, Logistics Park Kansas City, LLC, and Michael and Pamela Gifford.

On October 9, 2018, the City of Edgerton Planning Commission considered and gave contingent approval to Final Site Plan FS2018-07 which would allow for the construction of a cargo container storage yard and truck parking/maintenance facility. Application CU2018-01 is a request for a Conditional Use Permit to operate said facility utilizing that approved Final Site Plan.

Final Site Plan FS2018-07 details include a 17,000 SF office building, one guard shack for access control, a canopied area for truck arrivals with a guard enclosure, and a fueling station. The BNSF intermodal facility is located about 1/2 mile to the northwest of the proposed location and the Logistics Park Kansas City (LPKC) industrial park surrounds this parcel.

In order to recommend approval or disapproval of a proposed Conditional Use Permit (CUP), the Governing Body shall determine whether the proposed use is found to be generally compatible with surrounding development and is in the best interest of the City. In making such determination, Section 7.1 (C) of Article 7 of the UDC states that the Planning Commission and the Governing Body may consider all factors they deem relevant. In addition, Section 7.2 (D) of the UDC details requirements to be considered for a conditional use permit for cargo container storage, repair and maintenance facilities. Staff reviewed application CU2018-01 with respect to these requirements.

The Planning Commission conducted a Public Hearing regarding application CU2018-01 at their meeting on November 13, 2018. Included as an attachment is the Staff Report prepared

for this item. The Planning Commission recommended approval of application CU2018-01, with the following stipulations:

- 1. The Conditional Use Permit CU2018-01 approval shall be transferable, but it must stay with the ownership of these parcels for which its use is approved (Final Plat 2018-05);
- 2. The property owner shall continuously comply with all performance criteria in Article 7 pertaining to Cargo Container Storage Facilities and Cargo Repair and Maintenance Facilities, including, but not limited to, noise maximums and cargo container and chassis stacking height requirements. The applicant shall comply with height requirements by limiting cargo container stacking to not exceed the maximum of 5 (five) cargo containers. This condition shall be continually met for the duration of the conditional use permit.
- 3. The property shall be developed in accordance with the Site Plan FS2018-07, as approved by the Planning Commission, prior to commencement of the cargo container storage use. Landscaping material shall be continuously maintained and replaced when dead.
- 4. Cargo containers and chassis may only be stored in the designated areas shown on Site Plan FS2018-07.
- 5. No other outside storage of equipment or materials shall be allowed on the property.
- 6. Any future phases or additional areas used for cargo container maintenance and repair uses shall not commence until a new, revised Site Plan is submitted and approved by the City for that phase, including photometric and landscaping plans.
- 7. The applicant and/or property owner, shall continue to work with LPKC, Inc., to dedicate a cross access easement to the parcels located south and east of this project currently owned by Harrold J. Curry, with said access transferable to future owners of the Curry property.
- 8. This Conditional Use Permit shall be valid for 10 (ten) years from date of approval by the City of Edgerton.

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

Funding Source: N/A

Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approval of Ordinance No. 1095 Which Adopts the Planning Commission's Recommendation to Approve a Conditional Use Permit to Allow a Cargo Container Storage Yard and Truck Parking/Maintenance Facility on Parcels Containing an L-P Zoning Designation – on the South Side of 191st Street, one half mile west of Waverly Road.

Enclosed:

- Ordinance 1095
- Staff Report prepared for November 13, 2018 Planning Commission Meeting which includes the application and the Staff Report for Final Site Plan FS2018-07
- Excerpt from Draft Minutes November 13, 2018 Planning Commission Meeting

Prepared by: Katy Crow, Development Services Director

ORDINANCE NO. 1095

AN ORDINANCE ADOPTING THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE A CONDITIONAL USE PERMIT TO ALLOW USE OF LAND IN THE CITY OF EDGERTON LOGISTICS PARK ZONING DISTRICT (L-P) LOCATED ALONG THE SOUTH SIDE OF 191ST STREET, ONE-HALF (1/2) MILE WEST OF WAVERLY ROAD, FOR TRANSPORTATION STORAGE AND A TRUCKING YARD

WHEREAS, the City of Edgerton received an Application for a Conditional Use Permit from NPD Management, LLC on or about July 30, 2018 for property located on the Northwest Quarter of Section 3, Township 15 South, Range 22 East (the "Property"); and

WHEREAS, the Property was owned at that time by Edgerton Land Holding Company, LLC, Logistics Park Kansas City, Inc. and Michael A. Gifford and Pamela L. Gifford; and

WHEREAS, the Edgerton Planning Commission did hold a public hearing on November 13, 2018 on the requested Conditional Use Permit in accordance with the requirements as set forth in the Edgerton Zoning Regulations; and

WHEREAS, The Edgerton Planning Commission voted to approve the Conditional Use Permit for use of land for "transportation storage and a trucking yard" but such vote was conditioned on the following being adhered to by the Applicant/Owner:

- 1. The Conditional Use Permit CU2018-01 approval shall be transferable, but it must stay with the ownership of these parcels for which its use is approved (Final Plat 2018-05);
- 2. The Property Owner shall continuously comply with all performance criteria in Article 7 pertaining to Cargo Container Storage Facilities and Cargo Repair and Maintenance Facilities, including, but not limited to, noise maximums and cargo container and chassis stacking height requirements. The Applicant shall comply with height requirements by limiting cargo container stacking to not exceed the maximum of 5 (five) cargo containers. This condition shall be continually met for the duration of the Conditional Use Permit.
- 3. The Property shall be developed in accordance with the Site Plan FS2018-07, as approved by the Planning Commission, prior to commencement of the cargo container storage use. Landscaping material shall be continuously maintained and replaced when dead.
- 4. Cargo containers and chassis may only be stored in the designated areas shown on Site Plan FS2018-07.
- 5. No other outside storage of equipment or materials shall be allowed on the Property.
- 6. Any future phases or additional areas used for cargo container maintenance and repair uses shall not commence until a new, revised Site Plan is submitted and approved by the City for that phase, including photometric and landscaping plans.

- 7. The Applicant and/or Property Owner, shall continue to work with LPKC, Inc., to dedicate a cross access easement to the parcels located south and east of this project currently owned by Harrold J. Curry, with said access transferable to future owners of the Curry property.
- 8. All facilities should abide by any and all city and governmental rules, regulations, codes and specifications now in effect or hereafter adopted that would be applicable to this Permit or the use of the Property by the Applicant/Landowner. The Property must continuously comply with these requirements.
- 9. This Conditional Use Permit shall be valid for 10 (ten) years from date of approval by the City of Edgerton.

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

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

Section 1. The proposed Conditional Use Permit for transportation storage and a trucking yard is hereby approved for the following property:

A replat of Tract B, LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT, a platted subdivision, together with part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, all in the City of Edgerton, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of said Northeast Quarter; thence North 88°09'02" East, along the North line of said Northeast Quarter, a distance of 30.00 to the Point of Beginning; thence continuing North 88°09'02" East a distance of 1,286.84 feet to the Northwest corner of the East Half of said Northeast Quarter; thence South 01°20'47" East, along the West line of said East Half, a distance of 1,676.20 feet to the Southeast corner of said Tract B, said point also being on the North line of Tract A, of said LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT; thence South 88°21'32" West, along said North line, a distance of 543.38 feet to a point 768.4 feet east of the West line of said Northeast Quarter; thence North 01°31'08" West, parallel with said West line, a distance of 749.19 feet; thence South 88°09'02" West, parallel with the North line of said Northeast Quarter, a distance of 388.40 feet; thence North 72°27'03" West a distance of 370.32 feet to a point 30.00 feet east of the West line of said Northeast Quarter; thence North 01°31'08" West, parallel with said West line, a distance of 802.00 feet to the Point of Beginning, containing 1,575,974 square feet, or 36.179 acres, more or less.

Section 2. The Conditional Use Permit approved by this Ordinance is expressly conditioned on the Applicant's/Owner's strict compliance with the nine Conditions set forth above,

which were recommended by the Edgerton Planning Commission and approved by the City of Edgerton City Council.

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

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

PASSED by the Governing Body of the City of Edgerton, Kansas and approved by the Mayor on the 13th day of December, 2018.

DONALD ROBERTS, Mayor

ATTEST:

RACHEL JAMES, City Clerk

APPROVED AS TO FORM:

LEE W. HENDRICKS, City Attorney



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STAFF REPORT

November 13, 2018

- To: Edgerton Planning Commission
- Fr: Katy Crow, Development Services Director/Zoning Administrator
- Re: **CU 2018-01** for Conditional Use Permit Request for Transportation Storage and Trucking Yard *LPKC Logistics Support*

APPLICATION INFORMATION

Applicant:	Aaron Burks representing NPD Management, LLC 4825 NW 41 st Street, Suite 500 Riverside, MO 64150
Property Owners:	BNSF Railway Company (BNSF) PO Box 961089 Fort Worth, TX 76131
	Edgerton Land Holding Company, LLC (ELHC LLC) 4825 NW 41 st Street, Suite 500 Riverside, MO 64150
	Logistics Park Kansas City, Inc. (LPKC, Inc.) 4825 NW 41 st Street, Suite 500 Riverside, MO 64150
	Michael A. and Pamela L. Gifford 13995 W. 157 th Street Olathe, KS 66062
Requested Action:	Conditional Use Permit approval for a cargo container storage/maintenance facility and truck yard – <i>LPKC Logistics Support</i>
Legal Description:	NW Quarter of Section 3, Township 15 South, Range 22 East; see attached application for complete legal description.
Site Address/Location:	Along the south side of 191 st Street, one-half mile west of Waverly Road; directly east of 32285 W. 191 st Street.
Site Size:	Approximately 36 Acres
Existing Improvements:	None

Current Zoning and Land Uses:

	ZONING	LAND USE	USER/OWNER
SITE	LP, Logistics Park District	Current use is Agricultural; site plan application for storage and trucking operations was approved by the Planning Commission on October 9, 2018.	BNSF, ELHC LLC, LPKC, Michael A. and Pamela L. Gifford
NORTH	LP, Logistics Park District	Warehouse Operations	Flexsteel and Demdaco existing operations
SOUTH	LP, Logistics Park District	Agricultural	Harold J. Curry, Trustee of the Curry Survivor's Trust dated June 13, 1996 and the Curry Family Trust dated June 13, 1996 and LPKC, Inc.
EAST	LP, Logistics Park District	Cargo container storage, trucking yard and undeveloped Agricultural	Transpec Leasing Incorporated and Hastings Family Holding LLC
WEST	RUR, Agricultural	Agricultural	Prairie Tree, LLC

BACKGROUND AND PROJECT DESCRIPTION:

On October 9, 2018, the City of Edgerton Planning Commission considered and gave contingent approval to Final Site Plan FS2018-07 which would allow for the construction of a cargo container storage yard and truck parking/maintenance facility. Application CU2018-01 is a request for a Conditional Use Permit to operate said facility utilizing that approved Final Site Plan.

The western storage lot would also contain a 17,000 SF office building, one guard shack for access control, a canopied area for truck arrivals with a guard enclosure, and a fueling station. The BNSF intermodal facility is located about 1/2 mile to the northwest of the proposed location and the Logistics Park Kansas City (LPKC) industrial park surrounds this parcel.

Applicant requests a ten (10) year use period be assigned to this Conditional Use Permit as that time frame has been granted for similar projects.

INFRASTRUCTURE AND SERVICES:

All infrastructure and services remain the same as the submitted with Final Site Plan FS2018-07.

STAFF ANALYSIS

Based on review of the application and the plan submitted, staff determined the request for a cargo container storage and trucking/maintenance yard, as allowed by the Edgerton Unified Development Code (UDC), to be a Conditional Use in the Logistics Park (L-P) zoning district.

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

- the location is appropriate and consistent with the Comprehensive Plan;
- that the public health, safety, morals, and general welfare will not be adversely affected;
- the necessary safeguards will be provided to surrounding property, persons, and

neighborhood values; and

- may further provide that additional standards of this Article be specified as a condition of approval.

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

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

GENERAL CRITERIA

- a. <u>The extent to which there is a need in the community for the proposed use</u>. Demand for businesses to store and maintain cargo containers and chassis, such as the facility proposed here, is a by-product of the activity in and around the intermodal facility. LPKC's primary function is to transport and redistribute containers and the products they contain. There is a need for companies that specialize in storage and truck parking/maintenance. The proposed use would fill a need for this type of support service in LPKC. Staff determination: *Positive*
- b. <u>The character of the neighborhood, including but not limited to: zoning, existing and approved land use, platting, density (residential), natural features, and open space</u>. The character of the neighborhood is established as a transportation and logistics hub. The BNSF Intermodal Facility is across 191st Street to the west and north of this proposed location. Land use zoning for the parcels comprising this project is L-P Logistic Park District. The lot would be wholly contained within Site Plan FS2018-07 as submitted for Planning Commission review. Staff determination: *Positive*
- c. <u>The nature and intensity of the proposed use and its compatibility with the zoning and uses of nearby properties.</u> Such determination should include the location, nature, and height of structures, walls, fences, and other improvements connected with the proposed use, their relation to adjacent property and uses, and the need for buffering and screening. The existing parcel zoning of LP Logistics Park and the adjacent property uses are similar in nature to other Logistics Park support services. The conditionally approved Final Site Plan FS2018-07 meets the Edgerton UDC requirements with stipulations for a Type 4 landscape buffer and berming along 191st Street. Proposed fencing of 1" black vinyl coated chain link to be installed around the perimeter of the operation will meet L-P zoning design guidelines per Article 5.2 of Edgerton's Uniform Development Code. Staff determination: *Positive*
- d. <u>Suitability of the uses of the property without the proposed conditional use permit</u>. The property is zoned L-P district. Cargo container storage and truck yards are an important support function at the Logistics Park Kansas City. Staff determination: *Positive*
- e. <u>Length of time the subject property has remained vacant without the proposed conditional use</u> <u>permit</u>. Before the Gifford's property was annexed in 2018, the property was an agricultural use in unincorporated Johnson County. The remaining parcels were annexed into Edgerton in 2010 but they have remained vacant with no existing operations in place. Staff determination: *Neutral*

- f. <u>The extent to which the proposed use may detrimentally affect nearby property</u>. No long term detrimental effects are expected for the use of the property as the use requested is not extraordinary at Logistics Park Kansas City. There are currently four other cargo container storage use facilities in operations at the Logistics Park, including one directly adjacent to this project. Staff determination: *Positive*
- g. <u>The adequacy of ingress and egress to and within the site of the proposed use, traffic flow and control, the adequacy of off-street parking and loading areas, the adequacy of required yard and open space requirements and sign provisions</u>. During Final Site Plan review, FS2018-07 was determined to meet City requirements for ingress/egress, traffic flow, etc. onsite. During the approval process for the Preliminary and Final Plats for this project, staff requested the applicant grant a cross access easement to parcels located south and east of the project currently owned by Harrold J. Curry, with that access transferable to future owners of those parcels. Applicant has agreed to work with LPKC, Inc. to provide that access on a six-acre parcel owned by LPKC, Inc. south of this project. Staff determination: *Positive*
- h. <u>The availability and adequacy of required utilities and services to serve the proposed use.</u> <u>These utilities and services include, but are not limited to, sanitary and storm sewers, water, electrical and gas service, police and fire protection, schools, parks and recreation facilities and services, and other similar public facilities and services. Availability and adequacy of utilities and services was addressed in Final Site Plan FS 2018-07. Staff determination: *Positive*.</u>
- i. <u>The extent to which the proposed use would adversely affect the capacity or safety of that portion of the road network influenced by the proposed use, or present parking problems in the vicinity of the property</u>. The application is not anticipated to adversely affect the capacity of safety of the road network as the project is located on 191st Street which is a designated Heavy Haul Corridor. Staff determination: *Positive*
- j. <u>The environmental impacts that the proposed use would create (if any) including, but not</u> <u>limited to, excessive storm water runoff, water pollution, air pollution, noise pollution,</u> <u>excessive nighttime lighting or other environmental harm</u>. The City will follow NPDES (stormwater management requirements) guidelines that require the developer to address runoff and water pollution mitigation measures as part of the development of the property. As part of the stipulations for conditional approval of Final Site Plan FS 2018-07, the applicant was required to submit a stormwater study for the City Engineer to review, submit documentation and obtain a Land Disturbance Permit, and complete a City of Edgerton Floodplain Development Permit. Staff determination: *Neutral*
- k. <u>The economic impact of the proposed use on the community</u>. Prior to the development of the BNSF intermodal and logistics park, there were few commercial and industrial uses within the City. Warehousing and related uses in the L-P District have the potential to benefit the residents and community in a positive way by providing needed jobs and tax revenues. This type of use is seen as necessary support for warehousing and other related Logistics Park uses. Staff determination: *Positive*
- <u>The relative gain (if any) to the public health, safety, and welfare from a denial of the application for conditional use permit as compared to the hardship imposed upon the conditional use applicant from such denial.</u> The conditionally approved Final Site Plan application FS2018-07, with stipulations, met the requirements of the UDC. Due to the nature of the request, there would be little gain to the public health, safety and welfare of the City of Edgerton and the property owner should this request be denied. Staff determination: *Positive*

m. <u>Consistency with the Comprehensive Plan, Capital Improvement Plan, ordinances, policies, and applicable City Code of the City of Edgerton, and the general safety, health, comfort and general welfare of the community</u>. The Future Land Use Map (attached) within the Comprehensive Plan designates the subject property for industrial development. Staff determination: *Positive*

In addition to the above criteria, the recommendation of professional staff is also required per Ordinance 798 (2005). Staff recommendation is addressed in the Recommendations Section following staff review of Article 7, Section 7.2 of the UDC below.

Staff has reviewed the Conditional Use application for compliance with the requirements in Section 7.2(d) of Article 7 of the Edgerton UDC as it relates to uses within an area with an L-P Zoning District designation.

CARGO CONTAINER STORAGE, REPAIR, AND MAINTENANCE FACILITY PERFORMANCE CRITERIA.

All cargo container storage and cargo container repair and maintenance facilities (collectively referred to as "facilities") shall be subject to the following performance provisions:

- 1. <u>Access:</u> No cargo containers or semi-trailers (either on or off a chassis), or a chassis, may be stored in a manner that impedes access to public rights-of-way, public utility or drainage easements, structures, and buildings. *Final Site Plan FS 2018-07 complies.*
- Exterior Lighting: Facilities shall provide lighting on-site, including at all vehicular entrances and exits. A lighting plan shall be submitted and approved. *Final Site Plan FS 2018-07 complies.*
- 3. <u>Minimum Lot Size:</u> Facilities shall have a minimum lot size of twenty (20) acres. *Property complies with 36 acres.*
- 4. <u>Noise:</u> Noise from businesses and facilities shall not exceed 60 dB(A) in any adjacent residential district or 70 dB(A) in any adjacent commercial or industrial district or property. *Noise issues are not addressed in the applicant's proposal; however, if approved, the use must continuously comply with these noise maximums in the conduct of business.*
- 5. <u>Paving:</u> All interior driveways, parking, loading, and storage areas shall be paved and dust-free. For purposes of this stipulation:
 - a. Paving shall mean concrete or asphalt: and
 - b. Dust-free shall mean that all interior driveways and storage area surfaces shall be kept free of dust, dirt or other materials to prevent the migration of dust off-site.

All surfaces included as part of FS 2018-07 must be asphalt or concrete and lined with concrete curb and gutter in compliance with APWA recommended standards.

6. <u>Parking:</u> Facilities shall comply with the Article 5.2 L-P District Off Street Parking and Loading regulations. No portion of any required off-street parking or loading/unloading areas shall be used for the storage of cargo containers, semi-trailers (either on or off a chassis), chassis or similar storage devices. *The proposed use shall continuously comply with parking requirements*.

- 7. <u>Cargo Container Stacking:</u> Cargo containers shall not be stacked more than five (5) in number. *The proposed use must continually comply and not exceed the maximum stacking number*. *Additionally, Final Site Plan FS2018-07 indicates specific areas where cargo containers will be stacked. Cargo containers may not be stored outside of approved areas indicated on FS2018-07.*
- 8. <u>Chassis Stacking/Racking:</u> Empty chassis may be stored on end (racking) or may be stacked. When stacked, chassis shall not be more than five (5) in number. *The proposed use must continually comply with and not exceed the maximum stacking number. Additionally, Final Site Plan FS2018-07 indicates specific areas where cargo containers will be stacked. Cargo containers may not be stored outside of approved areas indicated on FS2018-07.*
- 9. <u>Screening and Landscaping:</u> Screening may be required on the perimeter of the property. Screening shall be a combination of fencing and landscaping or berming and landscaping. Screening shall comply with requirements Article 5.2 L-P District Landscape Standards. *Submitted Final Site Plan FS 2018-07 complies. The proposed use shall continuously comply with landscaping requirements*.
- 10. <u>Setbacks and Separation Distance:</u> All buildings, structures, parking and other uses on the property, shall be subject to the setback requirements in Article 5.2 L-P District Setback, Yard, Area Regulations, except, however, the parking or storage of cargo containers or semi-trailers (either on or off a chassis), and chassis (racked or stacked) shall be subject to the following setback standards that may vary depending upon the difference scenarios set forth below:

a) When abutting (touching, or across the street from non-residentially zoned property, such parking or storage shall be setback from any exterior property line of the subject property a distance equal to the height of the cargo container or semi-trailer (either on or off a chassis), and chassis (racked and stacked). *Final Site Plan FS 2018-07 complies. The proposed use shall continuously comply with setback requirements.*

b) When abutting (touching public right-of-way, such parking or storage shall be setback from any exterior property line of the subject property a distance equal to the height of the cargo containers or semi-trailers (either on or off a chassis), and chassis (racked or stacked. *Final Site Plan FS 2018-07 complies. The proposed use shall continuously comply with setback requirements.*

c) When abutting (touching), or across the street from, residentially zoned property, such parking and storage shall be setback a minimum of 250 feet from the nearest property line of the residentially zoned property. *This requirement is not applicable as there is no property adjacent to this project that is residentially zoned.*

d) <u>When abutting (touching), or across the street from, a habitable dwelling, such parking and storage shall be setback a minimum of 300 feet from the nearest dwelling</u>. *There are no habitable dwellings adjacent to the proposed area. The nearest dwelling to the west is approximately 1100 feet from the storage area. Final Site Plan FS 2018-07 complies.*

11. <u>Signage: Business signs shall be allowed according to Article 5.2 L-P District Signage regulations.</u> <u>No signage, other than shipping company identification logos and placards, shall be allowed on</u> <u>any cargo container, semi-trailer or chassis</u>. No signage is proposed with this application. Signage proposed later shall receive separate approval according the provisions of the UDC.

- 12. <u>Site Plan: A site plan shall be submitted with the application. The site plan shall be prepared in accordance with the requirements of Article 9 (B) (3) of these regulations</u>. *Final Site Plan FS2018-07 shall be revised to comply with all stipulations as required through the approval of the Planning Commission and as part of the Conditional Use Permit review.*
- 13. <u>Other Rules and Regulations. All facilities shall abide by any and all governmental rules,</u> regulations, codes and specifications now in effect or hereafter adopted that would be applicable to this permit or the use of the property by the applicant/landowner. *The proposed use must continuously comply with these requirements*.

RECOMMENDATION

Based upon the above staff analysis, City staff recommends **approval** of the Conditional Use Permit for a Transportation Storage and Trucking Yard on these parcels as shown in the enclosed site plans for a period of ten years with the following stipulations:

- 1. The Conditional Use Permit CU2018-01 approval shall be transferable, but it must stay with the ownership of these parcels for which its use is approved (Final Plat 2018-05);
- 2. The property owner shall continuously comply with all performance criteria in Article 7 pertaining to Cargo Container Storage Facilities and Cargo Repair and Maintenance Facilities, including, but not limited to, noise maximums and cargo container and chassis stacking height requirements. The applicant shall comply with height requirements by limiting cargo container stacking to four (4) units in perimeter rows on the east, south and west sides of the property. not to exceed the maximum of 5 (five) cargo containers. This condition shall be continually met for the duration of the conditional use permit.
- 3. The property shall be developed in accordance with the Site Plan FS2018-07, as approved by the Planning Commission, prior to commencement of the cargo container storage use. Landscaping material shall be continuously maintained and replaced when dead.
- 4. Cargo containers and chassis may only be stored in the designated areas shown on Site Plan FS2018-07.
- 5. No other outside storage of equipment or materials shall be allowed on the property.
- 6. Any future phases or additional areas used for cargo container maintenance and repair uses shall not commence until a new, revised Site Plan is submitted and approved by the City for that phase, including photometric and landscaping plans.
- 7. The applicant and/or property owner, shall continue to work with LPKC, Inc., to dedicate a cross access easement to the parcels located south and east of this project currently owned by Harrold J. Curry, with said access transferable to future owners of the Curry property.
- 8. This Conditional Use Permit shall be valid for 10 (ten) years from date of approval by the City of Edgerton.

ATTACHMENTS

- Application CU 2018-01
- Future Land Use Map
- FS2018-07 Staff Report dated October 9, 2018

CITY OF EDGERTON, KANSAS

APPLICATION FOR CONDITIONAL USE PERMIT

Please print or type

LOCATION OR ADDRESS OF	SUBJECT PROPERTY: Dire	ectly East of 32	285 W. 191	st St.
EGAL DESCRIPTION: See	e attached.			
CONING ON SUBJECT PROP L-P & A-G (application on file f	ERTY:CURI for A-G to L-P)	RENT LAND USE: A	gricultural/\	/acant
ROPERTY OWNER'S NAME	_{(S):} _See attached.	F	PHONE:	
COMPANY:			FAX:	
MAILING ADDRESS:				
S	TREET Aaron J. Burks (representing	CITY NorthPoint	STATE	ZIP
APPLICANT/AGENT'S NAME(S):_ Development LLC)]	PHONE: 816-8	388-7052
NPD Managemer COMPANY:(represented by N	nt LLC or it's assignee IorthPoint Development LLC)		FAX: 816-	888-7399
MAILING ADDRESS: 4825	NW 41st St. Suite 50	0 Riverside	Мо	64150
	TREET	CITY	STATE	ZIP
NGINEER/ARCHITECT'S NAI	ME(S): Patrick Cassity		HONE: 816-8	00-0950
	e Infrastructure Consu	Ilting	FAX:_N/A	
MAILING ADDRESS: 5015	NW Canal St. Suite 10	00 Riverside	Мо	64150
S	TREET	CITY	STATE	ZIP
GIGNATURE OF OWNER OR A	AGENT:	Bush authorization of agent	must accompan	y this application

FOR OFFICE USE ONLY	
Case No.: CU-20 18 - 0 1	Amount of Fee Paid: 250.00 Date Fee Paid: 73018
Received By:	Date of Hearing:

CITY OF EDGERTON, KANSAS

CONDITIONAL USE PERMIT INSTRUCTIONS

CERTIFIED LETTERS: The applicant will be responsible for mailing notices (see attached form letter) of the public hearing for the requested conditional use permit by certified mail, return receipt requested to all owners of land within the notification area: two hundred (200) feet within the city limits; one thousand (1,000) feet in the unincorporated area of the subject property. These notices must be sent a minimum of twenty (20) days prior to the public hearing. Information regarding ownership of the land within the notification area can be obtained from the Johnson County Department of Records and Tax Administration or through a title insurance company (preferred method). A list of property owners within the notification area must be submitted with the application.

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

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

PROTEST PERIOD: After the conclusion of the public hearing, a fourteen (14) day protest period begins. During the protest period, property owners within the notification area of the subject property may file a petition indicating their protest to the requested conditional use permit in the office of the City Clerk. The submission of valid protest petitions from property owners of twenty (20) percent of the land within the notification area of the subject property within the allotted time will require a three-quarter (3/4) vote for approval by the Governing Body. Copies of protest petitions may be obtained in the office of the City Clerk.

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

CITY OF EDGERTON, KANSAS PROPERTY OWNER NOTIFICATION LETTER

Case No.: CU-____

Dear Sir or Madam:

This letter is to notify you that a public hearing will be held at the Edgerton City Hall, 404 E. Nelson St., Edgerton, Kansas, to consider a conditional use permit request for ______ on the following described tract of land:

Legal Description:

General Location:

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

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

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

Respectfully,

Applicant (or Owner or Agent)

ADDRESS:_

STREET

CITY

ZIP

STATE

PROPERTY OWNER NOTIFICATION AFFIDAVIT

global routes. local roots.

GERIOI

Case No.: RZ- ______

EVAN Fitts

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

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

These notices were mailed on the 23 rd day of 0 ctober, 20 18.

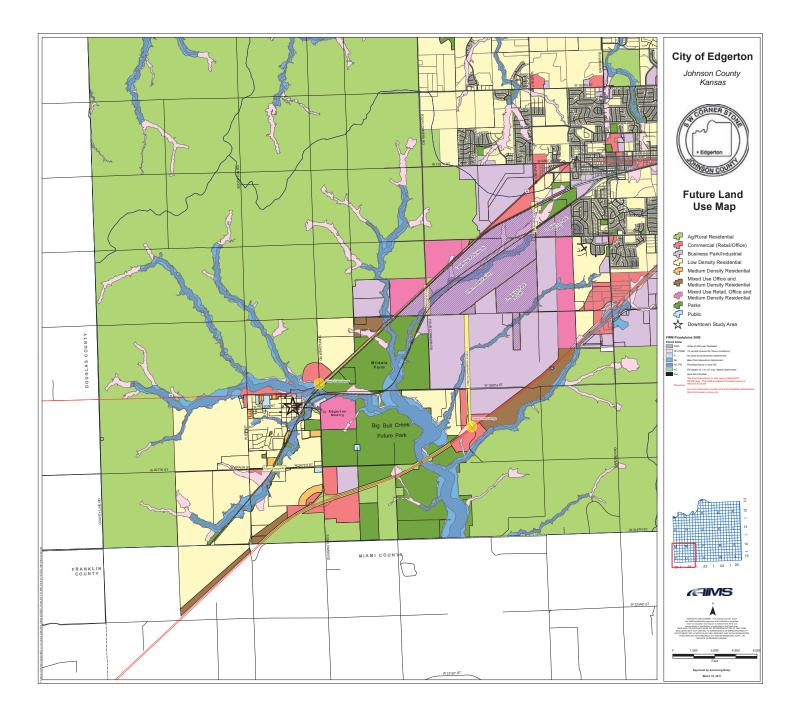
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this,

22Rd day of Uctober 2018

Notary Public 762020 (SEAL) My Commission Expires: Date

PHILECIA L. MARKOVICH Notary Public, Notary Seal State of Missouri Jackson County Commission # 16493224 My Commission Expires 07-26-2020





STAFF REPORT

October 9, 2018

- To: Edgerton Planning Commission
- Fr: Katy Crow, Development Services Director
- Re: **FS-2018-07** Final Site Plan for *LPKC Logistics Support Phase 1,* located along the south side of 191st Street, one-half mile west of Waverly Road.

APPLICATION INFORMATION

Applicant:	Aaron Burks representing NPD Management, LLC 4825 NW 41 st Street, Suite 500 Riverside, MO 64150
Property Owners:	BNSF Railway Company (BNSF) PO Box 961089 Fort Worth, TX 76131
	Edgerton Land Holding Company, LLC (ELHC LLC) 4825 NW 41 st Street, Suite 500 Riverside, MO 64150
	Logistics Park Kansas City, Inc. (LPKC, Inc.) 4825 NW 41 st Street, Suite 500 Riverside, MO 64150
	Michael A. and Pamela L. Gifford 13995 W. 157 th Street Olathe, KS 66062
Requested Action:	Final Site Plan approval for <i>LPKC – Logistics Support</i> <i>Phase I.</i>
Legal Description:	NW Quarter of Section 3, Township 15 South, Range 22 East; see attached application for complete legal description.
Site Address/Location:	Along the south side of 191 st Street, one-half mile west of Waverly Road; directly east of 32285 W. 191 st Street.

Existing Zoning and Land Uses:	L-P - (BNSF, ELHC LLC, LPKC, Inc. properties); A-G - (Gifford property – request for rezoning to L-P will be heard by City Council on September 13, 2018); Parcels are currently undeveloped.
Existing Improvements:	None.
Site Size:	Lot $1 - 31.315$ acres Tract $A - 0.997$ acres Tract $B - 1.177$ acres Tract $C - 1.015$ acres R/W - 1.773 acres Total - 36.277

PROJECT DESCRIPTION

Subject Property



FS2018-07 Final Site Plan – LPKC Logistics Support Phase I

The current request is for Final Site plan approval to construct a cargo container storage/maintenance facility and truck yard. The western storage lot would also contain a 17,000 SF office building, two (2) guard shacks for access control, and a fueling station. The BNSF intermodal facility is located about 1/2 mile to the northwest and the Logistics Park Kansas City (LPKC) industrial park surrounds this parcel. Demand for businesses to store and maintain cargo containers and chassis, such as the facility proposed here, is a by-product of the activity in and around the intermodal facility. LPKC's primary function is to transport and redistribute containers and the products they contain.

A Preliminary Site Plan was not required due to the nature of the project and the proposed operation. Tracts A, B, & C are to be utilized as part of the stormwater system. Building elevations submitted have been included. The Final Site Plan sheets include general information about the development including items such as overall layout, access (including sight distance considerations), circulation and landscape plans.

Cargo container storage facilities are considered a Conditional Use in LP Zoning Districts and as such operate are required to obtain a Conditional Use Permit. The applicants request for a Conditional Use Permit (CU2018-01) will be considered under separate review from this Site Plan application.

INFRASTRUCTURE AND SERVICES

- a. Access to the property and development will be from 191th Street via three (3) private drives.
- b. Utilities and service providers.
 - 1. Johnson County Rural Water District #7.
 - 2. Sanitary Sewer City of Edgerton.
 - 3. Storm Sewer City of Edgerton.
 - 4. Electrical Service Kansas City Power & Light.
 - 5. Gas Service Kansas Gas Service.
- c. Police is provided by the city of Edgerton through the Johnson County Sheriff's Office.
- d. Fire protection is provided by Johnson County Fire District #1.
- e. Located within the Bull Creek watershed.

STAFF ANALYSIS

Staff has reviewed the Final Site Plan submittal for compliance with Article 10, *Site Plans and Design Standards* and Section 5.2 *Logistics Park (L-P) District*. The combined details of that review are listed below.

Article 10

Section 10.1 - Site Plan requirements

- 1. Sheet C02 thru C08.
 - a) A site map with the following features:
 - i. Topography at reasonable intervals. *The proposed plan shows fill located in the floodplain. A City of Edgerton Flood Plain Permit and State permits are required. Submit copies of the approved permits to the City.*
 - b) A sketch of the entry sign, and all other free-standing, façade, and building signs to be used on the premises. *No signage was submitted with the application. Signage proposed later shall receive separate approval according to the*

provisions of the UDC. Applicant acknowledges.

Section 5.2 Logistics Park (L-P) District regulations DISTRICT REGULATIONS:

1. All operations other than limited storage of motorized machinery and equipment, materials, products or equipment, shall be conducted within a fully enclosed building. The L-P District regulations require that all activities shall be conducted within a totally enclosed building. Any outside activities or outside storage of materials within the L-P District should be screened and buffered, and external effects such as excessive noise or odor should not extend beyond the property lines. *Applicant plans include an outdoor fueling station. Additional screening is required for this activity. Applicant has submitted plans for 6' solid vinyl fencing to screen the fueling facility from view.*

BUILDING MATERIALS:

1. One hundred percent (100%) of the surface of each exterior wall (excluding doors and windows) facing a public street, residential use or public open space shall consist of materials including but not limited to stone, brick, glass block, tile, cast metal, cast cultured stone, concrete (tilt-up walls), glass or a combination of these materials. *The Submitted plans show the rear wall and one wall extending from the building on the west elevation as pre-finished metal panel system. These walls may be viewable from 196th Street and/or the public trail system. All surfaces on this building should be finished with the same material as the front of the building that faces 191st Street. Additionally, the entrance canopy is shown as a metal panel system. It should be screened with some sort of façade or surfacing that complies with the approved building materials listed above. Update Final Site Plan.*

FAÇADE GUIDELINES

 Screening of Rooftop Equipment. For buildings within the L-P District, all rooftop mounted mechanical, air conditioning, electrical, and satellite dish equipment shall not be visible. Rooftop equipment shall be screened from ground and street level view with parapets or other architectural design features constructed of the same materials used on the exterior walls. *Applicant has represented that this project will have no rooftop equipment.*

OFF-STREET LOADING STANDARDS

 Number of Loading Spaces Required. A use which receives or distributes material, supplies or merchandise by motor vehicle is required to provide spaces based upon the following requirement: (a) 0-9,999 square feet – None; (b) 10,000-100,000 square feet – 1 spaces; 50,000-100,000 – 2 spaces; and, 100,001+ - 1 additional space per 100,000 square feet. Based upon this standard the buildings need to provide the following number of loading spaces;

a. Office Building: 1 loading space. The Final Site Plan depicts no dedicated loading spaces for the office building. Update Final Site Plan.

2. <u>Temporary Outdoor Storage Regulations for Cargo Containers, Operational Trailers, and</u> <u>Tractors</u>. The L-P District requires that outdoor parking or storage spaces for cargo containers, operational trailers and tractors must be screened from view by either a masonry wall of a type and style complementary to the primary materials of the building, wrought iron, decorative metal, living plant material or a combination of these. The height of the screening must be sufficient to block view of the equipment or vehicles from a public right-of-way. Where a masonry wall is used to satisfy this requirement, foundation planting must be provided on the exterior face of the wall. These spaces must be clearly demarcated solely for tractor and trailer storage.

The north end of the site contains cargo container storage and fronts along the 191st Street right-of-way. It is anticipated significant activity will occur in the trailer storage lot areas and storage in these areas will be ongoing. Applicant has included a Type 4 Landscape Buffer in this area which will provide appropriate buffering and screening.

LANDSCAPE STANDARDS:

- 1. <u>Right-of-way Buffer Width Requirements</u>. *ROW buffer requirements for a 2 lane or 4 lane undivided road includes 1 tree per 50 LF of ROW within a 10-foot buffer width. Lot 1 abuts 191st Street right-of-way along the northern property line.*
- 2. <u>Perimeter Landscape Buffer Requirements</u>. *The perimeter landscape requirements are* based upon the use of the adjacent property. The Final Site Plan under consideration is adjacent to road right-of way, L-P (Logistic Park) land uses and other rural/residential zoning and uses. Given the nature of the proposed use, operations on the site will result in the outdoor storage of tractor trailers, refrigeration trailers and shipping containers.
- 3. <u>Buffer Composition Requirements</u>. *Deciduous trees and/or evergreen trees shall be a minimum of 2.5" caliper and 12' in height at installation. Bushes shall be a minimum 24" high and planted on centers a maximum of 48" apart. All plant material needs to comply with these minimum requirements. No single species of tree or plant material shall comprise more than 30% of the cumulative total of plantings on a site.*

Proposed landscape buffer submitted exceeds these requirements. Final Site Plan complies.

4. <u>Dumpster screening</u>. *Trash enclosures and their required screening are not shown. Plans shall be updated to satisfy the dumpster screening requirements in Article 5.2 K 8. Applicant acknowledges.*

DIESEL EMISSION REQUIREMENTS:

The following diesel emission requirements shall apply:

- 1. Except for loading and unloading operations, heavy duty diesel vehicles with a gross vehicle weight of over 14,001 pounds shall be restricted from idling on-site for no more than 5 minutes in any 60-minute period. For loading and unloading operations, idling shall be restricted to no more than 30 minutes in any 60-minute period.
- 2. One electrical hook-up shall be provided for "trucker plug-ins" equal to a minimum of one-third (1/3) of the total number of truck bays at the facility to eliminate excessive idling by heavy duty diesel vehicles with a gross vehicle weight of over 14,001 pounds. Approval to use alternative technologies to eliminate excessive idling may be requested but shall not be approved unless the applicant demonstrates that they are at least as effective as electrical hook-ups. Hook-ups must be indicated on site plan.

- 3. Signs shall be posted by owner(s) of the facility at each vehicle entrance to the facility notifying drivers of heavy duty diesel vehicles with a gross vehicle weight of over 14,001 pounds to turn off engines when not in use.
- 4. The operation and idling of heavy duty diesel vehicles with a gross vehicle weight of over 14,001 pounds, including circulation, shall be restricted within 300 feet of any property zoned for or committed to residential use, or the owner/developer shall provide alternative measures including the possible installation of a wall or other mitigating measures to assure buffering of residences from heavy-duty truck operations, unless the owners of property located adjacent to said heavy duty diesel truck operations consent and agree, in writing to:
 - a. Allow the location of heavy-duty diesel truck operations within 300 feet of their property zoned for and committed to residential use, and
 - b. Restrict areas of their property located within 300 feet of adjacent trucking operations to only non-residential uses;
- 5. Warehouse managers and employees shall be trained by the employer(s) or operator(s) of the facility to use efficient scheduling and load management to eliminate unnecessary operation, queuing, or idling of heavy duty diesel vehicles with a gross vehicle weight of over 14,001 pounds.
- 6. Warehouse managers and employees shall be provided by the employer(s) or operator(s) of the facility with information about the possible effects of diesel emissions on their own health and the importance of being a good neighbor by minimizing idling and avoiding other potentially adverse impacts on adjacent or nearby residences;
- 7. On-site services shall be made available to vehicle drivers to reduce idling. These services may include restroom facilities, seating for drivers waiting for their cargo to be loaded or unloaded, and/or food/beverage vending machines.
- 8. Any motorized equipment used within the proposed development should utilize clean technology propulsion and/or alternative fuels such as biodiesel, electricity, or propane;
- 9. If fuel dispensing facilities are provided on-site, alternative clean fuels such as (but not limited to) bio-diesel blended fuel should be provided at these dispensing facilities.

OTHER COMMENTS

- 1. A storm water study has not been submitted.
- 2. A SWPPP plan has been submitted and is currently under review by the City Engineer.
- 3. Applicant has indicated they will not seek additional access to 191st Street.
- 4. All edges of paved surfaces for this project are to be treated with curb and gutter in compliance with APWA recommended standards.

RECOMMENDATION

City staff recommends **approval** of proposed FS2018-07 Final Site Plan for *LPKC Logistics Support Phase I*, with the following stipulations:

- 1. The Final Site Plan must be approved prior to commencement of uses and the property must be developed in accordance with the approved Final Site Plan, Landscaping Plan, and Photometric Plan as required by City approval of the submitted Final Site Plan, as amended by these stipulations, and approved by the City.
- 2. All Final Site Plan requirements of the City listed above shall be met or addressed as part of the plan set submitted for construction permits as identified above.

- 3. No signage is proposed with this application. Signage proposed later shall receive separate approval according to the provisions of the UDC.
- 4. All construction plans for any public infrastructure shall be prepared to City standards and approved by the City.
- 5. A stormwater study must be submitted and all staff comments will be addressed to the satisfaction of the City Engineer.
- 6. All comments from the City Engineer related to the SWPPP submission must be addressed to the full satisfaction of the City Engineer.
- 7. An Edgerton Flood Plain Permit must be obtained prior to work commencing on the project.
- 8. A Land Disturbance Permit is required, and plans must be submitted prior to permit issuance. All staff comments regarding land disturbance will be addressed to the satisfaction of the City Engineer.
- 9. The City will not require at time of site plan approval the construction of sidewalks along 191st Street adjacent to the subject property. Prior to obtaining a building permit, the property owner will execute the necessary agreement to waive and relinquish any right he/she may have under K.S.A. 12-6a06 to protest the formation of a benefit district to pay for the construction of the sidewalk improvements adjacent to the above described property for a period of thirty (30) years, and that such agreement is intended to be a covenant running with the land for said period of time.
- 10. The above recommendations are stipulated as a part of granted approval and are incorporated into the Final Site Plan document set.
- 11. The Final Site Plan is contingent upon the approval of Conditional Use Application CU2018-01 which will be heard at the November 13, 2018 Planning Commission Meeting.

ATTACHMENTS

- Application FS2018-07
- Final Site Plan, *LPKC Logistics Support*
- Building Elevations

🖉 🗾 global routes. local roots. 🔤 📃	(Fee: \$200 Plus \$10 Per Acre)
PRELIMINARY SITE PLAN STE PLAN STE PLAN	
NAME OF PROPOSED SUBDIVISION: Logistics Park Kansas City	-Logistics Support Phase I
LOCATION OR ADDRESS OF SUBJECT PROPERTY: Directly East of	
LEGAL DESCRIPTION: See attached Sheet	
CURRENT ZONING ON SUBJECT PROPERTY:	_ CURRENT LAND USE: Agricultural/Vacant
	1 AVG. LOT SIZE: <u>1,580,216</u> Sq. Ft.
DEVELOPER'S NAME(S): Aaron Burks (representing the developer)	_ PHONE: 816-888-7052
COMPANY:NorthPoint Development LLC)	_ FAX:816-888-7399
MAILING ADDRESS:4825 NW 41st. St. Suite 500, Riverside	MO 64150
Street City	State Zip
PROPERTY OWNER'S NAME(S):	_ PHONE:
COMPANY:	_ FAX:
MAILING ADDRESS:	
Street City	State Zip
ENGINEER'S NAME(S):Patrick Cassity	_ PHONE: 816-800-0950
COMPANY:Renaissance Infrastructure Consulting	_ FAX: _ N/A
MAILING ADDRESS: 5015 NW Canal St. Suite 100 Riverside	MO 64150
Street City	State Zip
SIGNATURE OF OWNER OR AGENT:	h
If not signed by owner, authorization	on of agent must accompany this application.

Site Plan Application

NOTE: Ten (10) copies of the proposed preliminary plat must accompany this application for staff review. One (1) reduced copy (8 ½ x 11) must also be submitted with the application.

FOR OFFICE USE ONLY		
Case No.: \$ ES 2018-01 Amount of Fee Paid:\$ 5160,000 Received By: Heree	_ Date Fee Paid: 30	18
Received By: Alleule	_ Date of Hearing:	

SITE PLAN INSTRUCTIONS

SUBMITTAL DEADLINE: The applicant shall submit an application at least thirty (30) working days prior to a scheduled meeting.

NOTICE REQUIREMENTS: The City shall publish notice of the public hearing at least twenty (20) days prior to the hearing in the official City newspaper. The City shall make one copy available for public inspection at least fourteen (14) days in advance of the public hearing.

DESIGN STANDARDS: Applicants within the Logistics Park (L-P) District should abide by the district regulations and design standards set forth in Section 5.2 of the Edgerton Unified Development Code. These regulations and design standards include, but are not limited to, building placement, architectural design standards, parking and loading, access management, photometrics, landscaping, signage and diesel emissions.

PLANNING COMMISSION REVIEW: The Edgerton Planning Commission meets in the City Hall on the second Tuesday of every month. The Planning Commission shall review the site plan to determine conformity with the design guidelines and other requirements included within the Edgerton Uniform Development Code.

APPROVAL LIMITATIONS: If the Final Site Plan is in conformance with an Approved Preliminary Site Plan, notice and publication of Planning Commission or City Council meetings is not required.

CHECKLIST

The following items shall be included on the site plan. All (FINAL) Site Plans must be submitted on superior quality paper in a 24 x 36 inches format (or a format specified by the Zoning Administrator). The scale shall be a professionally acceptable standard suitable to the area of the proposed project.

Front or Cover Sheet

A scale, vicinity map showing the relationship of the site to surrounding neighborhoods, roads and other physical features.

□ A project title, zoning designation and project sponsor.

BDGERTON[™] global routes. local roots.

- □ A street, lot or tract address of the project.
- □ An index to contents and a data table which includes:
 - □ Acreage of the site and number of units per acre (if applicable)
 - □ Gross square feet of the building(s) area
 - □ Proposed use of each building
 - □ Number of employees and the BOCA or Uniform Building Code or NEPA 101 Life Safety Code Occupancy Design Load
 - □ Total number of parking places
- □ Name of the architect, engineer, surveyor or draftsman.
- □ Following certificates and signature blocks:

CERTIFICATE:

Received and placed on record this _____ day of _____, 20___ by

(Zoning Administrator).

Approved by the Edgerton City Planning Commission this _____ day of _____ , 20____ by

(Chair of Planning Commission).

I certify that I have reviewed this SITE PLAN and will comply with all specifications, changes, and amendments herein, and that this instrument creates a legally enforceable obligation to build and develop in accordance with all final agreements.

Applicant signature _____ Date _____



Sheet #2

- □ A landscape plan drawn to scale, showing the site, building location, planting and seeding schedules, refuse and outdoor storage screening and boundary screening. All landscape features shall be shown in relation to sidewalks, paths, lawns, parking areas and drives.
- □ A table entitled "Planting Schedule" which lists the common name, size and condition of all planting materials, together with a timetable for planting.

Sheet #3

- □ A site map with the following features:
 - Topography at reasonable intervals
 - □ Exterior lot lines with any survey pins

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- □ Location of buildings
- □ Parking areas, paths, walks with sizes and surfaces material specifications
- Exterior lighting specifications
- □ Site entrance and connections to streets
- □ Location of easements
- □ Connection point for utilities
- □ A sketch of the entry sign, and all other free-standing, façade, and building signs to be used on the premises
- □ Features to facilitate handicapped access
- Profile and detail for roads (if required)

Sheet #4

- □ Scale drawing of building floor plans
- □ Dimensions and use of rooms and areas
- Dimensions of entrances/exits and corridors
- □ Interior specifications for handicapped accessibility as required by ANSI 117.1 and this ordinance

Sheet #5 (if requested)

- □ Scale drawings of all building elevations
- □ Roof pitch and materials
- □ Siding type and materials, including facie

ADDITIONAL REQUIREMENTS: Depending upon circumstances (especially buildings used for assembly), the Planning Commission may require additional sheets for mechanical and electrical and building materials specifications. The Planning Commission may also require additional information for hazardous material or other environmental impacts.



FS 2018-010

Payment Confirmation	
Payer Information:	
Payment Made By:	Aaron Burks
Payment Made For:	NorthPoint Development
Email:	aburks@northpointkc.com
Address:	4825 NW 41st ST STE 500 Riverside, MO 64150
Payment Description:	Building Permit
Payment Date:	7/30/2018 3:39:20 PM

Auto-Pay Save time and pay your bill automatically. >> Sign up now

Business Name	Payment Method	Payment Account	Confirmation Number	Amount
City of Edgerton, KS (Misc. Payments)	VISA	****6766	76302656	\$10.00

This notice confirms that the above payment was successfully submitted to our payment processor, PSN, and is currently being processed. Thank you for using PSN.

NOTE: While credit and debit cards generally are immediately approved, the transaction is not considered "paid" until the credit or debit card company has "settled" the payment which occurs most often within 24 hours. If there are any issues with your payment, PSN will send an email to the address you provided. To check on the progress of your payment, you can log into your profile. Thanks for using PSN.

Contact Us

PSN Customer Support Submit your question and get a response within one business day.

Payment Processing Powered by Payment Service Network (PSN)

THIS COMMUNICATION IS INTENDED ONLY FOR THE ADDRESSEE(S) AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL. YOU ARE HEREBY NOTIFIED THAT, IF YOU ARE NOT AN INTENDED RECIPIENT LISTED ABOVE, OR AN AUTHORIZED EMPLOYEE, OR AGENT OF AN ADDRESSEE OF THIS COMMUNICATION RESPONSIBLE FOR DELIVERING E-MAIL MESSAGES TO AN INTENDED RECIPIENT, ANY DISSEMINATION, DISTRIBUTION, OR REPRODUCTION OF THIS COMMUNICATION (INCLUDING ANY ATTACHMENTS HERETO) IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY A REPLY E-MAIL ADDRESSED TO THE SENDER AND PERMANENTLY DELETE THE ORIGINAL E-MAIL COMMUNICATION AND ANY ATTACHMENTS FROM ALL STORAGE DEVICES WITHOUT MAKING OR OTHERWISE RETAINING A COPY.

Final Site Plan LOGISTICS PARK KANSAS CITY-LOGISTICS SUPPORT

191st and Kill Creek Road Edgerton, Johnson County, KS

DESCRIPTION

A replat of Tract B, LOGISTICS PARK KANSAS CITY PHASE IV, SECOND PLAT, a platted subdivisio together with part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, all in the City of Edgethor, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest comer of said Northwest Quarter; thence North 88'09'02' East, along the North 88'09'02' East, and northwest Quarter; thence North 88'09'02' East, along the Northwest Quarter; thence South '12'8' 84' east 20'02' Northwest Quarter; the Northwest Quarter; thence South '12'9' Fast, along the West in et said East Hait, a diatance of 1,678 20 feet to the Southeast comer of said Tract B, said point also being on the North Ine of Tract A, of said LOGISTCP APRK KNARSA CTU PYARSE IV, SECOM PLAT, thence South 88'12'' West, along said North line, a distance of 543.38 feet to a point 768.4 feet east of the West line of said Northeast Quarter; thence North 01°31'08" West, parallel with said West line, a distance of 749.19 feet thence South 88°09'02" West, parallel with the North line of said Northeast Quarter, a distance of 388.40 feet: thence North 72°27'03" West a distance of 370.32 feet to a point 30.00 feet east of the West line of said Northeast Quarter; therce North 01°31'08" West, parallel with said West line, a distance of 802.00 feet to the Point of Beginning, containing 1,575,974 square feet, or 36.179 acres, more or less.



SECTION 3-15-22 Scale 1" = 1000'

INDEX OF SHEETS Title Sheet Existing Condition General Layout Grading Plan Landscape Plan Landscape Plan C01 C02 C03 C04 L01 L02

SITE DATA TABLE	
Existing Zoning: Proposed Zoning: Site Acreage:	A-G and L-P (Application currently in for L-P Rezoning) L-P 36.17 Acres
Building Area: Proposed Building Use: Total Number of Proposed Stalls: Employee Parking: Total Number ADA Stalls: Number of Employees: BOCA Building Code[5056](eesx): Building Code[5055](eesx): Building Coderage [17:001/355.66);	17,000 SF Industrial and Office 48 Stalls 48 Stalls 2 Stalls 30 1.13 1.08%

PROJECT BENCHMARK

Johnson County Vertical Control Benchmark BM 1021. Elev.=998.68 NAVD 88

Note: Screening of added site items and site signage will be the responsibility of the

Overhead door positions to be used as loading spaces when necessary.

Project Sponsor

Northpoint Development, LLC 4825 NW 41st Street, Suite 500 Riverside, Missouri 64150

Project Engineer

Renaissance Infrastructure Consulting, LLC 5015 NW Canal St. Suite 100 Riverside, Missouri 64150

ELECTRIC

GAS

WATER

534 West Main

Gardner, Kansas

Phone: 913.856.7173

P O Box 7

Kansas City Power & Light

Phone: 816 471 5275

Kansas Gas Service

11401 West 89th Street

Overland Park, Kansas

Johnson Rural Water District 7

Phone: 913.599.8981

UTILITIES

SANITARY

City of Edgertor

404 Fast Nelson

P.O. Box 255

TELEPHONE

Century Link Phone: 800.788.3500

Century Link

Phone: 800 788 3500

CABLE

Edgerton, Kansas

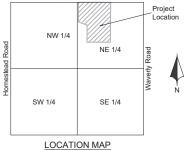
Phone: 913.893.6231

Riverside, Missouri 64150

Riverside, Missouri 64150 Project Surveyor Renaissance Infrastructure Consulting, LLC 5015 NW Canal St. Suite 100

Project Architect

Studio North Architecture 4825 NW 41st Street, Suite 500





Received and placed on record this _____ day of _____ _, 20 __ by

Katy Crow, Zoning Administrator

Approved by the Edgerton City Planning Commission this _____ day of ,20 by

John E. Daley, Chair of the Planning Commission

Permission for parking to encroach within setback lines is __ is not__ granted according to my marked notations: _____ Zoning Admin. _____ date Zoning Admin.

I certify that I have reviewed this SITE PLAN and will comply with all specifications, changes, and amendments herein, and that this instrument creates a legally enforceable obligation to build and develop in accordance with all final agreements.

Date

Applicant Signature Nathaniel Hagedorn, Manager Northpoint Development, LLC

FLOOD PLAIN NOTE

According to the FEMA Flood Insurance Rate Map Number 20091C0134G, revised August 3, 2009, portions of this tract lein: C1VERA REAS, ZONE & definited an area determined to be outside the 0.2% annual chance floodplain, OTHER FLOOD AREAS, ZONE X (Future Base Flood), defined areas of 1% annual chance food based on future conditions hydrolgy, and ZONE AE; Special Flood Heard areas subject to inundation by the 1% annual chance flood base flood Evaluation determined.



Sheet C01

Final Site Plan 18-0221 Project Yard

Sheet

Litle



LEGEND

Proposed Right-of-Way

Proposed Property Line

Proposed Lot Line

Proposed Easement

Proposed Sidewalk

A

WATER

•

Proposed Curb & Gutter

Proposed Storm Sewer

Proposed Storm Structure

Proposed Fire Hydrant

Proposed Sanitary Sewer

Proposed Contour Major

Proposed Contour Minor

Proposed Sanitary Manhole

Proposed Waterline

----- Existing Section Line

- w/. - Existing Waterline

- GAS - Existing Gas Main

0

- SAN - Existing Sanitary Sewe

------ Existing Contour Minor

----- Existing Right-of-Way Line

Existing Lot Line

Existing Easement Line

Existing Curb & Gutter

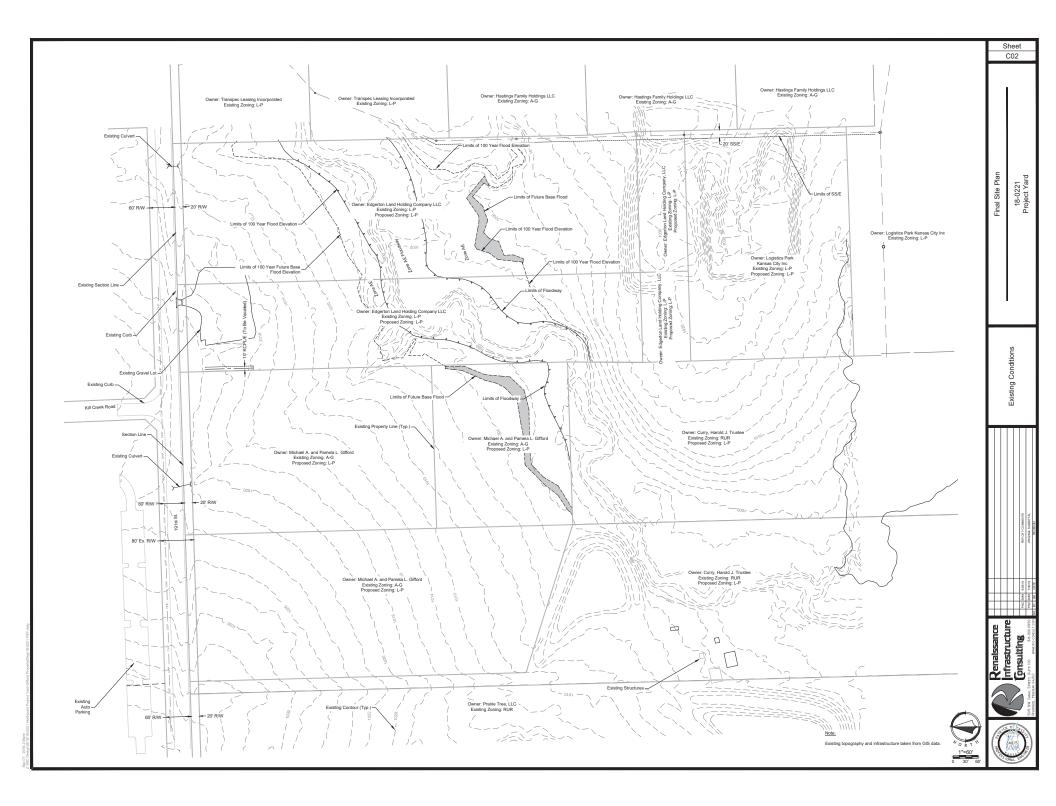
Existing Sidewalk

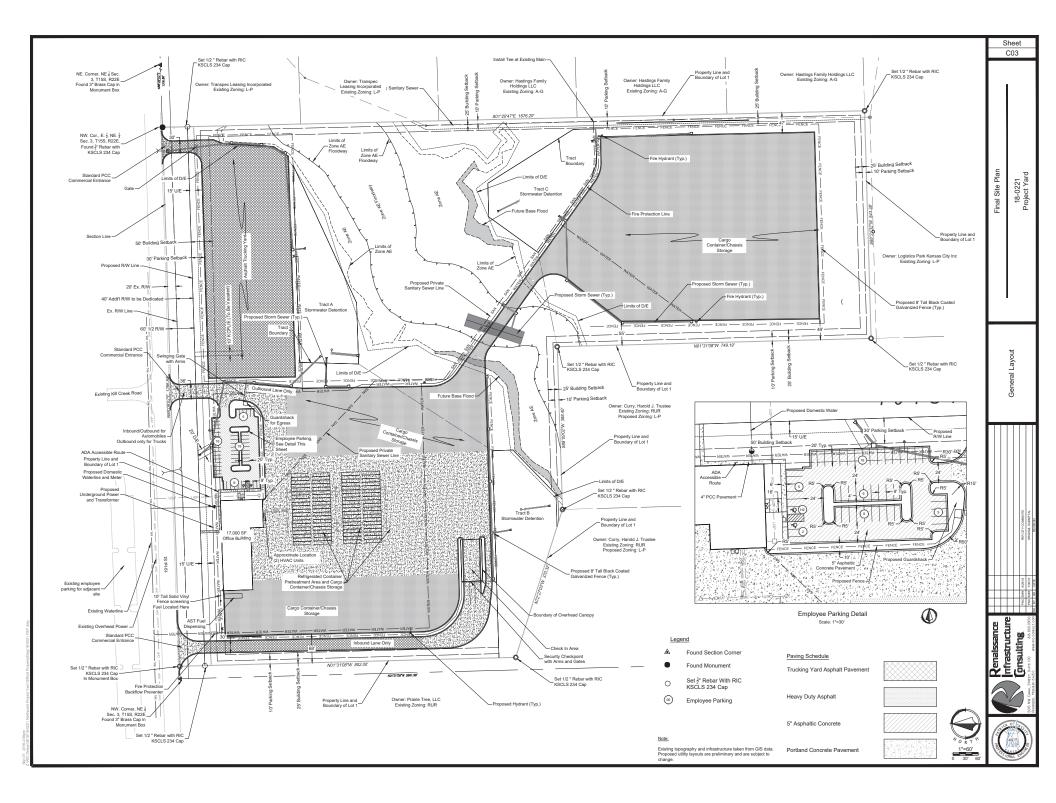
Existing Storm Sewer

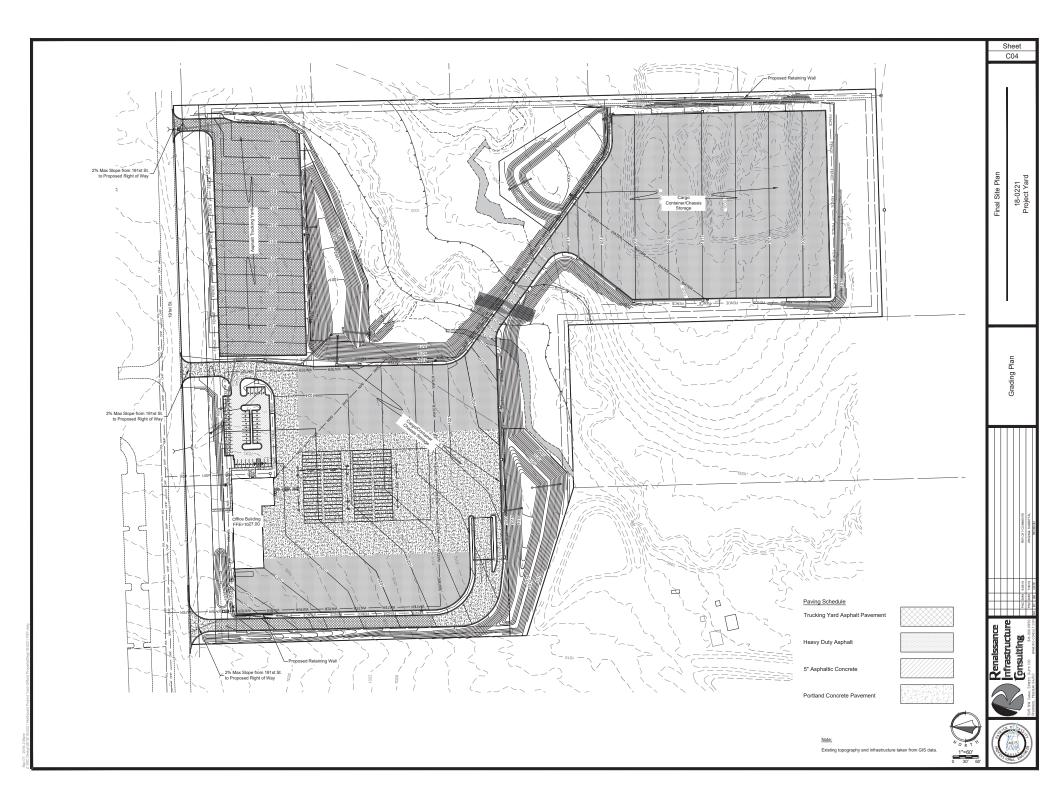
Existing Storm Structure

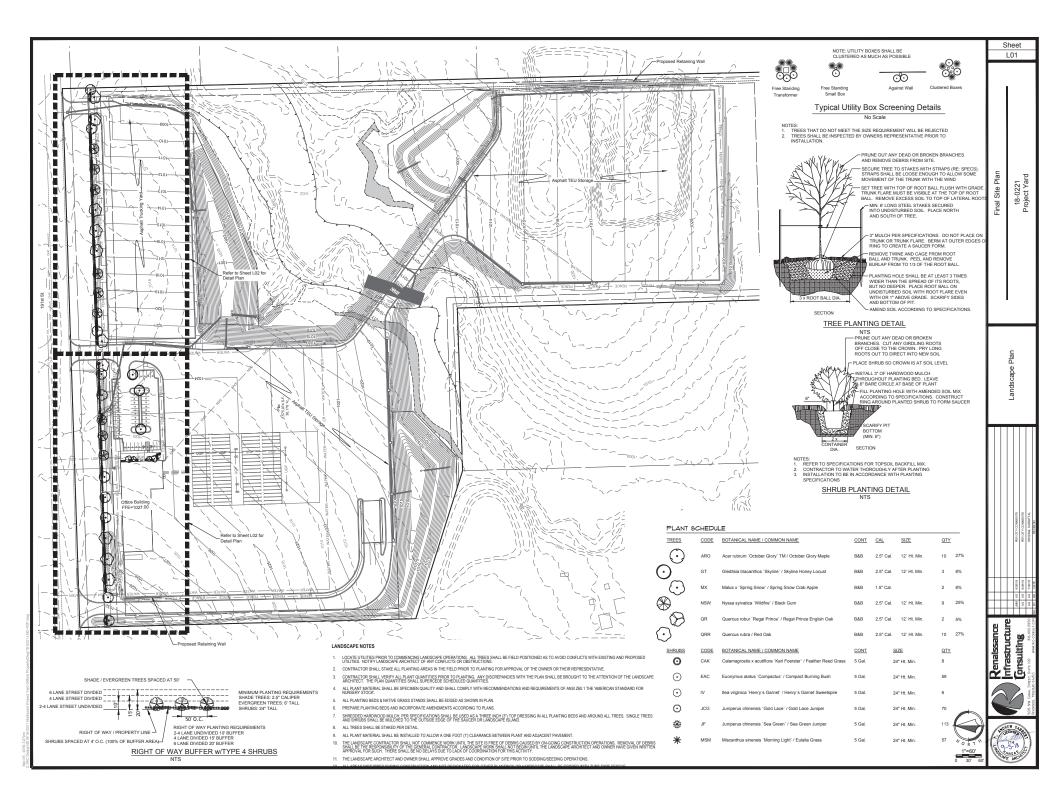
Existing Sanitary Manhole

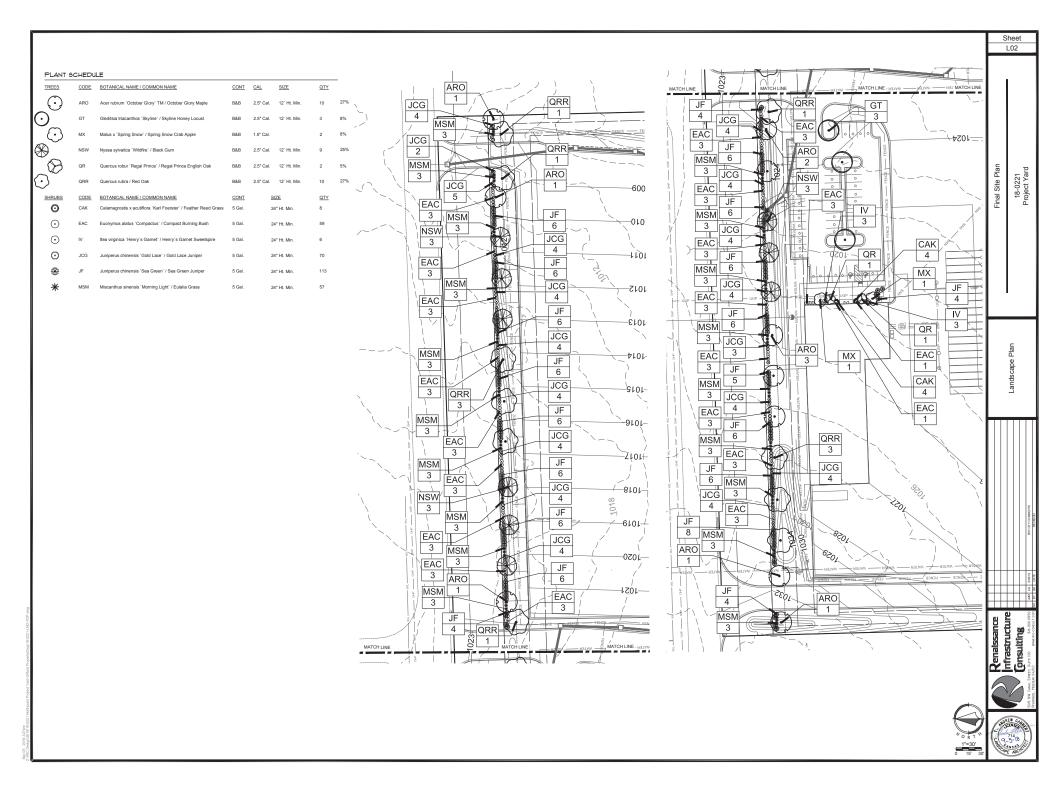
Existing Contour Major

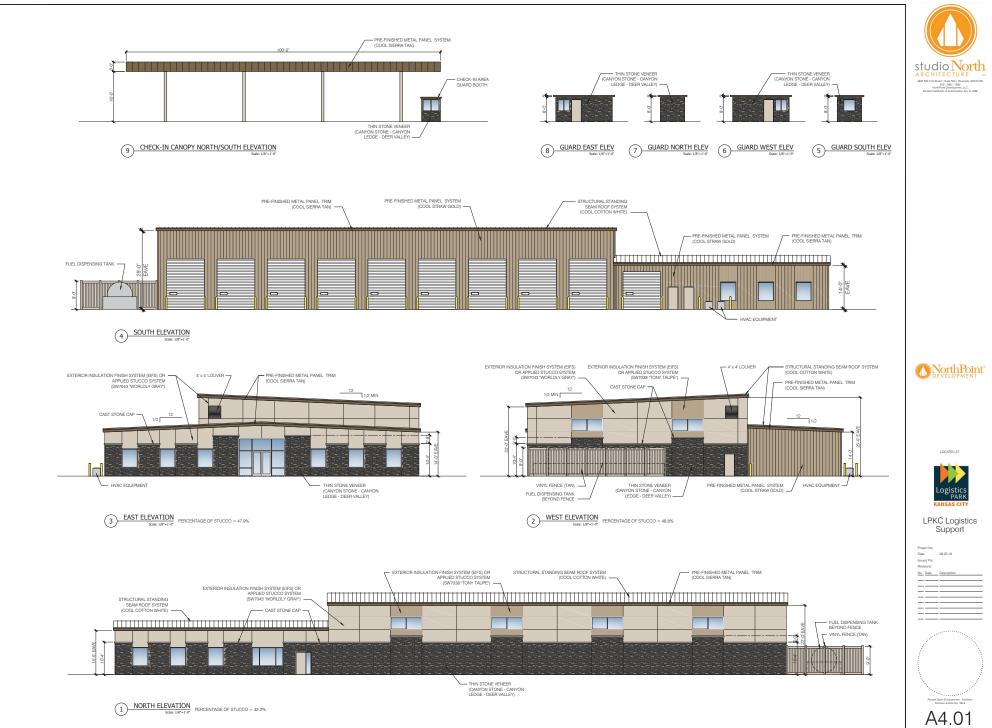




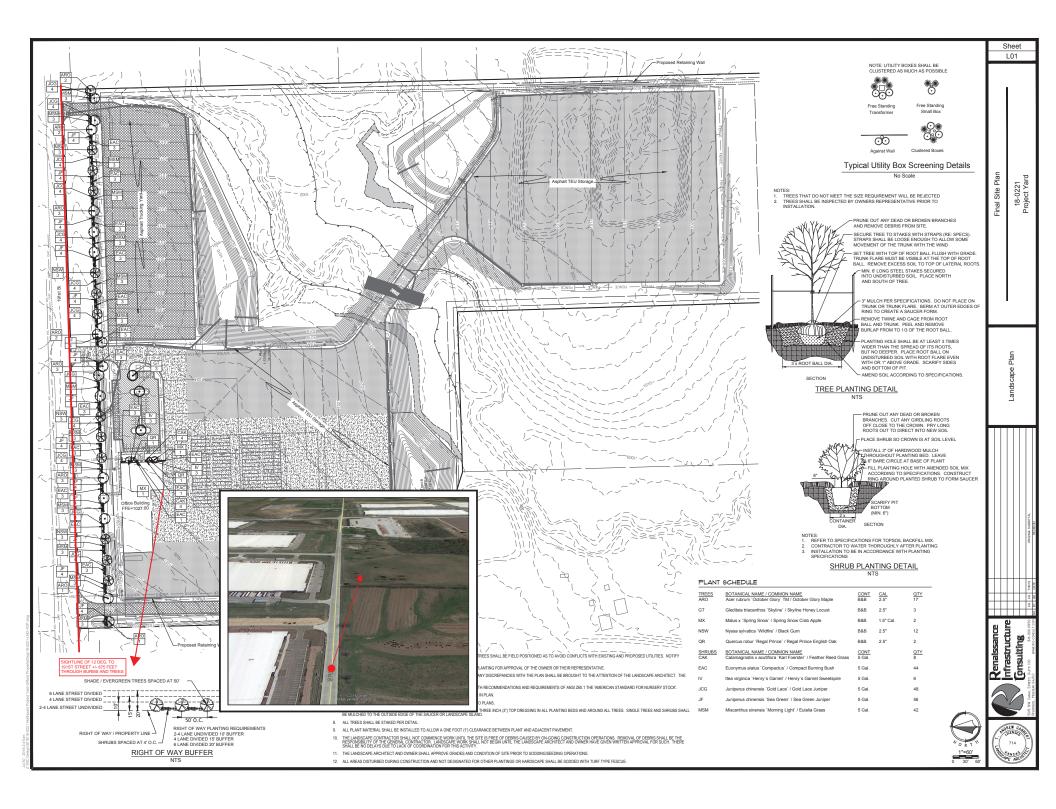








BUILDING ELEVATIONS



EDGERTON CITY HALL PLANNING COMMISSION MEETING REGULAR SESSION November 13, 2018

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

All present participated in the Pledge of Allegiance.

The Roll Call was answered, indicating those present were: Chair John Daley and Commissioners Tim Berger, Jeremy Little, and Charlie Crooks. Absent was Commissioner Andrew Merriman. Also present were: Mayor Donald Roberts, City Administrator Beth Linn, Development Services Director Katy Crow, and Recording Officer Debra Gragg.

The Recording Officer announced a quorum was present.

PUBLIC HEARING - CONDITIONAL USE PERMIT, CU2018-01, LPKC LOGISTICS SUPPORT

A public hearing in regard to conditional use permit application, CU2018-01, pertaining to the consideration of a Conditional Use Permit for cargo container storage/maintenance facility and truck yard located along the south side of 191st Street, one-half mile west of Waverly Road; directly east of 32285 W. 191st Street, consisting of one (1) lot, and containing 36.27 acres, more or less, was considered. Applicant: NPD Management, LLC, Aaron Burkes representative.

Katy Crow, Development Services Director, reminded the Commissioners that the final plat and Final Site Plan (FS2018-07) were considered and approved at the October 2018 meeting. She noted the applicant desires to use the property for cargo container storage, maintenance facility, and truck yard purposes. Ms. Crow indicated these uses are allowed in the Logistics Park zoning but requires a conditional use permit to operate the facility under the approved Final Site Plan. She further noted the western storage lot would contain a 17,000 square-foot office building, guard shack for access control, canopied area for truck arrivals with guard enclosure, and fueling station. She indicated the BNSF intermodal facility is located approximately ½ mile to the northwest of this location and the Logistics Park Kansas City industrial park surrounds this parcel.

Ms. Crow stated the request from the applicant is for approval of the conditional use for a period of ten (10) years, as has been for similar projects. She also noted that consideration of this request be based similarly as a rezoning, in that the compliance with the Unified Development Code and with respect to general criteria under the "Golden Criteria." Ms. Crow compared the project request with the general criteria, which noted staff determinations rating from positive to neutral. In addition, Ms. Crow indicated that all cargo container storage and cargo container repair and maintenance facilities are subject to performance provisions of 7.2(d) of Article 7 of the Unified Development Code. She noted in respect to access, exterior lighting, minimum lot size, the application complies. She noted the noise issues were not addressed in the proposal, however indicated the use must continuously comply with the noise maximums in the conduct of business. Ms. Crow also indicated that in regard to the paving performance, all surfaces included in FS2018-07 must be asphalt or concrete and lined with concrete curb and gutter in compliance with American Public Works Association (APWA) recommended standards. In regard to parking, it was noted the proposed use shall continuously comply with parking requirements. She noted cargo container stacking, as well as chassis stacking/racking must continually comply and not exceed the maximum stacking number, and additionally, FS2018-07, indicates specific areas where cargo containers will be stacked, and may not be stored outside of approved areas indicated on the aforementioned Final Site Plan. Screening and landscaping plans were submitted with FS2018-07 which complies, adding the proposed use shall continuously comply with the landscaping

Edgerton Planning Commission Regular Session November 13, 2018 Page 2

requirements. Setbacks and Separation distance was reviewed and noted the Final Site Plan complies with both abutting, touching or across the street from non-residentially zoned property, as well as abutting, touching public right-of-way, then parking or storage shall be setback a distance equal to the height of the cargo container or semi-trailer and chassis, adding the Final Site Plan complies with both and the proposed use shall continuously comply with the setback requirements. It was also noted this property does not abut, touch, or is located across from residential-zoned property or habitable property, adding this requirement is not applicable. Ms. Crow noted no signage is proposed with this request, and indicated that if proposed later, it will be reviewed and approved according to provisions of the UDC. The Commissioners were informed the Final Site Plan, FS2018-07, shall be revised to comply with all stipulations as required though the approval of the Planning Commission and as part of the Conditional Use Permit review. She also noted the proposed use must continually comply with other rules and regulations that would be applicable to this permit. She noted staff is favorable with the recommendation of approval with several stipulations.

Chair Daily opened the public hearing.

No one appeared in support or opposition.

Motion by Berger, seconded by Crooks, to close the hearing. The motion to close the hearing was approved, 4-0.

Aaron Burkes, NPD Management, LLC, appeared. He indicated that at the Logistics Park Kansas City grows, the need to provide the area with parking operations to include trucks, containers, refrigerated units for both short and long terms will continue. He also spoke about the property's flood plain and how the requested use fits in with this area. He indicated the request is for ten years.

Commissioner Daley asked about areas in violation in the future – how can this be addressed. Staff noted that the City could take actions to revoke the conditional use permit, if not resolved.

Motion by Berger, seconded by Little, to recommend approval of the conditional use permit for transportation storage and trucking yard with the following stipulations: 1.) The Conditional Use Permit CU2018-01 approval shall be transferable, but it must stay with the ownership of these parcels for which its use is approved (Final Plat 2018-05); 2.) The property owner shall continuously comply with all performance criteria in Article 7 pertaining to Cargo Container Storage Facilities and Cargo Repair and Maintenance Facilities, including, but not limited to, noise maximums and cargo container and chassis stacking height requirements. The applicant shall comply with height requirements by limiting cargo container stacking to not exceed the maximum of 5 (five) cargo containers. This condition shall be continually met for the duration of the conditional use permit; 3.) The property shall be developed in accordance with the Site Plan FS2018-07, as approved by the Planning Commission, prior to commencement of the cargo container storage use. Landscaping material shall be continuously maintained and replaced when dead; 4.) Cargo containers and chassis may only be stored in the designated areas shown on Site Plan FS2018-07; 5.) No other outside storage of equipment or materials shall be allowed on the property; 6.) Any future phases or additional areas used for cargo container maintenance and repair uses shall not commence until a new, revised Site Plan is submitted and approved by the City for that phase, including photometric and landscaping plans; 7.) The applicant and/or property owner, shall continue to work with LPKC, Inc., to dedicate a cross access easement to the parcels located south and east of this project currently owned by Harrold J. Curry, with said access transferable to future owners of the Curry property; and 8.) This Conditional Use Permit shall be valid for 10 (ten) years from date of approval by the City of Edgerton. The motion was approved, 4-0.



404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG



City Council Action Item

Council Meeting Date: December 13, 2018

Department: Utilities

Agenda Item: Consider Logistics Park Kansas City (LPKC) Phase II Sanitary Sewer Master Plan

Background/Description of Item:

In January 2018, the Edgerton City Council approved a Development Agreement with Edgerton Land Holding Company (ELHC) for the development of Phase II of Logistics Park Kansas City (LPKC) located south of Interstate 35. Similar to LPKC Phase I, this Agreement established a new Public Infrastructure Fund (Ph II PIF) with for the collection of certain revenues associated with the development and payment of project expenditures as allowed by the Agreement.

The Development Agreement includes Exhibit D which describes Public Infrastructure Improvements and Costs that are allowed project expenses to be paid from Ph II PIF. Sanitary Sewer Improvements are included as allowable project expense in LPKC Phase II.

City staff requested that Edgerton Land Holding Company (ELHC) prepare a Sewer Master Plan to consider how sanitary sewer service can be provided to LPKC Phase II. Please find enclosed the draft Sewer Master Plan map as developed by ELHC and reviewed by city staff.

The map is divided into three Drainage Areas (shown in green, red and blue). Staff would recommend the Governing Body focus its review on Drainage Area 1 as it most time-sensitive to provide sanitary sewer to the new Kubota North American Distribution Center currently under construction. Drainage Areas 2 and 3 were provided for illustrative purposes. However, the actual infrastructure is very dependent on future development in that area.

Staff and City Engineer have reviewed the proposed public infrastructure for Drainage Area 1, shown in green on the attached exhibit. By using the drainage area approach, the recommendation is to install a new lift station (Big Bull Creek Lift Station) at the low point in the area just south and west of Homestead Lane just south of I35. The proposed lift station consists of an 8' diameter wetwell, a valve vault and a meter vault. It is accessed by a 16' wide asphalt access drive and the lift station is enclosed with a 6' vinyl fence. The lift station pumps to the BBCWWTF via an 8" force main. A parallel 8" force main is also being installed for use by a future lift station.

From the lift station, the plan includes the construction of South I-35 Gravity Sewer. The gravity sewer consists of 774 LF of 21" and 790 LF of 10" sanitary sewer pipe. It will receive flow from the two Kubota buildings as well as future areas to the east.

This infrastructure was developed with future development in mind as shown in the large drainage area within the green outline. The area is general from Homestead Lane to approximately Moonlight Road; and 207th Street to I-35. Not all of this area is within the Edgerton city limits today; however, the gravity main infrastructure is sized to accommodate over 2000 acres of future development. In the future, that amount of development may require modifications to the lift station and/or additional lift station to get the flow over a natural ridge.

ELHC prepared the enclosed Preliminary Opinion of Costs (POC) for all three Drainage Areas. This POC is used to provide context of costs related to the Sewer Master Plan. As projects are considered by City Council for authorization for construction, project bid costs will be submitted by ELHC.

Staff recommends the Governing Body consider approved the Sanitary Sewer Master Plan as illustrated for Drainage Area 1 to allow for authorization of projects related to serving Kubota. Staff will bring back the Sewer Master Plan in Drainage Areas 2 and 3 as development continues in those areas.

If City Council approves this portion of the Sewer Master Plan, staff will be recommending that City Council approve the first two projects as listed following on the agenda for construction. These projects are required to provide sanitary sewer service to Kubota.

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

Funding Source: N/A

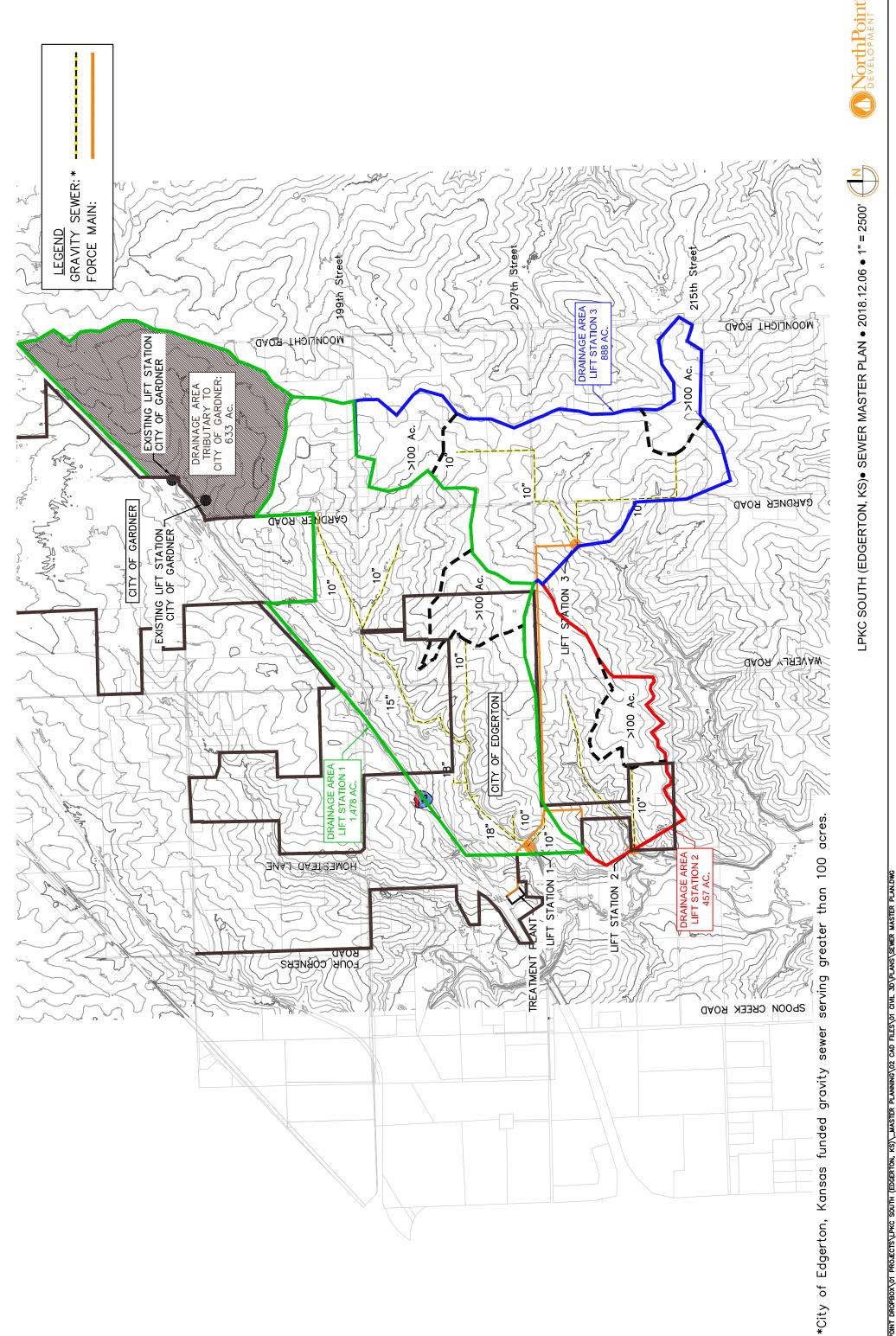
Budget Allocated: N/A

Finance Director Approval: N/A

Recommendation: Approve Logistics Park Kansas City (LPKC) Phase II Sanitary Sewer Master Plan for Drainage Area 1

Enclosed: Enclosure: LPKC Phase II Sewer Master Plan Map LPKC Phase II Sewer Master Plan Opinion of Probable Costs

Prepared by: Beth Linn, City Administrator





PRELIMINARY OPINION OF COST

	Project: Date:				Masterplan	
		1		10/23/20	,10	
Description	Drainage Ar Quantity	ea I Unit		Unit Cost		Cost
Sewer Interceptor (15"-21" Gravity)	11,000	LF	\$	175.00	\$	1,925,000.00
Sewer Main (10"-12" Gravity)	10,500	LF	\$	115.00	\$	1,207,500.00
Force Main (8" PVC)	2,100	LF	\$	45.00	\$	94,500.00
Lift Station 1	2,100	EA	\$	1,050,000.00	\$	1,050,000.00
Rock Excavation	14,000	LF	\$	50.00	\$	700,000.00
Casing	500	LF	\$	350.00	\$	175,000.00
casing	500		Ļ	550.00	Ļ	175,000.00
			Con	struction Cost	\$	5,152,000.00
		Ρ	rofess	ional Services	\$	618,240.00
				Contingency	\$	1,030,400.00
				Total Cost	\$	6,800,640.00
	Drainage Ar	ea 2				
Description	Quantity	Unit		Unit Cost		Cost
Sewer Main (10"-12" Gravity)	3,700	LF	\$	115.00	\$	425,500.00
Force Main	6,900	LF	\$	45.00	\$	310,500.00
Lift Station 2	1	EA	\$	750,000.00	\$	750,000.00
Rock Excavation	1,900	LF	\$	50.00	\$	95,000.00
Casing	200	LF	\$	350.00	\$	70,000.00
				struction Cost	\$	1,651,000.00
		Professional Services \$			198,120.00	
				Contingency	\$	330,200.00
				Total Cost	\$	2,179,320.00
	Drainage Ar	ea 3				
Description	Quantity	Unit		Unit Cost		Cost
Sewer Main (10"-12" Gravity)	12,700	LF	\$	115.00	\$	1,460,500.00
Force Main	12,300	LF	\$	45.00	\$	553,500.00
Lift Station 3	1	EA	\$	750,000.00	\$	750,000.00
Rock Excavation	9,800	LF	\$	50.00	\$	490,000.00
Casing	400	LF	\$	350.00	\$	140,000.00
			Con	struction Cost	\$	3,394,000.00
		P		sional Services	\$	407,280.00
		•	2.000	Contingency	\$	678,800.00
				Total Cost	\$	4,480,080.00
					r	,,

TOTAL INFRASTRUCTURE COST ESTIMATE:

\$ 13,460,040.00



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City Council Action Item

Council Meeting Date: December 13, 2018

Department: Utilities

Agenda Item: Consider Project Authorization of Big Bull Creek Lift Station and Force Main

Background/Description of Item:

In January 2018, the Edgerton City Council approved a Development Agreement with Edgerton Land Holding Company (ELHC) for the development of Phase II of Logistics Park Kansas City (LPKC) located south of Interstate 35. Similar to LPKC Phase I, this Agreement established a new Public Infrastructure Fund (Ph II PIF) with for the collection of certain revenues associated with the development and payment of project expenditures as allowed by the Agreement.

The Development Agreement includes Exhibit D which describes Public Infrastructure Improvements and Costs that are allowed project expenses to be paid from Ph II PIF. Sanitary Sewer Improvements are included as allowable project expense in LPKC Phase II.

As discussed in the previous agenda item, Staff and City Engineer have reviewed the proposed public infrastructure for Drainage Area 1, shown in green on the attached exhibit. By using the drainage area approach, the recommendation is to install a new lift station (Big Bull Creek Lift Station) at the low point in the area just south and west of Homestead Lane just south of I35.

The proposed lift station consists of an 8' diameter wetwell, a valve vault and a meter vault. It is accessed by a 16' wide asphalt access drive and the lift station is enclosed with a 6' vinyl fence. The lift station pumps to the BBCWWTF via an 8" force main. A parallel 8" force main is also being installed for use by a future lift station.

Edgerton Land Holding Company has submitted the Recommendation for Contractor Award at \$1,320,116. This cost will be borne entirely by ELHC until such time the project is converted to funding from Home Rule Revenue Bonds. If the project is approved, staff will work with Intermodal Bond Counsel and ELHC to include the allowable project costs into the next Home Rule Revenue Bond series.

Funding Source: LPKC Phase II Public Infrastructure Fund

Budget Allocated: \$6,800,640

x Kan E. Vandle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Project Authorization of Big Bull Creek Lift Station and Force Main

Enclosed: Recommendation for Contractor Award Plan Sheet for Big Bull Creek Lift Station and Force Main

Prepared by: Beth Linn, City Administrator



Recommendation for Contractor Award

Project: Big Bull Creek Lift Station Edgerton, Kansas

December 6, 2018

Ms. Beth Linn,

We appreciate the opportunity to work with the City of Edgerton on the above referenced projects. We have reviewed the three contractor's bids received on the **Big Bull Creek Lift Station**. The lowest qualified bidder was Central Plumbing Construction Company. We recommend moving forward with Central Plumbing if there are no questions or concerns from the city regarding the low contractor. Below is a summary of the associated costs for these projects.

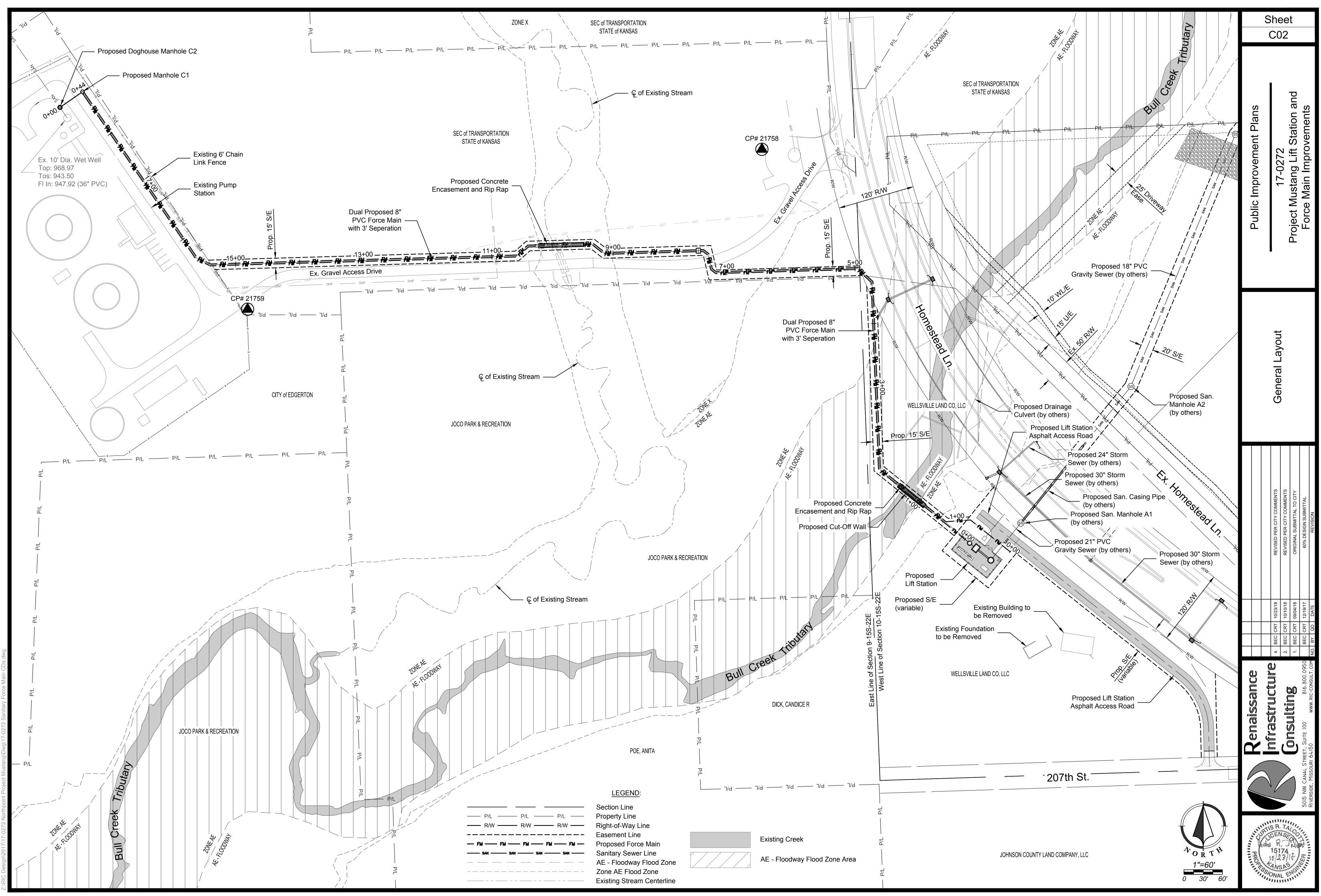
Items	Associated Costs
City Bond	\$ 25,000
LPKC South Gravity Line 'A'	\$1,068,475
Design and Survey Fees	\$ 45,684
Geotechnical Inspection Fees	\$ 10,000
City Inspection Fees (3.5% on Construction Costs)	\$ 37,397
NP Development Fee (5%)	\$ 53,424
Contingency (7.5%) (already have 10% in the numbers above	ve) \$ 80,136

Project Total

\$ 1,320,116

Sincerely, & Pann

Brett Powell NorthPoint Development





404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG



City Council Action Item

Council Meeting Date: December 13, 2018

Department: Utilities

Agenda Item: Consider Project Authorization of South I-35 Gravity Sewer

Background/Description of Item:

In January 2018, the Edgerton City Council approved a Development Agreement with Edgerton Land Holding Company (ELHC) for the development of Phase II of Logistics Park Kansas City (LPKC) located south of Interstate 35. Similar to LPKC Phase I, this Agreement established a new Public Infrastructure Fund (Ph II PIF) with for the collection of certain revenues associated with the development and payment of project expenditures as allowed by the Agreement.

The Development Agreement includes Exhibit D which describes Public Infrastructure Improvements and Costs that are allowed project expenses to be paid from Ph II PIF. Sanitary Sewer Improvements are included as allowable project expense in LPKC Phase II.

As discussed in the previous agenda item, Staff and City Engineer have reviewed the proposed public infrastructure for Drainage Area 1, shown in green on the attached exhibit. By using the drainage area approach, the recommendation is to install a new lift station (Big Bull Creek Lift Station) at the low point in the area just south and west of Homestead Lane just south of I35 and gravity main parallel to the south side of I-35 along the drainage basin.

The South I-35 Gravity Sewer plan includes the construction of 774 LF of 21" and 790 LF of 10" sanitary sewer pipe. It will receive flow from the two Kubota buildings as well as future areas to the east. This infrastructure was developed with future development in mind.

Edgerton Land Holding Company has submitted the Recommendation for Contractor Award at \$332,038. This cost will be borne entirely by ELHC until such time the project is converted to funding from Home Rule Revenue Bonds. If the project is approved, staff will work with Intermodal Bond Counsel and ELHC to include the allowable project costs into the next Home Rule Revenue Bond series.

Funding Source: LPKC Phase II Public Infrastructure Fund

Budget Allocated: \$6,800,640

x Kan E. Vandle

Finance Director Approval: Karen Kindle, Finance Director

Recommendation: Approve Project Authorization of South I-35 Gravity Sewer

Enclosed: Recommendation for Contractor Award Plan Sheet for South I-35 Gravity Main

Prepared by: Beth Linn, City Administrator



Recommendation for Contractor Award

Project: LPKC South Gravity Line 'A' Edgerton, Kansas

December 6, 2018

Ms. Beth Linn,

We appreciate the opportunity to work with the City of Edgerton on the above referenced projects. We have reviewed the three contractor's bids received on the LPKC South Gravity Line 'A' Sanitary Sewer Project. The lowest qualified bidder was Central Plumbing Construction Company. We recommend moving forward with Central Plumbing if there are no questions or concerns from the city regarding the low contractor. Below is a summary of the associated costs for these projects.

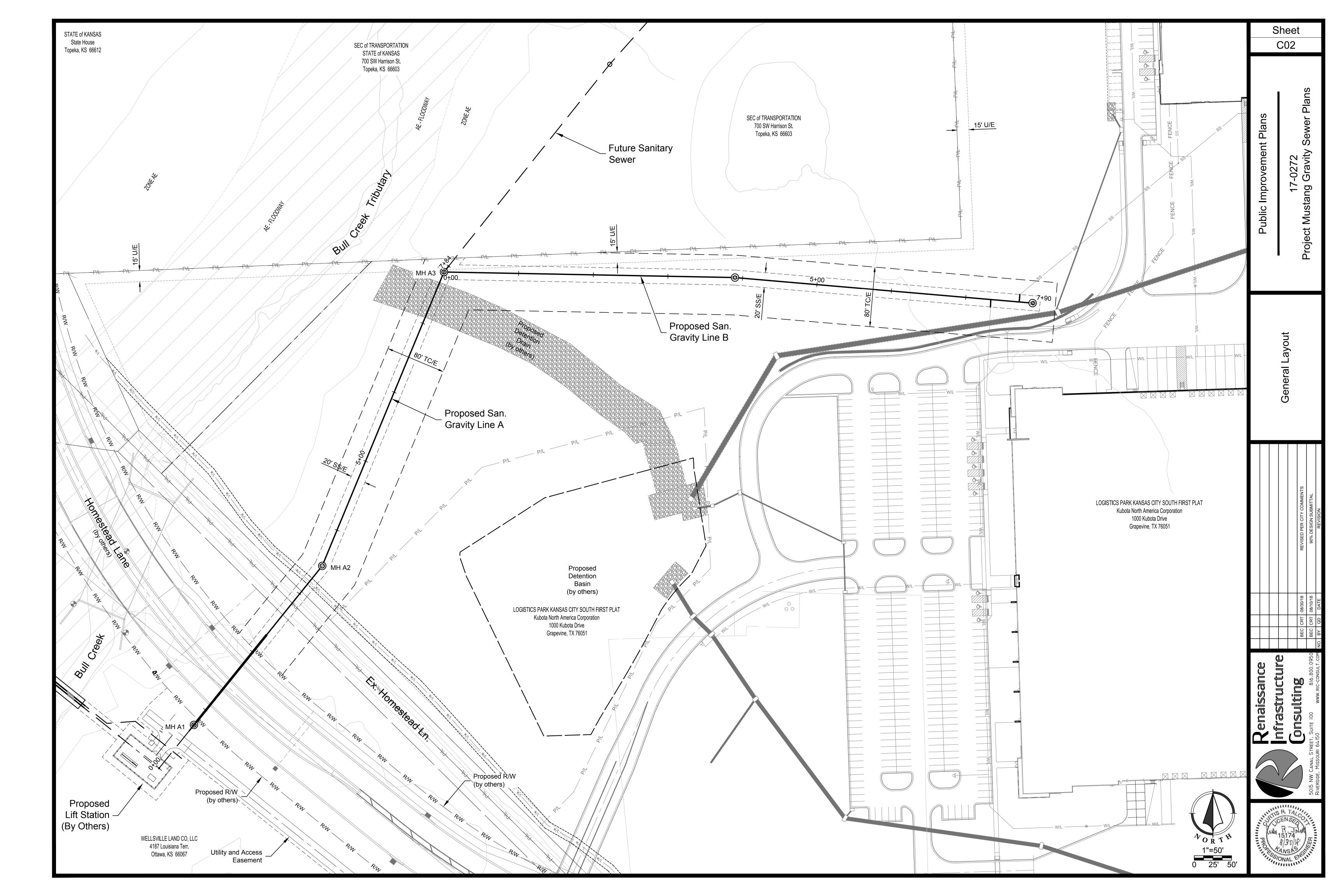
<u>Items</u>	Associated Costs
City Bond	\$ 25,000
LPKC South Gravity Line 'A'	\$251,141
Design and Survey Fees	\$ 10,716
Geotechnical Inspection Fees	\$ 5,000
City Inspection Fees (3.5% on Construction Costs)	\$ 8,789
NP Development Fee (5%)	\$ 12,557
Contingency (7.5%) (already have 10% in the numbers abov	e) \$ 18,835

Project Total

\$ 332,038

Sincerely, et Paul

Brett Powell NorthPoint Development



CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date:	December 13, 2018
Agenda Item:	Ordinance Authorizing Bonds and Bond Documents
Subject:	Industrial Revenue Bonds and Property Tax Abatement for the Kubota Project

Summary:

The City received an application for property tax abatement from Wellsville Farms, LLC for two approximately 1,000,000 sq. ft. warehouse, office, manufacturing and distribution facilities, to be located on approximately 205 acres of land near the northeast corner of 207th Street and Homestead Lane (the "Project"). The City held a public hearing, considered the cost-benefit report and then approved a resolution of intent for the project on May 10, 2018.

On May 10, 2018, the City approved an assignment resolution assigning the resolution of intent from Wellsville Farms, LLC to Kubota North America corporation.

Ordinance:

The Ordinance authorizes the City to issue up to \$100,000,000 of industrial revenue bonds for the Project. This bond issue is commonly referred to as a "buy your own bonds bond issue." Kubota will be both the lessee on the project and the owner of the bonds. When the bonds are issued, Kubota will lease the project site to the City as is required by state law in order to issue industrial revenue bonds. The City will then sublease the project back to Kubota. Kubota will be obligated to repurchase the project at the conclusion of the tax abatement.

The bonds will be limited obligations of the City. This means that the City has to make payments on the bonds to Kubota as the owner of the bonds only to the extent the City receives payments from Kubota pursuant to the lease. If lease payments from Kubota are insufficient to cover scheduled debt service on the bonds, the City is not obligated to make up any shortfall from any other funds of the City. The bonds are not a general obligation of the City and do not count against the City's debt limit.

The Ordinance authorizes the City to enter into the following documents:

- (a) Trust Indenture which contains the terms governing the Bonds and contains the form of the Bonds;
- (b) Base Lease Agreement whereby the City leases the project site from Kubota;
- (c) Lease Agreement whereby the City will lease the project to Kubota for the term of the tax abatement;
- (d) Bond Purchase Agreement whereby Kubota agrees to acquire the Bonds;
- (e) Performance Agreement whereby Kubota agrees to make certain payments-in-lieu of tax payments; and
- (f) Origination Fee Agreement whereby Kubota agrees to pay the origination fee to the City over time.

ORDINANCE NO. 1096

AN ORDINANCE AUTHORIZING BOND DOCUMENTS AND THE ISSUANCE OF THE CITY'S INDUSTRIAL REVENUE BONDS (KUBOTA NORTH AMERICA CORPORATION PROJECT) SERIES 2019, FOR THE PURPOSE OF FINANCING AND PROVIDING TAX ABATEMENT FOR AN OFFICE, DISTRIBUTION AND MANUFACTURING FACILITY.

WHEREAS, the City of Edgerton, Kansas (the "City"), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the City has heretofore and does now find and determine that it is desirable, in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, that the City issue its Industrial Revenue Bonds (Kubota North America Corporation Project) Series 2019, in an aggregate maximum principal amount not to exceed \$100,000,000 (the "Bonds"), for the purpose of acquiring, constructing and equipping a commercial project, consisting of two approximately 1,000,000 sq. ft. warehouse, office, manufacturing and distribution facilities, to be located on approximately 205 acres of land near the northeast corner of 207th Street and Homestead Lane in Edgerton, Kansas, including land, buildings, structures, improvements, fixtures, machinery and equipment (the "Project"), and that the City lease the Project to Kubota North America Corporation, a Delaware corporation (the "Company"); and

WHEREAS, the governing body of the City further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project. The City is hereby authorized to provide for the acquisition, purchase, construction, installation, rehabilitation and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease Agreement hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell the Bonds for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Council of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated the date set forth therein (the "Indenture"), between the City and the trustee named therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge the Project and assign the rents, revenues and receipts received pursuant to the hereafter defined Lease to the Trustee for the benefit of and security of the holder of the Bonds upon the terms and conditions as set forth in said form of Indenture;

(b) Base Lease Agreement dated the date set forth therein (the "Base Lease"), between the Company and the City, under which the City will lease the project site from the Company;

(c) Lease Agreement dated the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will agree to use the proceeds derived from the sale of the Bonds for the purpose of acquiring, purchasing, constructing, installing and equipping the Project and to sublease the Project to the Company, and the Company will agree to make payments in amounts sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same become due;

(d) Bond Purchase Agreement dated the date set forth therein (the "Bond Purchase Agreement"), among the City, the Company, as lessee, and the Company, as purchaser;

(e) Performance Agreement dated the date set forth therein (the "Performance Agreement"), between the City and the Company; and

(f) Origination Fee Agreement dated the date set forth therein (the "Origination Fee Agreement"), between the City and the Company.

Section 4. Execution of Bond and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture, the Base Lease, the Lease Agreement, the Bond Purchase Agreement, the Performance Agreement, the Origination Fee Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Indenture, the Base Lease, the Lease Agreement, the Bond Purchase Agreement, the Origination Fee Agreement, the Origination Fee Agreement, the Origination Fee Agreement, the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Indenture, the Base Lease, the Lease Agreement, the Bond Purchase Agreement, the Origination Fee Agreement, the Origination Fee Agreement, the Origination Fee Agreement and such other documents, certificates and instruments as may be necessary.

Section 5. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indenture, the Base Lease, the Lease Agreement, the Performance Agreement, the Bond Purchase Agreement and the Origination Fee Agreement.

Section 6. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication in summary form in the official City newspaper.

PASSED by the Council of the City of Edgerton, Kansas, this 13th day of December, 2018.

Donald Roberts, Mayor

[SEAL]

ATTEST:

Rachel A. James, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

Kubota Ordinance

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date:	December 13, 2018
Agenda Item:	Agreement Regarding Reimbursements
Subject:	Grade Separation and Home Rule Revenue Bonds

Summary:

The City previously entered into a Master Trust Indenture with Commerce Bank to provide for the administration and distribution of funds being held in the Public Infrastructure Fund pursuant to the Amended and Restated Public Infrastructure Financing Plan for the intermodal and logistics park. The Master Indenture creates various funds and accounts and directs the trustee how to spend money in those funds and accounts.

There are two important provisions in the documents with respect to the Grade Separation.

- 1. Section 5(d) of the Financing Plan provides that at any time after January 1, 2016, ELHC will enter in to a Reimbursement Agreement to advance up to \$2 million of funds for the design of the Grade Separation.
- 2. The Financing Plan and the Master Indenture create a waterfall for the use of Public Infrastructure Fund moneys. The agreements require that at least \$13 million accumulate in the Grade Separation Fund before any money is available to pay Home Rule Revenue Bond owners.

The City issued its Home Rule Revenue Bonds, Series 2015A and recently issued its Home Rule Revenue Bonds, Series 2018A. The City had planned to reimburse itself for approximately \$900,000 of road improvement expenses from proceeds of the Series 2015A and 2018A Bonds. The City had also planned to submit a reimbursement draw request for the design of the grade separation. Any reimbursement from bond proceeds would require ELHC to advance funds to cover the bond reimbursement.

ELHC requested that the City use funds designated for the Public Infrastructure Fund to reimburse itself for the road improvement expenses. ELHC also requested that the City use funds in the Grade Separation Fund to pay for the design of the Grade Separation.

In the Agreement Regarding Reimbursements, the City agrees that it will reimburse itself for the road improvements from money designated for the Public Infrastructure Fund. The City also agrees to use funds in the Grade Separation Fund to pay for the design of the Grade Separation.

If at any time the City's financial advisor certifies that there are insufficient funds in the Grade Separation Fund to construct the Grade Separation in 2020 and 2021, ELHC agrees that the City can submit a reimbursement draw for up to approximately \$2.9 million (the \$2 million Grade Separation design draw and the \$900,000 of road improvement expenses) and deposit the funds in the Grade Separation Fund to keep the Grade Separation project on track.

RESOLUTION NO. 12-13-18C

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE AND DELIVER AN AGREEMENT REGARDING REIMBURSEMENT

WHEREAS, the City of Edgerton, Kansas (the "City") has previously issued its Home Rule Revenue Bonds (Logistics Park Infrastructure Projects), Series 2015A, in the aggregate principal amount not to exceed \$10,155,000, and its Home Rule Revenue Bonds (Logistics Park Infrastructure Projects), Series 2018A, in the aggregate principal amount not to exceed \$10,000,000 (collectively, the "Bonds"); and

WHEREAS, all of the Bonds were purchased and are currently owned by Edgerton Land Holding Company, LLC ("ELHC"); and

WHEREAS, the City had planned to draw on the Bonds for certain expenses associated with various road improvements and the design of a grade separation; and

WHEREAS, the City and ELHC desire to enter into a Agreement Regarding Reimbursements (the "Agreement"), whereby the City will agree to not submit the aforementioned draws on the Bonds, subject to the terms and conditions set forth in the Agreement;

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

Section 1. Approval of Agreement. The form of the Agreement, which is attached hereto as Exhibit A, is hereby approved.

Section 2. Execution of Agreement. The Mayor of the City is hereby authorized to enter into the Agreement, in substantially the form attached to this Resolution but with such changes as may be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Agreement.

Section 3. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the City with respect to the Agreement.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

ADOPTED this 13th day of December, 2019.

CITY OF EDGERTON, KANSAS

(Seal)

Donald Roberts, Mayor

ATTEST:

Rachel A. James, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

EXHIBIT A

FORM OF AGREEMENT REGARDING REIMBURSEMENTS

AGREEMENT REGARDING REIMBURSEMENT

THIS AGREEMENT REGARDING REIMBURSEMENT (the "Agreement") is made this 14th day of December, 2018, between Edgerton Land Holding Company, LLC, a Kansas limited liability company ("Developer") and the City of Edgerton, Kansas, a municipal corporation (the "City").

RECITALS:

A. The City, the Developer and BNSF Railway Company entered into an Amended and Restated Public Infrastructure Financing Plan dated July 15, 2015 (the "Financing Plan").

B. The Financing Plan contemplates that the City will design and construct a Grade Separation (as defined in the Financing Plan).

C. Section 5(d) of the Financing Plan provides that Developer shall advance up to \$2 million to fund the cost of the design of the Grade Separation (as defined in the Financing Plan) (such \$2 million advance being referred to herein as the "Grade Separation Advance").

D. The City entered into a Master Trust Indenture dated as of December 1, 2015 (the "Master Indenture") with Commerce Bank, as trustee (the "Trustee") to provide for the administration of the Public Infrastructure Fund (as defined in the Financing Plan).

E. The Financing Plan requires the City to deposit all Sources of Funds (as defined in the Financing Plan) with the Trustee.

F. The City has issued both its Home Rule Revenue Bonds (Logistics Park Infrastructure Projects), Series 2015A (the "Series 2015A Bonds") and its Home Rule Revenue Bonds (Logistics Park Infrastructure Projects), Series 2018A (the "Series 2018A Bonds"), pursuant to the Master Indenture.

G. The City incurred \$64,788 of expenses eligible to be reimbursed under the Series 2015A Bonds (the "Series 2015A Reimbursement") and \$872,014.59 of expenses eligible to be reimbursed under the Series 2018A Bonds (the "Series 2018A Reimbursement," and together with the Series 2015A Reimbursement, the "Bond Reimbursements").

H. The Developer is the owner of 100% of the Outstanding Bonds (as defined in the Master Indenture), and no Notes (as defined in the Master Indenture) have been issued under the Master Indenture.

I. The Developer and the City now desire to enter into this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Waiver of Bond Reimbursements. The City had planned to submit a draw on the Series 2015A Bonds for the Series 2015A Reimbursement and a draw on the Series 2018A Bonds for the Series

2018A Reimbursement. The City agrees to refrain from submitting the Bond Reimbursements unless the Bond Reimbursements are allowed by **Section 4** of this Agreement.

Section 2. Reimbursement from Origination Fees. The parties agree that the City may retain all Origination Fees (as defined in the Financing Plan) in the City's possession up to an amount equal to the Bond Reimbursements to reimburse the City for the Bond Reimbursements instead of delivering such Origination Fees to the Trustee.

Section 3. Grade Separation Design Fee. The City agrees that it will not request the Developer to advance the Grade Separation Advance unless such request is permitted by Section 4 of this Agreement.

Section 4. Submission of Bond and Grade Separation Reimbursements. Construction of the Grade Separation will commence in 2020 and be completed in 2021. The parties acknowledge that had the Bond Reimbursements not been paid from the Sources of Funds retained by the City pursuant to Section 2 and had the City requested the Grade Separation Advance, the funds on deposit in the Grade Separation Fund (as defined in the Master Indenture) would have been increased by an amount equal to the Bond Reimbursements and the Grade Separation Advance. The parties agree that if the City obtains a written report from its financial advisor that insufficient funds (the "Shortfall Amount") are on deposit in the Grade Separation Fund to make payments that are expected to become due within 60 days thereafter related to the construction of the Grade Separation in 2020 and 2021, the City shall deliver written notice to the Developer that the City will, not less than 30 days from the date of such notice:

- (a) First, submit one or more requisition certificates under the Series 2015A Bonds and/or the Series 2018A Bonds for reimbursement of project costs in a combined amount not to exceed the Bond Reimbursements, and the City shall deliver all amounts received pursuant to this subparagraph (a) to the Trustee with instructions to deposit said amounts in the Grade Separation Fund; and
- (b) Second, submit one or more requisition certificates under the Series 2018A Bonds for an amount not to exceed the Grade Separation Advance, and the City shall deliver all amounts received pursuant to this subparagraph (b) to the Trustee with instructions to deposit said amounts in the Grade Separation Fund.

In no event shall the aggregate amount set forth in the requisition certificates submitted pursuant to paragraph (a) or (b) above exceed the Shortfall Amount.

Section 5. Bond Reimbursements Documentation. Developer acknowledges that the City has delivered to the Developer documentation on all of the Bond Reimbursements and that Developer has approved the Bond Reimbursements.

Section 6. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective officers, directors, shareholders, agents, attorneys, employees, successors and assigns. This Agreement shall be governed by and construed according to the laws of the State of Kansas. Time is of the essence with respect to the duties and obligations set forth herein.

Section 7. Representations. Each party represents and warrants that it (a) has made due and diligent inquiry into the facts and matters which are the subject matter of this Agreement; (b) fully understands the legal effect of this Agreement; and (c) is duly authorized and empowered to execute, deliver and perform this Agreement according to its terms and conditions.

Section 8. No Waiver of Breach. No waiver of any condition or covenant contained in this Agreement or any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Section 9. Entire Agreement. This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties. The underlined paragraph headings are for the convenience of the reader, and are not intended to modify, expand or limit the material terms of each section or subsection in this Agreement.

Section 10. Notice Addresses. Any notice provided under this Agreement shall be delivered in the same manner as notices required by the Financing Plan.

Section 11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

Section 12. Electronic Storage. The parties agree that an electronic copy of this Agreement shall be deemed to be an authentic and valid counterpart of such original document for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

CITY OF EDGERTON, KANSAS

By:_____ Mayor

Attest:

City Clerk

Agreement Regarding Reimbursements

EDGERTON LAND HOLDING COMPANY, LLC

By:______Nathaniel Hagedorn, Manager

Agreement Regarding Reimbursements

CONSENT OF EDGERTON LAND HOLDING COMPANY, LLC

Edgerton Land Holding Company, LLC, a Kansas limited liability company, as the Owner of 100% of the Outstanding Bonds issued pursuant to the Master Trust Indenture dated as of December 1, 2015, between the City of Edgerton, Kansas (the "City") and Commerce Bank, as trustee (the "Trustee"), as supplemented and amended, consents to this Agreement Regarding Reimbursement dated December 14, 2018, between the City and Edgerton Land Holding Company, LLC.

EDGERTON LAND HOLDING COMPANY, LLC

a Kansas limited liability company

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

By:

Nathaniel Hagedorn, Manager

ACKNOWLEDGEMENT OF MASTER TRUSTEE

Commerce Bank, as master trustee under the Master Trust Indenture dated as of December 1, 2015, between the City of Edgerton, Kansas (the "City") and Commerce Bank, as trustee (the "Trustee"), as supplemented and amended, acknowledges receipt of a copy of the Agreement Regarding Reimbursement dated December 14, 2018, between the City and Edgerton Land Holding Company, LLC.

COMMERCE BANK, as Trustee

By: ______ Merry Evans Vice President

ATTEST:

By: ____

William E. Ekey Assistant Secretary

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date:	December 13, 2018
Agenda Item:	Reimbursement Resolution
Subject:	Home Rule Revenue Bonds for Public Infrastructure Improvements Logistics Park Phase Two

Summary:

The Development Agreement for the Phase 2 Expansion of the Logistics Park requires the City to construct certain Public Infrastructure Improvements when funds are available in the Public Infrastructure Fund. The City anticipates that home rule revenue bonds will be issued to finance or refinance some of the costs of the Public Infrastructure Improvements.

Reimbursement Resolution

Federal tax law requires that the City adopt a reimbursement resolution in order to refinance expenditures with tax-exempt debt. Approval of this Resolution will enable to City to reimburse the costs of future Public Infrastructure Improvements in Phase 2 on a tax-exempt basis. Any tax-exempt bond issue will also be required to comply with other federal tax-law requirements.

RESOLUTION NO. 12-13-18D

A RESOLUTION OF THE CITY OF EDGERTON, KANSAS, DETERMINING ITS INTENT TO REIMBURSE ITSELF FOR CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Edgerton, Kansas (the "City"), desires to promote, stimulate and develop the general welfare and economic prosperity of the City and its inhabitants and to further promote, stimulate and develop the general welfare and economic prosperity of the state of Kansas; and

WHEREAS, the City has entered into a Logistics Park Phase Two Development Agreement (the "Development Agreement") with Edgerton Land Holding Company, a Kansas limited liability company, for the purpose of expanding the logistics park in the City; and

WHEREAS, Development Agreement requires the City to construct certain Public Infrastructure Improvements (as defined in the Development Agreement), and a description of a portion of the Public Infrastructure Improvements are attached as **Exhibit A** to this Resolution; and

WHEREAS, the City has made certain capital expenditures in connection with the Public Infrastructure Improvements prior to the date of this Resolution, and the City expects to make additional capital expenditures for the Public Infrastructure Improvements in the future;

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

Section 1. Reimbursement with Bonds. The Governing Body of the City determines and declares the intent of the City to reimburse itself for all or a portion of such expenditures made in connection with the Public Infrastructure Improvements, to the extent permitted by law, with the proceeds of bonds, notes or other obligations to be issued by the City, or other governmental entity for the benefit of the City (the "Bonds").

Section 2. Maximum Amount of Bonds. The maximum principal amount of Bonds expected to be issued for the Public Infrastructure Improvements is \$6,100,000.

Section 3. **Effective Date**. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED December 13, 2018.

CITY OF EDGERTON, KANSAS

(Seal)

ATTEST:

Donald Roberts, Mayor

Rachel A. James, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

Exhibit A

Public Infrastructure Improvements

Homestead Lane/207th Street Improvements - Construction of a four-lane divided concrete roadway with curb and gutter, storm sewer, sidewalk, streetlights, etc. Includes Homestead Lane (I-35 to 207th Street) and 207th Street (Homestead Lane to Waverly Road). (approximately \$3.5MM)

Big Bull Creek Wastewater Lift Station – Big Bull Creek Wastewater Lift Station consists of an 8' diameter wetwell, a valve vault and a meter vault. It is accessed by a 16' wide asphalt access drive and the lift station is enclosed with a 6' vinyl fence. The lift station pumps to the BBCWWTF via an 8" force main. A parallel 8" force main is also being installed for use by a future lift station. (approximately \$2MM)

South I-35 Gravity Sewer – South I-35 Gravity Sewer consists of 774 LF of 21" and 790 LF of 10" sanitary sewer pipe. It will receive flow from the two Kubota buildings as well as future areas to the east. (approximately \$600,000)



404 East Nelson Edgerton, KS 66021 P: 913.893.6231 EDGERTONKS.ORG

December 10, 2018

- To: Mayor and City Council
- From: Beth Linn, City Administrator
- Re: 2018 Compensation and Benefits Study

BACKGROUND

In early 2018, the Governing Body directed staff to complete a Compensation and Benefits Study for all employees during a discussion regarding addition of staff positions. The last study, which was not comprehensive, was completed in 2010.

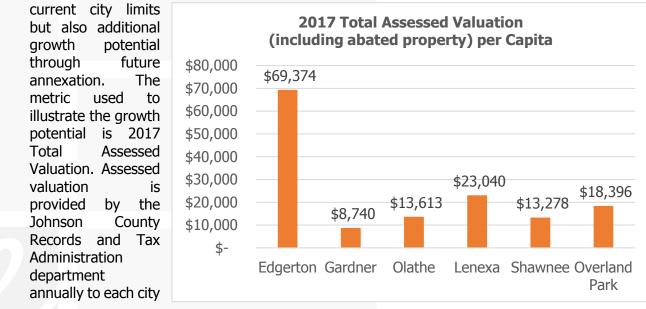
PROCESS AND POLICY DIRECTION

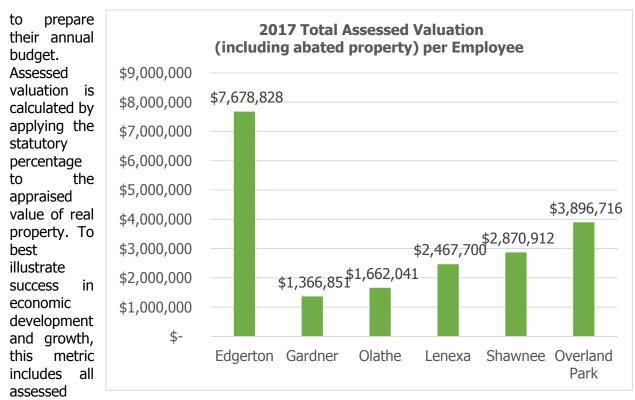
At the November 15, 2018 Work Session, Staff presented the initial research collected for the compensation and benefits study. At that work session, the Governing Body provided policy direction in several areas based on that preliminary research.

Comparison Cities

It is an industry best practice when completing a total compensation and benefits study to benchmark Edgerton against comparable cities. Those comparable cities are used consistently across the organization as benchmarks related to both actual compensation (pay ranges) and benefits offered (i.e. health insurance, time off, retirement benefits, etc). Edgerton has unique challenges in selecting cities most comparable due to our unique characteristics. Staff looked for cities that mimicked Edgerton in several categories listed below.

• Growth - Edgerton today is a city with tremendous growth potential, both within the

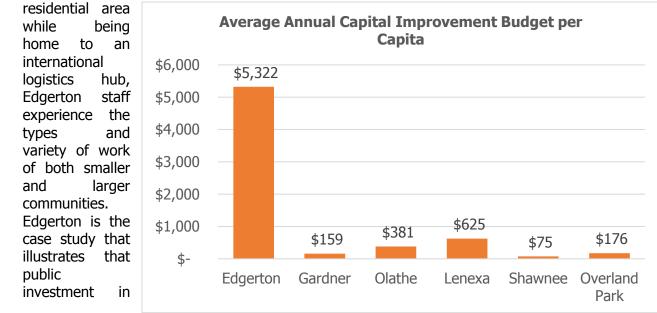




valuation including abated property within the communities.

Both charts illustrate Edgerton's tremendous success in economic development growth and building assessed valuation for the City, particularly in comparison to the other cities listed. The graphs show cities with similar capability to grow now and in the future as that growth and significant economic development brings challenges and work load similar to what Edgerton experiences.

• Workload - Similar to the unique characteristics of having small town charm in our





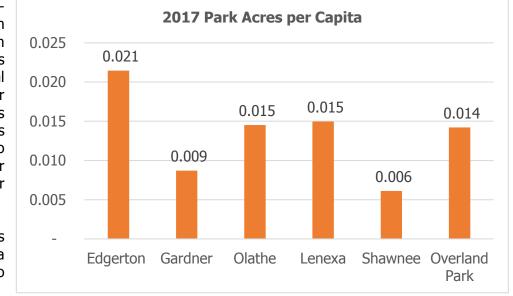
improvement budget. Capital improvement budgets include large infrastructure and quality of life projects often managed (and in some cases completed) by staff. For most cities the annual capital improvement program has some ebb and flow over a five-year program; therefore, we use the average for each city over five years.

In the last several years, Edgerton has accomplished an aggressive capital improvements program focused on infrastructure and quality of life projects focused on serving our residents and driving economic development. These projects are of a size and number atypical for a community our size.

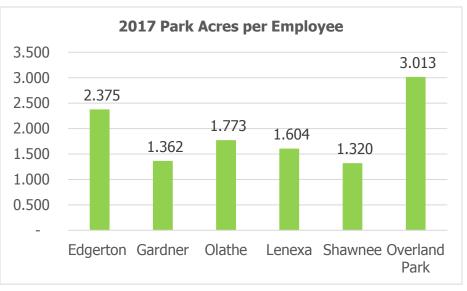
This metric illustrates Edgerton's aggressive capital improvement program in comparison with cities much larger than Edgerton. Managing this type of program effects nearly every employee within the Edgerton organization.

Quality of life -Edgerton through the use of its citizen survey, Parks Master Plan, Annual Budget and other initiatives has illustrated its commitment to continuing to better the quality of life for Edgerton residents.

To identify cities that have shown a commitment to



quality of life through their actions and the metric plans, used is park acreage. While park acreage is not а direct measurement of a citizen's quality of it life, is а measurement that provides insight into a community's vision and financial commitment to the health and wellbeing of its citizens.



Based on the research presented above on November 15th, the Governing Body selected the following communities for market comparison: Cities of Gardner, Lenexa, Olathe, Overland Park, and Shawnee. To complete the next stage in the study, staff gathered position descriptions in addition to salary and benefit information from these communities.

BENEFITS

Benchmarking & Recommendations

Using the approved comparison cities, Staff and the City's HR Consultant performed an examination of certain benefits, including: paid leave (holiday, personal leave, sick, and vacation), insurance benefits (health, dental and vision), supplemental retirement programs, and tuition reimbursement.

• **Paid Leave**. Currently, the City of Edgerton offers regular full-time employees paid leave benefits. A comparison of certain paid leave time was conducted against Edgerton's peer communities. The paid leave time reviewed included: holiday, personal, sick, and vacation leave.

	Time Off (Vacation/Holidays/Sick Time)							
City	Paid Holidays	Personal Days	Vacation Leave 1	5 Years	10 years	15 Years	20 Years	Sick Leave
Edgerton	10	3	80	100	120	140	160	72
Gardner	10	1	80	100	120	140	160	96
Lenexa	9	2	80	120	160	160	160	96
Shawnee	10	1	80	120	144	176	200	96
Olathe	10.5	1	80	120	144	160	160	96
Overland Park	8	3	80	120	120	160	200	96
Averages	10	2	80	116	138	159	176	96

Recommendation: No adjustments to paid leave time are recommended at this time. Market comparison shows while the City of Edgerton provides fewer sick leave hours on an annual basis, the City of Edgerton, provides more personal days than nearly every peer community. This flexibility in allowing more stated personal leave provides more employees the opportunity to utilize the leave benefit, rather than limiting the usage to care for themselves or a qualified family member as a sick leave benefit.

• **Insurance Benefits.** Edgerton's insurance benefits (health, dental, and vision) were reviewed against peer communities for percentage of contribution to each plan, i.e. employee-only, employee-children, employee-spouse/partner, or family plans.

City	Health Insurance	Dental	Vision	
Edgerton	100% employee paid (HMO/HDHP), spouse/dependent % depends on plan selected (up to 89% employer paid). Annual contribution to HSA \$3,240 for all tiers	Nearly 100% for employee (employee pays \$1.00) and up to 72% for spouse and dependent coverage	Nearly 100% for employee (employee pays \$1.00) and up to 69% for spouse and dependent coverage	
Gardner	100% towards HDHP for employee only & 82% towards other HDHP elections. City contributes \$1,500 annually toward HSA and \$3,000 towards Tier II and Family HSA. City Contributes 80% towards all other health insurance plan premiums	Employer pays 50% of premiums	Employer pays 100% of employee vision and 80% of premium towards Tier II and Family vision coverage	
Lenexa	84% towards PPO plan and 89% towards QHDP as long as employee and spouse participate in wellness plan			
Shawnee	PPO Plan ranges from 95% - 85% (assumes wellness participation) HDHP Plan ranges from 95% - 83% with City HSA contributions total \$1,000 - \$2,800	Employer contributes 95% to employee only, 49% to employee + one, and 30% to family coverage	Employee pays 100% of premiums ranging from \$6.40 - \$17.91 per month	
Olathe	CIP Plan and Vision - 92.8% - 83.61% +\$100-\$200 deposit in VEBA/HRA Account (Employee - Family) PPO and Vision 86% - 78.62%	65.24% -67.89%	See Health Insurance Note	
Overland Park	85% employer premium contribution (three plans offered). The City funds \$650 or \$1,300 to HRA account depending on enrollment status.	City contributes a flat rate of \$29.86 for any employee status	100% employee paid	

Recommendation: No adjustments to insurance benefit contributions are suggested at this time. Edgerton offers a variety of health insurance programs (in some instances more offerings than peer communities) and provides a competitive contribution by percentage to the insurance programs.

• **Supplemental Retirement Programs.** Each of the peer communities provide supplemental retirement programs to employees. The City of Edgerton currently provides a voluntary supplemental retirement program through KPERS 457b plan. Participation in Edgerton's supplemental retirement program is voluntary with no contribution towards the retirement plan by the City.

	Deferred Compensation
City	Deferred Comp
Edgerton	No contribution
Gardner	1% employee contribution & City contributes 1% match
Lenexa	City contributes 4% toward 401a plan for full and part time employees. The city will match up to an additional 2% towards the 457b plan based on employee contributions.
Shawnee	Employees hired prior to January 1, 2013 are enrolled in supplemental retirement defined benefit plan that is 100% funded by the City. Employees hired after January 1, 2013 are eligible for up to a 4% match of base salary in increments of 1%. Employee must contribute to be eligible for the match
Olathe	Up to \$40 per pay period
Overland Park	

Recommendation: Of the market comparison communities, Edgerton is one of the only organizations not participating in contributions to the supplemental retirement program. Some peer communities (Gardner, Lenexa, and Shawnee) provide matching contributions based on a percentage of the employee's base compensation. The City of Olathe matches up to \$40 per pay period. In an effort to provide a benefit that is equitable regardless of an employee's base wage, we recommend the Governing Body consider establishing an employer match of up to \$40 per pay period.

• **Tuition Reimbursement.** Each of the peer communities provide tuition reimbursement to qualified employees. The City of Edgerton provides tuition reimbursement to qualified employees as well.

	Tuition Reimbursement
City	Contributions
Edgerton	Up to \$1500 per calendar year
Gardner	\$100 per under-graduate credit hour; \$150 per graduate credit hour, and related book fees for a maximum calendar year reimbursement of \$1500 and a lifetime maximum of \$6000.
Lenexa	Up to \$3500 per year
Shawnee	80% of tuition and book fees up to \$3000 annual maximum
Olathe	Up to \$2,000 per calendar year
Overland Park	\$2500 annual maximum for undergraduate courses and \$3000 annual maximum for graduate level courses, with a limit of nine credit hours per year.

<u>Recommendation</u>: No adjustments are recommended to the City's tuition reimbursement program at this time.

COMPENSATION

Benchmarking and Recommendations

In addition to selecting the comparison cities, City Council provided direction on desired characteristics of the Edgerton salary ranges. That policy direction included (1) setting the maximum of the Edgerton salary range at 50% of the total range in comparable cities and (2) setting the width of the range at 50% of the minimum.

To correctly benchmark the Edgerton positions with the comparable cities, an analysis of position descriptions and job duties from the comparable cities with Edgerton position descriptions and job duties was used to identify like positions for comparison. This analysis is the basis for development of the salary ranges data and comparison shown below.

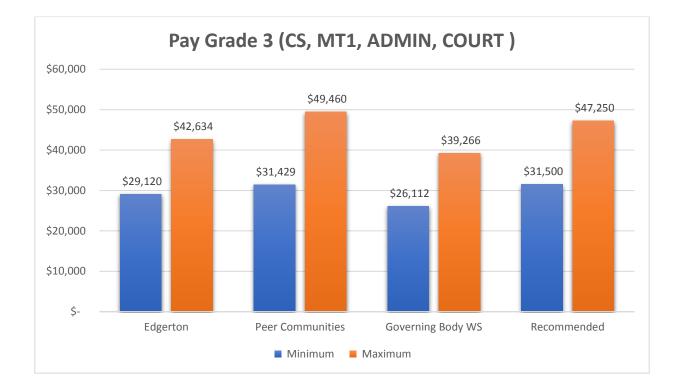
After performing the analysis, Staff and the City's HR Consultant noted several observations from the data.

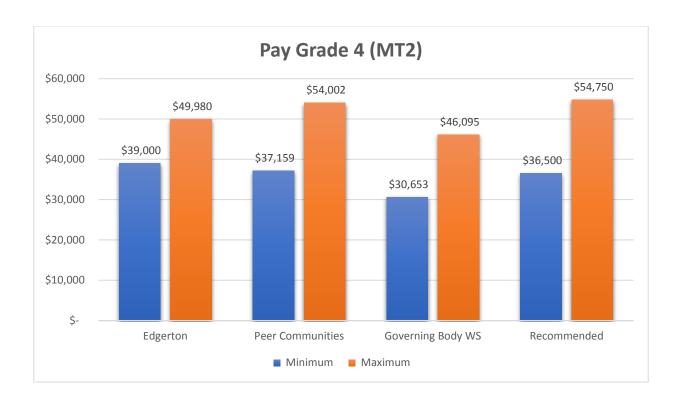
- **Minimal Spread in Ranges**. Before performing the analysis, the assumption was that each position would have a wide spread (or variation) in pay ranges. However, the data clearly illustrates that the comparable cities have ranges for similar positions that are very close or in some cases even the same. This minimal spread or variation establishes what the "market rate" is for positions.
- **Impact of Minimal Spread**. Because the position ranges across cities are clustered so tightly, the policy direction provided by City Council is actually detrimental to the existing ranges, in some cases significantly, for both recruitment and retention of high quality employees.

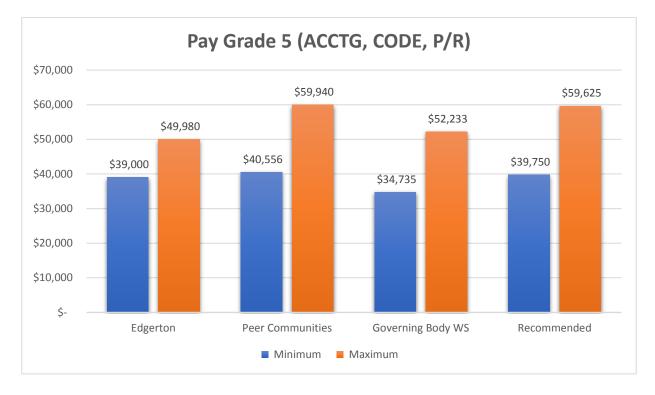
• Alternate (Recommended) Scenario. After completing the analysis, staff developed an alternate (recommended) scenario for City Council to consider for salary range adjustments. The recommended ranges are based on the minimum being set near the Average Minimum for the Peer Communities. By using the average minimum, it sets Edgerton in the middle, not the highest or the lowest. Additionally, in alignment with council direction, the range width is 50% of the minimum.

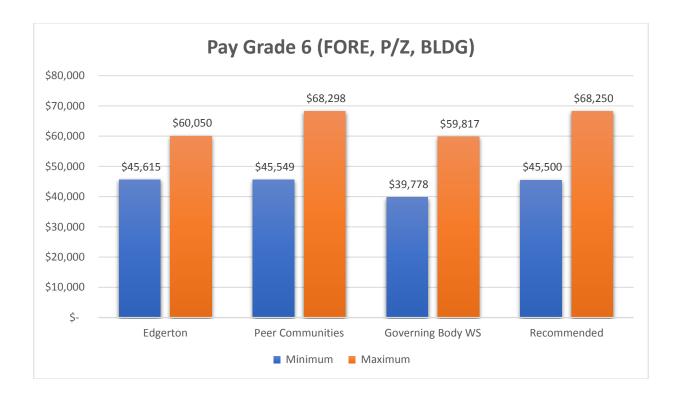
Below is a chart for each Pay Grade that includes the minimum and maximum for each range (from left to right):

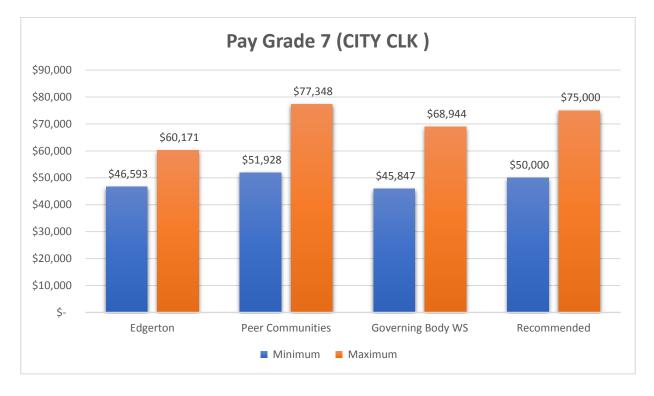
- Edgerton
- Peer Communities Average
- Governing Body Work Session Direction
- Recommended (as described above)

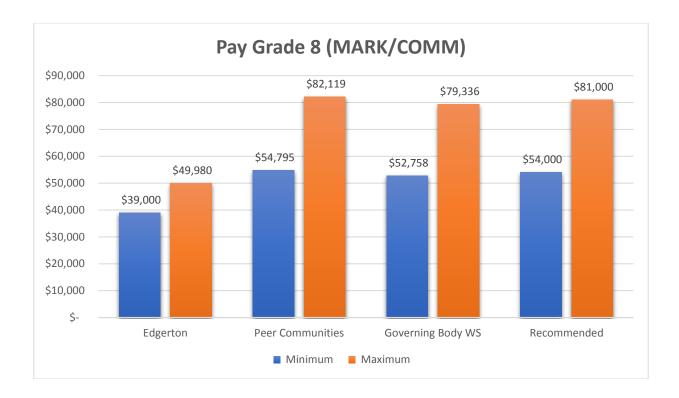


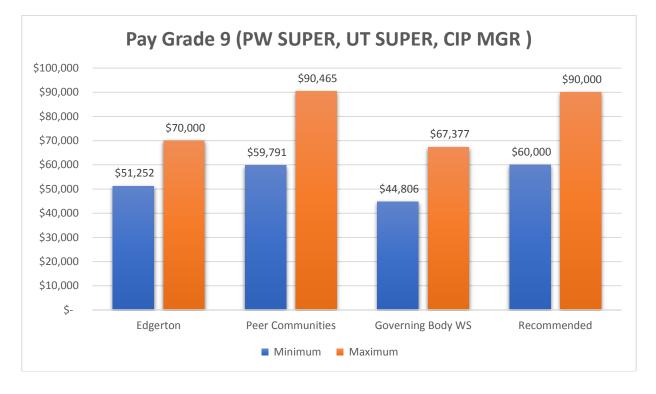


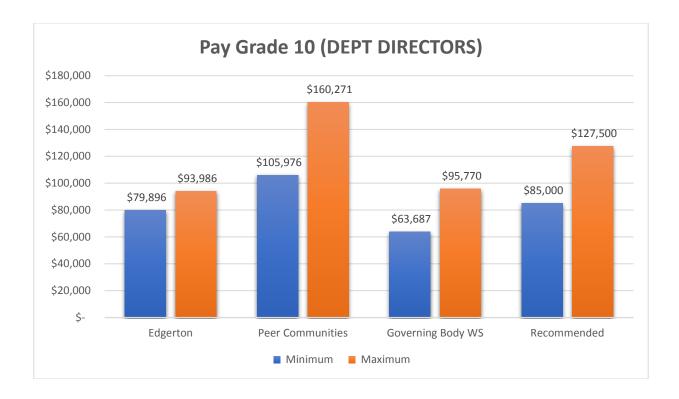












Recommendations:

Staff would recommend providing direction to prepare the City's Pay Grade Ordinance to include the following changes.

- Set Salary Ranges at Recommended. As Edgerton strives to be an organization that recruits and retains high quality employees to best serve our citizens and business, this scenario sets the Edgerton ranges at market of our competition.
- **Establish Positions at Recommended Pay Grade.** In the analysis of each position description, several positions were identified to be classified in a different pay grade than the comparable cities. For rapid-growth cities like Edgerton, compression between positions can be challenging. By re-classifying a couple of positions and establishing additional pay grades provides Edgerton the opportunity to add positions in the future.

Maintenance of salary ranges.

Industry best practice is to consider maintenance of the salary ranges on an annual basis similar to what the City does as part of the annual budget process. This maintenance <u>would</u> <u>not</u> provide a cost of living adjustment to employees. It would simply move the ranges to account for inflation.

City Council provided policy direction to adjust the salary ranges equal to the CPI (as used in the Kansas State budget process) to allow for the cost of inflation and prevent the ranges from becoming out of market. For 2017, this amount was 1.4%.

Frequency of Compensation and Benefits Study.

Edgerton did its last look at the compensation of city employees in 2010. In today's competitive employment market it has become even more important to be more frequent and deliberate in studying the compensation and benefits provided.

City Council provided direction to schedule the completion of a total compensation and benefits study every three years.