

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
May 28, 2015**

Call to Order

1. **Roll Call** ____ Roberts ____ Longanecker ____ Crooks ____ Troutner ____ Brown ____ Crist
2. **Welcome**
3. **Pledge of Allegiance**

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

4. Agenda Approval
5. Approve City Council Meeting Minutes May 14, 2015
6. Acceptance of Permanent Drainage and Temporary Construction Easements for Waverly Road Project
7. Final Acceptance of 2014 Asphalt Patching (Edgewood Cut Outs) and Authorize Final Payment
8. Approve An Amendment To The Cooperation Agreement Between The City Of Edgerton, Kansas And The Board Of County Commissioners Of Johnson County, Kansas
9. Approve Application FP2015-02, Final Plat, Logistics Park Kansas City, Fourth Plat located on the West side of Waverly Road and North of 191st Street and Accept Any Dedications
10. Approve Application FP2015-04, Final Plat, Water Tower located on the North side of 196th Street and West of Waverly Road and Accept Any Dedications

Regular Agenda

11. **Public Comments.** Persons who wish to address the City Council regarding items not on the agenda and that are under the jurisdiction of the City Council may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court or other outside tribunals are not permitted. Please notify the City Clerk before the meeting if you wish to speak. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.
12. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues
13. Presentation by Gardner Edgerton Chamber of Commerce regarding request for 2016 Budget

Business Requiring Action

14. **CONSIDER RESOLUTION NO. 05-28-15A WAIVING CITY REQUIREMENTS PERTAINING TO THE CONSUMPTION OF CEREAL MALT BEVERAGES ON CERTAIN PUBLIC PROPERTY AND NOISE RESTRICTIONS FOR FRONTIER DAYS IN THE CITY OF EDGERTON, KANSAS**

Motion: _____ Second: _____ Vote: _____

15. CONSIDER AN APPLICATION FROM THE EDGERTON FRONTIER DAYS ASSOCIATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES AT 307 E. NELSON

Motion: _____ Second: _____ Vote: _____

16. CONSIDER RESOLUTION NO. 05-28-15B APPROVING THE CLOSURE OF THE PUBLIC STREETS NAMED HEREIN DURING THE EDGERTON FRONTIER DAYS FESTIVAL

Motion: _____ Second: _____ Vote: _____

17. CONSIDER REQUEST FOR CONNECTION FOR FIRE LINE TO CITY WATER MAIN FOR 312 EAST NELSON

Motion: _____ Second: _____ Vote: _____

18. CONSIDER AGREEMENT WITH COLUMBIA CAPITAL FOR POST-ISSUANCE COMPLIANCE SERVICES

Motion: _____ Second: _____ Vote: _____

19. CONSIDER RESOLUTION NO. 05-28-15C OF THE CITY OF EDGERTON, KANSAS, DETERMINING ITS INTENT TO REIMBURSE ITSELF FOR CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS

Motion: _____ Second: _____ Vote: _____

20. CONSIDER A STAFFING AGREEMENT WITH EXPRESS EMPLOYMENT PROFESSIONALS

Motion: _____ Second: _____ Vote: _____

21. Report by the City Administrator

22. Report by the Mayor

23. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (1) PERSONNEL MATTERS OF NONELECTED PERSONNEL

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

24. Future Meeting/Event Reminders:

- June 4th 6:30 to 8:30 PM – “Flexing Your Opportunities” Community Career Open House; Flexsteel Industries 31608 W. 191st Street
- June 9th 7:00 PM – Planning Commission

- June 11th 7:00 PM – City Council Meeting
- June 17th Noon – Senior Lunch
- June 18th 6:00 PM – City Council Work Session Policy Governance and Priority Setting at Edgerton Elementary
- June 19th and 20th Edgerton Frontier Days
- June 25th 7:00 PM – City Council Meeting and Budget Work Session

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

City of Edgerton, Kansas
Minutes of City Council Regular Session
May 14, 2015

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on May 14, 2015. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and City Clerk Janeice L. Rawles recording.

1. ROLL CALL

Charlie Troutner	present
Clay Longanecker	present
Cindy Crooks	present
Jody Brown	present

With a quorum present, the meeting commenced.

Staff in attendance: City Administrator Beth Linn
 Community Development Director Kenny Cook

2. INSTALLATION OF NEW COUNCIL MEMBER AND OATH OF OFFICE

The City Clerk administered the oath of office to newly elected Council member, Darius Crist.
Council member Crist took his place at the council table.

3. WELCOME AND PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

- Agenda approval
- City Council Meeting Minutes April 23, 2015
- Resolution No. 05-14-15A Approving the Mayoral Appointments for the City Treasurer, City Prosecutor, Municipal Judge, and City Attorney for the City of Edgerton, Kansas

Motion by Brown, seconded by Crooks, to approve the Consent Agenda.

Motion was approved, 5-0.

5. PUBLIC COMMENTS

Joel Johns, 17990 Sunflower Road, Edgerton Kansas was present to bring attention to "Bike Across Kansas." There are approximately 850 participants in the ride; they will stay the night in Baldwin City and depart from there on Saturday morning the 13th of June. They will be traveling on 56 highway through Edgerton at or around 9:00 am on the 13th of June.

6. DECLARATIONS BY COUNCIL MEMBERS

Council member Troutner will excuse himself during the presentation by Edgerton Historical Society regarding Capital Improvement requests for 2016.

There were no declarations by other council members

7. PRESENTATION BY EDGERTON HISTORICAL SOCIETY REGARDING CAPITAL IMPROVEMENTS REQUESTS FOR 2016

Council member Troutner left his seat on the council.

Bill Braun, representing the Edgerton Historical Society, put together a list of requests in order of importance. The top priority is the roof, they continue to lose shingles and the overhang has deteriorated and is falling off the building. Other items include; an upstairs window that has fallen apart, peeling paint, electrical work throughout the building, and they would like to have security lighting at the back of city hall. There is also a need for the ADA ramp to be brought into compliance with ADA requirements. There are other items listed that need repair but they would like to start with the roof. City staff together with historical society are to put together pricing and include these items in the budget process for 2016.

8. PRESENTATION BY SOUTHWEST JOHNSON COUNTY ECONOMIC DEVELOPMENT CORPORATION REGARDING REQUEST FOR 2016 BUDGET

Grey Martinette, President of Southwest Johnson County Economic Development Corporation, was present with a power point presentation. The presentation included the mission statement for SWJCEDC, 2015 membership, scope of work, the priorities, existing funding, and the funding request. Mayor Roberts requested break down of the numbers, for current budget and for the increase for 2016. The overhaul of SWJCEDC web site is expected to be finished soon.

9. PRESENTATION BY ETC INSTITUTE OS 2015 CITIZEN SURVEY RESULTS

Rachel with ETC displayed a power point presentation of the 2015 citizen survey results for the City of Edgerton. Included with the power point was a booklet with all the information from the survey, including graphs and comments. There was a lot of information presented and the council would like to have time to look over the booklet.

ADDITION TO AGENDA

9.5 COMMERCIAL WATER CONNECTION FOR SPRINKLER SYSTEM

REQUEST FOR A COMMERCIAL WATER METER WAS CONSIDERED

After much discussion, the decision to table this item to a future meeting was made. The Mayor and Council would like more information. A handout prepared by Michael Mabrey, Utility Superintendent, was presented with information about the Fire Line Request at 312 E. Nelson. Included in the hand out was a site plan for the water line and a copy of the city ordinance.

Motion by Brown, seconded by Longanecker, to table this item for more information.

Motion was approved, 5-0.

10. REPORT BY CITY ADMINISTRATOR

A presentation of the 1st quarter financial reports was passed out. The hand outs consisted of the General, Water, and Sewer Funds, including revenues and expenditures. Most expenditure funds were at the 25% used, which is right where they should be at the end of the first quarter.

The City Administrator also announced that immediately following the next council meeting on May 28th, 2015 there will be training on the Kansas Open Meetings Act (KOMA)/ Kansas Open Records Act (KORA).

11. REPORT BY THE MAYOR

Mayor Roberts invited everyone to attend the “Flexing Your Opportunities” community Career Open House at Flex steel Industries 31508 W. 191st Street Edgerton, Kansas. The event is on June 4th, 2015 from 6:30 pm to 8:30 pm.

12. FUTURE MEETING/EVENT REMINDERS:

- May 20th Noon - Senior Lunch
- May 25th Memorial Day – City Offices Closed
- May 28th 7:00 pm City Council Meeting; KOMA/KORA training
- June 4th 6:30 – 8:30 pm – “Flexing Your Opportunities” Community Career Open House – at Flexsteel Industries 31608 W. 191st Street

THE MAYOR REQUESTS A FIVE MINUTE BREAK

Meeting recessed at 9:07 pm.

Meeting reconvened at 9:18 pm.

13. RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (6) FOR PRELIMINARY DISCUSSION RELATED TO ACQUISITION OF REAL PROPERTY WAS CONSIDERED

Motion by Crooks, seconded by Troutner, to recess into executive session pursuant to K.S.A. (b) (6) for preliminary discussion related to acquisition of real property for five minutes.

Motion was approved, 5-0.

Meeting recessed at 9:19 pm.

Motion by Crooks, seconded by Longanecker, to return to regular meeting.

Meeting reconvened at 9:25 pm

Motion by Brown, seconded by Crist, to accept the two Deeds of Dedication of Right-of-Way, two Permanent Easements and two Temporary Construction Easements from Fred and Julia Fraley along Waverly Road as part of the Waverly Road construction project for a total compensation of \$32,500.

Motion was approved, 5-0.

14. ADDITION TO AGENDA – RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (1) PERSONNEL MATTERS OF NONELECTED PERSONNEL.

Motion by Crist, seconded by Crooks, to recess into executive session pursuant to K.S.A. 75-4319 (b)(1) personnel matters of nonelected personnel for a period of fifteen minutes.

Motion was approved, 5-0.

Meeting recessed at 9:29 pm.

Motion by Crooks, seconded by Troutner, to reconvene to regular meeting

Meeting reconvened at 9:44 pm. with no action taken and only items mentioned were addressed.

15. ADJOURN

Motion by Crist, seconded by Crooks, to adjourn the meeting.

Motion was approved, 5-0.

Meeting adjourned at 9:47 pm.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on _____

City Project No. Waverly Road
Parcel No. BF221503-3016

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **TRANSPEC LEASING INCORPORATED**, a Nebraska Corporation, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

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

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.



This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or _____, 20____, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

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

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

GRANTOR:

TRANSPEC LEASING INCORPORATED

By: Tom Hastings Pres
Printed Name: Tom Hastings
Title: President
Street Address: 10001 So 152nd
City, State & Zip: Omaha NE 68138

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

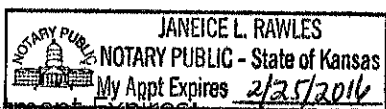
(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 20 day of May 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came TOMITASHINS (Name), President (Title) of TRANSPEC LEASING INCORPORATED, a Nebraska Corporation, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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



Janeice L Rawles
Notary Public

My Appointment Expires:

2/25/2016

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

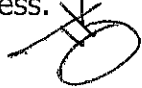
A handwritten mark or signature, possibly initials, located at the bottom right of the page.

EXHIBIT A

DESCRIPTION:

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence South $01^{\circ}09'47''$ East, coincident the east line of said Northeast Quarter, 60.00 feet; thence South $88^{\circ}09'08''$ West, 60.00 feet to the Point of Beginning; thence coincident with a line 40 feet west of and parallel with the east line of said Northeast Quarter, South $01^{\circ}09'47''$ East, 20.00 feet; thence North $46^{\circ}30'19''$ West, 28.11 feet; thence coincident with a line 60 feet south of and parallel with the north line of said Northeast Quarter, North $88^{\circ}09'08''$ East, 20.00 feet to the Point of Beginning, containing 200 square feet, or 0.005 acres, more or less.

A handwritten signature or mark, possibly initials, consisting of a stylized 'S' or 'B' with a horizontal line through it.

City Project No. Waverly Road
Parcel No. 2F221503-3009

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **HASTINGS FAMILY HOLDINGS LLC**, a Nebraska limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

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

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.



This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or _____, 20____, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

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

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.



GRANTOR:

HASTINGS FAMILY HOLDINGS LLC

By: Tom Hastings
Printed Name: Tom Hastings
Title: President
Street Address: 10001 So 152nd
City, State & Zip: Omaha, NE 68138

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

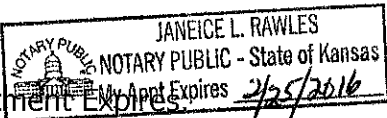
(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 20 day of May 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Hastings (Name), President (Title) of HASTINGS FAMILY HOLDINGS LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

My Appointment Expires: 

Janeice L Rawles
Notary Public

2/25/2016

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

My Appointment Expires:

Notary Public

TH

EXHIBIT A

DESCRIPTION:

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence North $01^{\circ}09'47''$ West, coincident the east line of said Northeast Quarter, 1,320.00 feet; thence South $88^{\circ}20'31''$ West, 40.00 feet to the Point of Beginning; thence continuing South $88^{\circ}20'31''$ West, 35.00 feet; thence coincident with a line 75 feet west of and parallel with the east line of said Northeast Quarter, North $01^{\circ}09'47''$ West, 318.82 feet; thence South $88^{\circ}50'13''$ West, 130.00 feet; thence coincident with a line 205 feet west of and parallel with the east line of said Northeast Quarter, North $01^{\circ}09'47''$ West, 40.07 feet; thence North $88^{\circ}09'08''$ East, 165.01 feet; thence coincident with a line 40 feet west of and parallel with the east line of said Northeast Quarter, South $01^{\circ}09'47''$ East, 360.56 feet to the Point of Beginning, less that part taken for Permanent Drainage Easement, containing 12,667 square feet, or 0.291 acres, more or less.



City Project: Waverly Road
Parcel No. 2F221503-3009

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **HASTINGS FAMILY HOLDINGS LLC**, a Nebraska limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE
GRANT OF PERMANENT EASEMENT

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

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



SECTION TWO
RESTRICTED USE BY GRANTOR

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

SECTION THREE
WARRANTY OF TITLE

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

SECTION FOUR
EFFECT OF AGREEMENT

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

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

GRANTOR:

HASTINGS FAMILY HOLDINGS LLC

By: To [Signature] Pres.
Printed Name: Tom Hastings
Title: President
Street Address: 10001 So. 152nd
City, State & Zip: Omaha, NE 68138

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)



ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 20 day of May 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Hastings (Name), President (Title) of HASTINGS FAMILY HOLDINGS LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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



Janeice L Rawles
Notary Public

My Appointment Expires: 2/25/2016

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

3

EXHIBIT A

DESCRIPTION:

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence North $01^{\circ}09'47''$ West, coincident the east line of said Northeast Quarter, 1,320.00 feet; thence South $88^{\circ}20'31''$ West, 40.00; thence coincident with a line 40 feet west of and parallel with the east line of said Northeast Quarter, North $01^{\circ}09'47''$ West, 305.49 feet to the Point of Beginning; thence South $88^{\circ}09'08''$ West, 154.99 feet; thence North $01^{\circ}50'52''$ West, 55.06 feet; thence North $88^{\circ}09'08''$ East, 155.65 feet; thence coincident with a line 40 feet west of and parallel with the east line of said Northeast Quarter, South $01^{\circ}09'47''$ East, 55.07 feet to the Point of Beginning, containing 8,553 square feet, or 0.196 acres, more or less.



City Project No. Waverly Road
Parcel No. 2F221503-3010

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **HASTINGS FAMILY HOLDINGS LLC**, a Nebraska limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

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

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.



This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or _____, 20____, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

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

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

A handwritten signature, possibly reading "J. B.", is written in ink over the signature line.

GRANTOR:

HASTINGS FAMILY HOLDINGS LLC

By: [Signature] Pres
Printed Name: Tom Hastings
Title: President
Street Address: 16001 So 152nd
City, State & Zip: 68138 Omaha NE

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 20 day of May 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Hastings (Name), President (Title) of HASTINGS FAMILY HOLDINGS LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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



Janeice L Rawles
Notary Public

My Appointment Expires:

2/25/2016

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

A handwritten signature or mark, possibly initials, located at the bottom right of the page.

EXHIBIT A

DESCRIPTION:

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence South $01^{\circ}09'47''$ East, coincident the east line of said Northeast Quarter, 660.00 feet; thence South $88^{\circ}09'08''$ West, 40.00 feet to the Point of Beginning; thence coincident with a line 40 feet west of and parallel with the east line of said Northeast Quarter, South $01^{\circ}09'47''$ East, 330.00 feet; thence South $88^{\circ}09'08''$ West, 165.65 feet; thence North $01^{\circ}09'47''$ West, 23.38 feet; thence North $88^{\circ}50'13''$ East, 135.64 feet; thence coincident with a line 70 feet west of and parallel with the east line of said Northeast Quarter, North $01^{\circ}09'47''$ West, 306.68 feet; thence North $88^{\circ}09'08''$ East, 30.00 feet to the Point of Beginning, containing 10,847 square feet, or 0.249 acres, more or less.



City Project: Waverly Road
Parcel No. 2F221503-3010

PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **HASTINGS FAMILY HOLDINGS LLC**, a Nebraska limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

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

SECTION ONE
GRANT OF PERMANENT EASEMENT

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

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



SECTION TWO
RESTRICTED USE BY GRANTOR

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

SECTION THREE
WARRANTY OF TITLE

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

SECTION FOUR
EFFECT OF AGREEMENT

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

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

GRANTOR:

HASTINGS FAMILY HOLDINGS LLC

By: [Signature] Pres.
Printed Name: Tom Hastings
Title: President
Street Address: 10001 So 152nd St
City, State & Zip: Omaha, NE, 68138

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

A handwritten mark, possibly a signature or initials, consisting of a circle with a cross inside, located in the bottom right corner of the page.

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 20 day of May 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Hastings (Name), President (Title) of HASTINGS FAMILY HOLDINGS LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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



Janeice L. Rawles
Notary Public

My Appointment Expires: 2/25/2016

2/25/2016

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

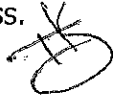
[Handwritten initials]

EXHIBIT A

DESCRIPTION:

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the northeast corner of said Northeast Quarter; thence South $01^{\circ}09'47''$ East, coincident the east line of said Northeast Quarter, 660.00 feet; thence South $88^{\circ}09'08''$ West, 40.00 feet; thence coincident with a line 40 feet west of and parallel with the east line of said Northeast Quarter, South $01^{\circ}09'47''$ East, 315.06 feet to the Point of Beginning; thence continuing South $01^{\circ}09'47''$ East, 14.94 feet; thence South $88^{\circ}09'08''$ West, 155.65 feet; thence North $01^{\circ}50'52''$ West, 14.94 feet; thence North $88^{\circ}09'08''$ East, 155.83 feet to the Point of Beginning, containing 2,326 square feet, or 0.053 acres, more or less.



City Project No. Waverly Road
Parcel No. 2F221503-3011

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 2015, by and between **HASTINGS FAMILY HOLDINGS LLC**, a Nebraska limited liability company, hereinafter called Grantor, and the **CITY OF EDGERTON, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereinafter called Grantee.

NOW, THEREFORE, for the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including but not limited to access to the property; productivity, convenience, use to be made of the property remaining; view; severance of the tract; changes of grade; loss or impairment of access; loss of landscaping, trees and shrubbery; loss of fences; damage to property remaining due to change of grade; medians; and increased water run-off or drainage as indicated on the construction plan; the sufficiency of which is hereby acknowledged, the Grantor does hereby grant to Grantee, its successors and assigns, a Temporary Construction Easement in, on, over, under and through the following described real estate, to wit:

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

The above described easement is to be used for the purpose of constructing, grading, improving, reconstructing and inspecting the project shown by the plans of said proposed improvement. This Temporary Construction Easement includes the right of ingress and egress in, on, over, under and through the above-described real estate.



This Temporary Construction Easement shall be for a two (2) year period starting with the date of the Construction Work Order (CWO) which begins the project and expiring two (2) years thereafter, or _____, 20____, whichever is the earliest date. Grantor agrees that if the project is delayed and not completed within the temporary construction easement area prior to the expiration date set forth herein, Grantee, upon the filing of an Affidavit of Notice of Extension of Temporary Construction Easement with the Record and Tax Administration in Johnson County, Kansas, shall be granted a period of time not to exceed one (1) year from the original expiration date, to complete said project within the easement area. In no event shall the actual work of the project within the temporary construction easement area exceed a time period of two years.

For one year after the expiration date or extension of the expiration date set forth in this easement, Grantee shall have the right to perform maintenance work on or repair of the improvement and to perform landscaping work related thereto.

Grantor reserves the right to fully use and enjoy the premises except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

After completion of construction, Grantee shall restore the premises and improvement within the temporary construction easement to as near as possible the conditions set out in the project plans and specifications. Said improvement within the temporary construction easement shall be permanent.

Grantee agrees to restore the temporary construction easement by seeding, replacement of sod or paving as set out in the improvement plans and specifications. Grading within the temporary construction easement may result in a permanent grade change.

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

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantee, and it is understood that this agreement cannot be changed or altered in any way except by writing, legally signed by both Grantor and Grantee.

TO THESE COVENANTS, the Grantor does hereby consent and agree.

IN WITNESS WHEREOF, the parties above named have hereunto set their hands and seals the date first above written.

A handwritten signature or mark, possibly a stylized 'X' or a signature, located below the text 'and seals the date first above written.'

GRANTOR:

HASTINGS FAMILY HOLDINGS LLC

By: Tam K. Hastings Pres
Printed Name: Tam Hastings
Title: President
Street Address: 10001 So 152nd
City, State & Zip: Omaha, NE 68138

GRANTEE:

CITY OF EDGERTON, KANSAS,
A Municipal Corporation

By: _____
Beth Linn, City Administrator

ATTEST:

Janeice Rawles, City Clerk

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this 20 day of May, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Tom Hastings (Name), President (Title) of HASTINGS FAMILY HOLDINGS LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

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

My Appointment Expires: 2/25/2016



Janeice L. Rawles
Notary Public

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

BE IT REMEMBERED, That on this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **BETH LINN**, City Administrator of the City of Edgerton, Kansas, and **JANEICE RAWLES**, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

My Appointment Expires:

Notary Public

[Handwritten initials]

EXHIBIT A

DESCRIPTION:

All that part of the Northeast Quarter of Section 3, Township 15 South, Range 22 East, Johnson County, Kansas, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence North $01^{\circ}09'47''$ West, coincident the east line of said Northeast Quarter, 990.00 feet; thence South $88^{\circ}20'31''$ West, 40.00 feet to the Point of Beginning; thence continuing South $88^{\circ}20'31''$ West, 35.00 feet; thence coincident with a line 75 feet west of and parallel with the east line of said Northeast Quarter, North $01^{\circ}09'47''$ West, 330.00 feet; thence North $88^{\circ}20'31''$ East, 35.00 feet; thence coincident with a line 40 feet west of and parallel with the east line of said Northeast Quarter, South $01^{\circ}09'47''$ East, 330.00 feet to the Point of Beginning, containing 11,550 square feet, or 0.265 acres, more or less.

A handwritten signature or mark, possibly a stylized 'H' or 'J', enclosed within a circular loop.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Final Acceptance of 2014 Asphalt Patching (Edgewood Cut Outs) and Authorize Final Payment

Department: Public Works

Background/Description of Item: On October 14, 2014 Edgerton City Council approved the contract with Killough Construction, Inc. to construct the 2014 Asphalt Patching (Edgewood Cut Outs) project. Final cost of the project was \$55,312.80.

The 2015 Special Highway Fund Budget includes the expenditure for the 2014 Asphalt Patching (Edgewood Cut Outs) in 2014 for \$27,617. Staff originally anticipated this project would be completed in 2014. However, when the project was first put out for bid several contractors expressed concern about the unknown magnitude of base repair needed for the project. Staff suspended the bid and performed several core samples of the roadway to better understand the magnitude of the road failure. This information was provided to the bidders prior to the opening of bids in October. The low bid is approximately \$27,695 higher than the budgeted amount. However, due to the severity of the road failure and the CARS overlay project scheduled for 2015 city council approved the project.

The approved 2015 Special Highway Fund Budget includes a fund balance at the end of 2015 over \$75,000. Staff would recommend allocated additional funding from the fund balance to complete this project. Because the funding was budgeted in 2014 not 2015, staff anticipates preparing a budget amendment for consideration by council in August 2015 to increase the budget authority to reflect the entire expenditure in 2015.

The 2014 Asphalt Patching (Edgewood Cut Outs) project is now complete. The City's Construction Inspector with BG Consultants has indicated that the project has been completed in general conformance to the plans and specifications approved by the City Of Edgerton. Staff recommends final acceptance of the project in order to release final payment to the contractor and begin the warranty period.

Enclosure: Email from BG Consultants regarding completion
Special Highway 2014-2015 budget

Recommendation: Approve Final Acceptance of 2014 Asphalt Patching (Edgewood Cut Outs) and Authorize Final Payment

Funding Source: Special Highway Fund

Prepared by: Beth Linn, City Administrator
Date: May 26, 2015

Beth Linn

From: Jon Carlson <jon.carlson@bgcons.com>
Sent: Friday, May 22, 2015 2:14 PM
To: Beth Linn
Cc: David Hamby; Mike Mabrey
Subject: Edgerton Patching Project
Attachments: Edgerton Patching Project.pdf

Beth,

As of May 1, 2015 Killough Construction has completed all items of work for the Patching Project. To the best of my knowledge this work has been completed in general conformance to the Plans and Specifications of the contract with Killough Construction. Please see the attached Field Report for this work.

This project can be accepted by the City of Edgerton at their discretion.

Respectfully submitted,

Jon Carlson



Jon Carlson | Senior Construction Inspector
BG Consultants, Inc.
1405 Wakarusa Drive | Lawrence, KS 66049
P: 785.749.4474 | F: 785.749.7340
www.bgcons.com

City of Edgerton
Special Highway Fund
2015 Budget

	<u>2014 Estimate</u>	<u>2015 Proposed</u>
Beginning Balance 1/1	\$ 168,128	\$ 131,992
Revenues	\$ 43,340	\$ 43,690
Expenditures	<u>\$ (79,476)</u>	<u>\$ (100,453)</u>
Revenues Over (Under Expenditures)	\$ (36,136)	\$ (56,763)
Ending Balance, 12/31 Projected	<u><u>\$ 131,992</u></u>	<u><u>\$ 75,229</u></u>

Expenditure Detail:

2014 Chip & Seal	\$ 51,859	
Edgewood Cut Outs	\$ 27,617	
2015 Chip Seal		\$ 28,033
CARS Project w/Johnson County (Edgewood/207th)		\$ 42,420
Prepwork at 7th/6th/Heather Knoll)		\$ 30,000
	<u><u>\$ 79,476</u></u>	<u><u>\$ 100,453</u></u>

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider An Amendment To The Cooperation Agreement Between The City Of Edgerton, Kansas And The Board Of County Commissioners Of Johnson County, Kansas

Department: Administration

Background/Description of Item: Johnson County is beginning the process to re-qualify for continued participation in the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Programs for Federal Fiscal Years 2016-2018. Edgerton was previously included in the urban county. The Cooperation Agreement between the City and Johnson County for Fiscal Years 2004-2006 contained an automatic renewal provision, which stated: "The COUNTY and CITY agree that this agreement will renew automatically at the end of each three-year qualification period, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period."

If Edgerton elects to continue its participation, then no further action by the City is necessary. If the City elects to be included in the urban county, the City will maintain its eligibility to apply for funding from the urban county's CDBG Program. However, as an included city in the urban county, the City would not be eligible to apply for grants under the Small Cities or State CDBG programs administered by the U.S. Department of Housing and Urban Development (HUD). Also, in remaining part of the urban county, the City automatically participates in the HOME Program, provided that the urban county receives HOME Program funding. This does not preclude the urban county or a unit of local government within the urban county from applying for State Home funds.

If the City elects to be excluded, written notification must be provided both to Johnson County and to HUD no later than June 19, 2015, in order to comply with the timeline established by HUD. An election to be excluded will be effective for the entire three-year period for which the urban county qualifies, unless the City specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

Staff recommends the City of Edgerton elect to remain in the urban county.

The Agreement has been reviewed and approved by City Attorney.

Enclosure: Letter from Chairman Ed Eilert
Cooperation Agreement

Related Ordinance(s) or Statute(s): Resolution No. 07-12-12A

Recommendation: Approve An Amendment To The Cooperation Agreement Between The City Of Edgerton, Kansas And The Board Of County Commissioners Of Johnson County, Kansas, For The Purpose Of Amending The Cooperation Agreement For Participation In The Johnson County Community Development Block Grant (CDBG) And Home Investment Partnerships (HOME) Programs.

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: May 26, 2015

Chairman Ed Eilert
Board of County Commissioners
111 S Cherry Street Suite 3300
Olathe, Kansas 66061



May 6, 2015

Mayor Donald Roberts
P O Box 255
Edgerton, KS 66021

Dear Mayor Roberts:

Johnson County is beginning the process to re-qualify as an urban county for continued participation in the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Programs for Federal Fiscal Years 2016-2018. During Federal Fiscal Years 2013-2015, your city was included in the urban county. This letter is to notify the City of its right to elect to be excluded from the urban county or to remain included.

The Cooperation Agreement between the City and Johnson County for Fiscal Years 2004-2006 contained an automatic renewal provision, which stated: "The COUNTY and CITY agree that this agreement will renew automatically at the end of each three-year qualification period, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period." If the City elects to continue its participation, then no further action by the City is necessary.

If the City elects to be included in the urban county, the City will maintain its eligibility to apply for funding from the urban county's CDBG Program. However, as an included city in the urban county, the City would not be eligible to apply for grants under the Small Cities or State CDBG programs administered by the U.S. Department of Housing and Urban Development (HUD).

Also, in remaining part of the urban county, the City automatically participates in the HOME Program, provided that the urban county receives HOME Program funding. This does not preclude the urban county or a unit of local government within the urban county from applying for State Home funds.

If the City elects to be excluded, written notification must be provided both to Johnson County and to HUD no later than **June 19, 2015**, in order to comply with the timeline established by HUD. An election to be excluded will be effective for the entire three-year period for which the urban county qualifies, unless the City specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

The County must provide a provision in the Cooperation Agreement that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974, as amended. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235. Urban counties requalifying in 2015 for FYs 2016-2018 must incorporate this language into Cooperation Agreements by revision or Amendment.

913-715-0430 office
800-766-3777 TDD
913-715-0440 fax

jocogov.org
f/jocogov
@jocogov

Chairman Ed Eilert
Board of County Commissioners
111 S Cherry Street Suite 3300
Olathe, Kansas 66061



Due to a timeline established by HUD, we are requesting that the city take action on the Amendment as soon as practicable. For the county to satisfy HUD's requirements for requalification, we must receive executed copies of the Amendment and certified copies of the Council Minutes no later than **June 19, 2015**.

We have provided three (3) copies of the Amendment. Please return:

1. All three (3) fully executed copies of the Amendment. One copy of the document will be returned to the city after obtaining county signatures;

AND

2. Three (3) certified copies of the minutes where action on the Amendment was taken by the governing body.

The above documents should be returned no later than June 19, 2015 to:

Viki Schmidt
Community Development Coordinator
11811 South Sunset Drive, Suite 1300
Olathe, Kansas 66061-3441

If you have any questions related to this matter, Ms. Schmidt can be reached at 913-715-8991 or by email at viki.schmidt@jocogov.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Eilert".

Ed Eilert
Chairman of the Board

Enclosure

AMENDMENT TO COOPERATION AGREEMENT

AN AMENDMENT TO THE COOPERATION AGREEMENT BETWEEN THE CITY OF EDGERTON, KANSAS AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, FOR THE PURPOSE OF AMENDING THE COOPERATION AGREEMENT FOR PARTICIPATION IN THE JOHNSON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS.

THIS AMENDMENT is made and entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS**, hereinafter referred to as "COUNTY" and the **CITY OF EDGERTON, KANSAS**, hereinafter referred to as "CITY", each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, on June 5, 2003, the parties hereto entered into a Cooperation Agreement for participation in the COUNTY'S Community Development Block Grant Program ("CDBG Program") and HOME Investment Partnerships Program ("HOME Program"), for each triennial federal fiscal period that the Department of Housing and Urban Development ("HUD") determines that the COUNTY qualifies for "urban county status" under the HUD entitlement CDBG and HOME Programs (the "Cooperation Agreement"); and

WHEREAS, the Cooperation Agreement remains in effect and provides that the same will renew automatically at the end of each three-year period, unless either party hereto provides written notice it elects not to participate in a new qualification period; and

WHEREAS, the Cooperation Agreement provides that the COUNTY and CITY agree to adopt any amendment(s) to the Cooperation Agreement incorporating changes that are necessary to meet HUD requirements for cooperation agreements set forth in any future Urban County Qualification Notice(s) that apply to a subsequent three-year urban county qualification period; and

WHEREAS, on April 17, 2015, HUD issued Community Planning and Development (CPD) Notice CPD-15-04 containing certain instructions for Urban County Qualification for Participation in the CDBG Program for Fiscal Years (FYs) 2016-2018, which requires the COUNTY and CITY to amend their Cooperation Agreement to add a provision pertaining to the use of CDBG funds; and

WHEREAS, the governing body of the CITY did approve and authorize its mayor to execute this Amendment by official action of said governing body on the ____ of _____, 2015; and

WHEREAS, the governing body of the COUNTY did approve and authorize its chairman to execute this Amendment by official action of said governing body on the ____ of _____, 2015.

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

1. **Incorporated Provision.** The COUNTY and CITY hereby amend their Cooperation Agreement by adding and incorporating therein the following new Section XIV:

XIV. USE OF CDBG FUNDS

For purposes of counties wishing to qualify or requalify for HUD entitlement status as urban counties in the CDBG Program, and pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, the COUNTY and CITY hereby expressly acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives

CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

2. **Agreement Status.** All of the terms and conditions of the Cooperation Agreement, including its automatic renewal provision, which is not otherwise modified by, or made inconsistent with, the incorporated provision of this Amendment, shall remain in full force and effect and be made binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the above and foregoing Amendment to be executed in triplicate by their respective and duly authorized officers.

CITY OF EDGERTON, KANSAS

Mayor

ATTEST

City Clerk

APPROVED AS TO FORM:

City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS**

Ed Eilert, Chairman

ATTEST:

Linda Barnes
Clerk of the Board

APPROVED AS TO FORM:

Nicholas Saldan
Assistant County Counselor

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Application FP2015-02, Final Plat, Logistics Park Kansas City, Fourth Plat

Department: Community Development

Background/Description of Item: The City of Edgerton has received Application FP2015-02 for final plat of the Logistics Park Kansas City, Fourth Plat and which is located on the West side of Waverly Road and North of 191st Street. The final plat includes 43.076 acres made up of one lot (36.791 acres), one tract (3.069 acres) and dedication of the extensions of 187th Street and additional ROW along Waverly Road. The property owner intends to operate warehouse facilities as part of Logistics Park Kansas City. A 654,656 (+/-) square foot facility is currently proposed on this lot.

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. Review comments are detailed in the attached staff report and Engineer Comments. The primary items that were brought up by staff include the need for a cross access easement along the Southwest portion of this site (access to 191st Street) and the need for additional drainage easement for areas located within the Special Flood Hazard Area. Staff held a meeting with the applicant to discuss the items that needed to be updated and the applicant has expressed their intent to make all of the changes.

The Edgerton Planning Commission reviewed the application on May 12, 2015. The Planning Commission recommended approval of Application FP2015-02 for Final Plat for Logistics Park Kansas City, Fourth Plat subject to compliance with the following stipulations as listed in the staff report dated April 7, 2015:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. 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. 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.

Enclosure: Staff Report from May 12, 2015 Planning Commission
Final Plat
Final Plat Application FP2015-02 for Logistics Park Kansas City, Fourth Plat

Recommendation: Approve Application FP2015-02, Final Plat, Logistics Park Kansas City, Fourth Plat located on the West side of Waverly Road and North of 191st Street.

Funding Source: N/A

Prepared by: Kenneth Cook, Community Development Director
Date: May 26, 2015



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Edgerton, KS 66021
P: 913.893.6231
EDGERTONKS.ORG

STAFF REPORT

April 30, 2015

To: Edgerton Planning Commission
Fr: Kenneth Cook, AICP, CFM, Community Development Director
Re: FP2015-02 Final Plat for Logistics Park Kansas City, Fourth Plat

APPLICATION INFORMATION

Applicant/Property Owner: Edgerton Land Holding Company

Requested Action: Final Plat – Logistics Park Kansas City – Fourth Plat

Legal Description: See Final Plat attached

Site Address/Location: West side of Waverly Road and North of 191st Street

Existing Zoning and Land Uses: City of Edgerton L-P Logistics Park on vacant land

Existing Improvements: None

Site Size: 43.076 Acres

PROJECT DESCRIPTION

This is additional development of the Logistics Park Kansas City by Edgerton Land Holding Company (ELHC), a subsidiary of NorthPoint Development. The property will serve the BNSF intermodal facility to the northwest of the subject site. The intermodal facility's purpose is to transfer loaded cargo containers from trains to trucks. LPKC is a 1500 acre master planned development. ELHC, the applicant for this project, is BNSF's partner for developing warehousing which is planned to eventually surround the intermodal facility.

The subject property is located to the North of 191st Street on the West side of Waverly Road and is zoned L-P, Logistics Park. The City's Unified Development Code (UDC) defines this district as a limited multimodal industrial zone created to support activities related to truck, rail and other transport services. The property is located within the first phase of development and has an approved preliminary plat and preliminary site plan. The applicants have submitted a Final Site Plan but have agreed to withhold that request to allow time for some of the other projects that they have been working on to be finished. The proposed subdivision includes one lot-36.791 acres, one tract-3.069 acres (stormwater detention), the dedication of a proposed public street (187th Street) and the dedication of additional ROW width along Waverly Road. The Site Plan that has been submitted for this Lot 4 shows a proposed 654,656 square foot warehouse.

INFRASTRUCTURE AND SERVICES

Infrastructure was reviewed previously per the rezoning and preliminary plat. Some conditions continue to exist as noted below.

- a. While Waverly Road is currently graveled, it is planned for future improvement to support intermodal and logistics park traffic. The City of Edgerton is currently in the process of working with a design/build firm for the construction of improvements of Waverly Road. Construction of Waverly Road and the grade separation at the intermodal lead tracts is expected to commence in early May and be complete by the end of 2015. 187th Street has already been complete to the West of the subject property and is also proposed to be completed as part of the Waverly Road Project. 191st Street West of Waverly is paved/heavy haul.
- b. The property is located within the Big Bull Creek watershed, which flows south from 167th Street to the southern edge of the county at Homestead Lane.
- c. Small areas of the plat included in this plat are located with the Special Flood Hazard Area (1% annual chance). This includes area in the Southeast of Lot 4 and the East and South of Tract B.
- d. The property does not currently have sanitary sewer service.
- e. The property is located within the service area of Rural Water District No. 7. A 12-inch water main is located along the Waverly Road property frontage. A 12-inch water main also appears to exist within the existing ROW for 187th Street located to the West of the property, although it does not appear to extend across the North part of the subject property at this time.
- f. Police protection is provided by the Johnson County Sheriff's Department under contract with the City of Edgerton. Fire protection is provided by Johnson County Rural Fire District No. 1. A fire station is located in the City of Edgerton, approximately 1.5 miles to the west.

FINAL PLAT REVIEW

Staff 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. Review comments are listed below.

1. Scale, the same used for the preliminary plat; North point; vicinity map. *A different scale is being used for the Final Plat as the Final Plat only includes a portion of the area shown in the Preliminary Plat. The change in scale allows for the Final Plat to show improved detail and staff considers the change acceptable. **Final Plat complies.***
2. 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. **Final Plat complies.**
3. 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 monumented with a 2" x 24" metal bar. **Update Final Plat**
 - *The plat currently shows all monuments being ½" x 24" Rebar while the regulations require 2" x 24" metal bar. Staff believes that the 2" measurement is a typographical error and that it should be ½".*
 - *Check dimension along west line of subdivision for 187th Street. The Final Plat for LPKC, Third Plat shows the dimensions for each half of this ROW as being*

25.02'. The current plat shown a single dimension of 50.03'.

4. 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 corners or other base line shown on the plat and readily reproducible on the ground. ***Final Plat complies.***
5. Individual notations and a TABLE showing: lot area, setbacks, and building envelopes. *The lot number and acreage calculation does not match the plat. Update Final Plat.*
6. A number for each lot, starting (if practical) in the northwest corner. *Staff suggests that the numbering of lots should match the numbering as shown on the Preliminary Plat. Based upon this information the lot would be considered Lot 6. The Preliminary Plat which was approved shows a larger area East and South of Tract B as a tract. Staff would suggest that this entire tract should be dedicated at this time as part of tract B. The current drawing leaves Tract B as a landlocked parcel. Update Final Plat.*
7. All easements with widths, and roads with curve data. ***Update Final Plat.***
 - *The dedication of the pedestrian easement lists City Engineer and should possibly be changed to City Community Development Director.*
 - *A cross access easement should be shown for the Southwest portion of this lot to provide access to a possible future lot that could be located just to the East. The Preliminary Plat shows a shared access point at this location and staff will not recommend any additional access points off of 191st Street. Staff will be discussing access point with City Engineer to make sure that it will not conflict with access point shown for TSL across the street.*
 - *The abbreviation of SS/E is not listed in the legend but is shown on the plat along the 191st Street ROW.*
 - *Easement descriptions along the Northern portion of Waverly Road include the designation of W/E while the legend specifies WL/E*
8. Ingress/egress limitations if required. ***Final Plat complies.***
9. The location of existing utility easements. ***Final Plat complies.***
10. A written legal description from the survey. *The legal description does not match the dimension shown at the Southeast corner of the proposed lot. The drawing shows a 40' line segment extending West from the ROW for Waverly Road while the description includes a 90-foot measurement. Update Final Plat.*
11. An instrument of dedication for all roads and easements. *The dedication of the pedestrian easement lists City Engineer and should be changed to City Community Development Director. Update Final Plat*
12. Special notations required as a condition of platting by the Planning Commission. ***Final Plat complies.***
13. Approved phases – clearly delineated. *Not proposed to be developed in phases. Final Plat complies.*
14. Private travel easements. *Staff suggests that an access easement needs to be shown along the Southern extension of the Lot in order to provide shared access to any future lots that may be developed as shown on the Preliminary Plat. Update Final Plat.*
15. The Owner's Certificate with Notary Seal. ***Final Plat Complies.***
16. Certificate of the Governing Body with City Clerk's attest and Seal. ***Final Plat Complies.***
17. Edgerton City Planning Commission chair and secretary approval. *The existing Chairperson of the Planning Commission is Chuck Davis. Update Final Plat.*

18. Certificate of the Register of Deeds. ***Register of Deeds uses their own stamp. No certificate required. Final Plat Complies***
19. Surveyor's Certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor. ***County Surveyor uses their own stamp. No certificate required. Final Plat Complies***
20. Certificate of the Zoning Administrator. ***Zoning Administrator is Kenneth A. Cook. Update Final Plat.***

RECOMMENDATION

City staff recommends approval of the Final Plat for Logistics Park Kansas City, Southeast, Second Plat, subject to compliance with the following stipulations:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. 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. 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.

ATTACHMENTS

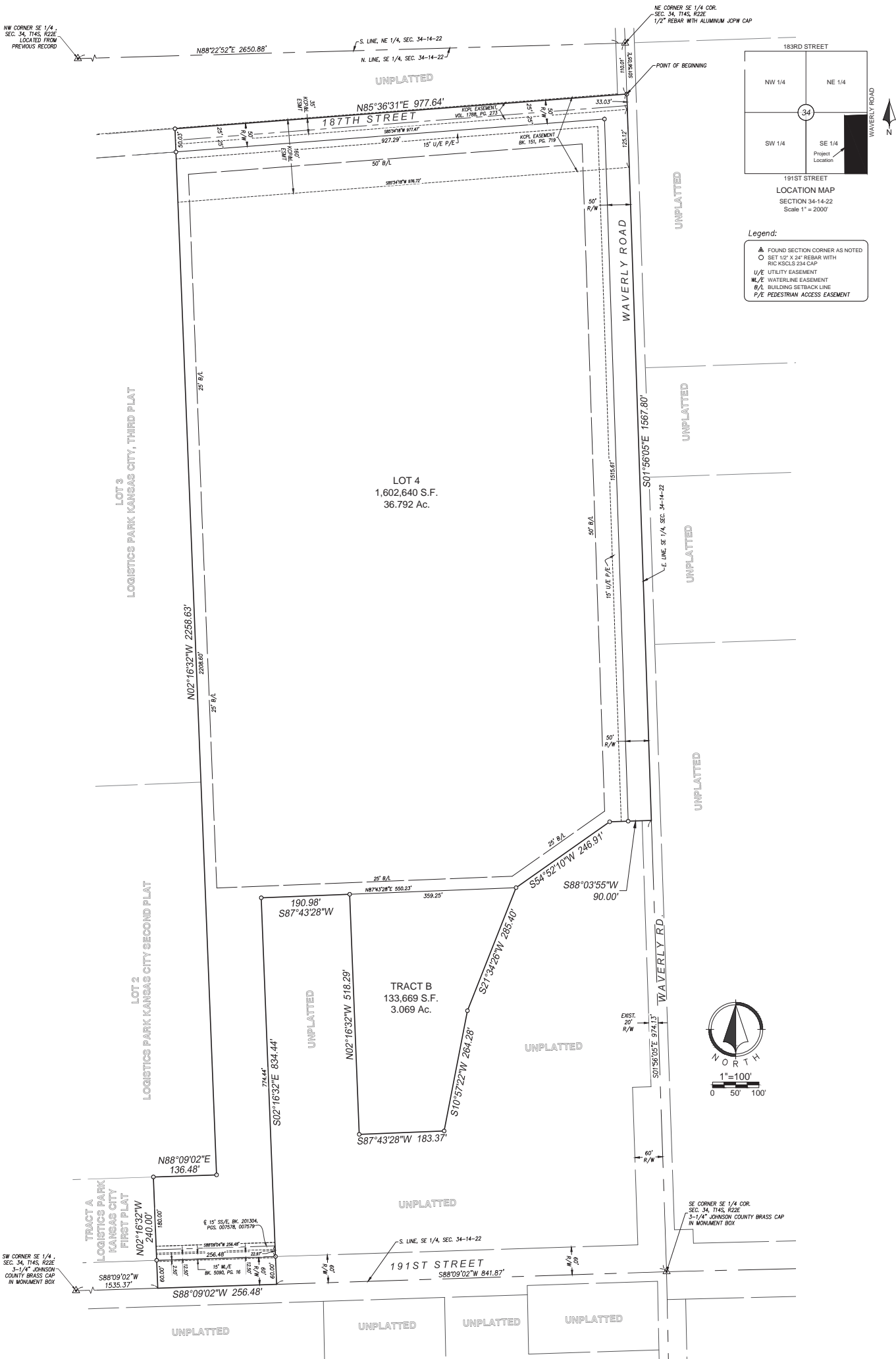
Application FP2015-02

Final Plat for Logistics Park Kansas City, Fourth Plat

FINAL PLAT

LOGISTICS PARK KANSAS CITY, FOURTH PLAT

PART OF THE E 1/2 OF THE SE 1/4, SECTION 34, TOWNSHIP 14 SOUTH, RANGE 22 WEST
IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS



LOT INFORMATION					
LOT NO.	LOT AREA	FRONT SETBACK	SIDE SETBACK	REAR SETBACK	BUILDING ENVELOPE
3	1,602,640 S.F. 36.792 Acres	50'	25'	25'	1,304,419 S.F. 29.945 Acres
R/W	140,097 S.F. 3.216 Acres				

NOTES:

Basis of Bearings: Kansas North Zone, U.S. State Plane, NAD 83 HARN
N 88°09'02" E, along the South line of the SE 1/4 of Section 34-T14S-R22E.

CLOSURE CALCULATIONS:
Precision, 1 part in: 485924.42
Error distance: 0.02
Error direction: S03°12'02"W
Perimeter: 8050.70'

All distances shown on this plat are in ground feet.

DESCRIPTION

All that part of the East One-Half of the Southeast Quarter of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence coincident with the east line of said Southeast Quarter, South 01°56'05" East, 110.01 feet to the Point of Beginning; thence coincident with said east line, South 01°56'05" East, 1567.80 feet; thence departing said east line, South 88°03'55" West, 90.00 feet; thence South 54°52'10" West, 246.91 feet; thence South 21°34'28" West, 285.40 feet; thence South 10°57'22" West, 264.28 feet; thence South 87°43'28" West, 183.37 feet; thence North 02°16'32" West, 518.29 feet; thence South 87°43'28" West, 190.98 feet; thence South 02°16'32" East, a distance of 834.44 feet to the south line of said Southeast Quarter; thence coincident with said south line, South 88°09'02" West, 256.48 feet to the east line of LOGISTICS PARK KANSAS CITY, FIRST PLAT, a subdivision of land in said City; thence coincident with said east line, North 02°16'32" West, 240.00 feet to the south line of LOGISTICS PARK KANSAS CITY, SECOND PLAT, a subdivision of land in said City; thence coincident with said south line, North 88°09'02" East, 136.48 feet to the southeast corner of said LOGISTICS PARK KANSAS CITY, SECOND PLAT; thence coincident with the east line of said LOGISTICS PARK KANSAS CITY, SECOND PLAT and the east line of LOGISTICS PARK KANSAS CITY, THIRD PLAT, a subdivision of land in said City, North 02°16'32" West, 2258.63 feet to the northwest corner of said LOGISTICS PARK KANSAS CITY, THIRD PLAT; thence North 88°36'31" East, 977.64 feet, to the Point of Beginning, containing 1,876,406 square feet, or 43.076 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, FOURTH PLAT".

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys 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 absoles 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.

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 Engineer of the City of Edgerton, Kansas.

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.

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this ____ day of _____, 20__.

ELHC V, LLC

Nathaniel Hagedorn, Managing Member

STATE OF KANSAS)
COUNTY OF JOHNSON) SS

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, Managing Member of ELHC V, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing 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 Commission of the City of Edgerton, Johnson County, Kansas, on this ____ day of _____, 20__.

Phyllis Harris Davis, Chairperson Maria O'Neill, Secretary

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

Attest: _____
Donald Roberts, Mayor Janice Rawles, City Clerk

APPROVED by the Zoning Administrator on this ____ day of _____, 20__.

Mike Mabrey, Zoning Administrator

SURVEYORS CERTIFICATION

This is to certify on the 20th day of March, 2015 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards for Boundary Surveys" pursuant to K.S.A. 74-1037.

Roger B. Dill LS-1408

LOGISTICS PARK KANSAS CITY, FOURTH PLAT

Prepared For:
ELHC V, LLC
5015 NW Canal Street, Suite 200
Riverside, MO 64150
(816) 888-7380

Date of Preparation: _____
March 26, 2015



5150 NW Canal Street, Suite 100
Riverside, Missouri 64150
816.800.0950
www.ri-consult.com

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Application FP2015-04, Final Plat, Water Tower

Department: Community Development

Background/Description of Item: The City of Edgerton has received Application FP2015-04 for final plat of the Water Tower Plat and which is located on the North side of 196th Street and West of Waverly Road. Staff has suggested to the applicant that the name of the Plat be changed to match the plats which will occur on the other properties that were also included on the Preliminary Plat for this area. The final plat includes 6.651 acres (with the lot containing only 0.59 acres) and which includes the dedication of additional ROW along 196th Street and Waverly Road. A Water Tower is currently under construction as part of Logistics Park Kansas City. The Water tower will be deeded to Water District #7 upon completion.

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. Review comments are detailed in the attached staff report and Engineer Comments.

The Edgerton Planning Commission reviewed the application on May 12, 2015. The Planning Commission recommended approval of Application FP2015-04 for Final Plat for Water Tower subject to compliance with the following stipulations as listed in the staff report dated April 30, 2015:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. 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. 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.

Enclosure: Staff Report from May 12, 2015 Planning Commission
Final Plat
Final Plat Application FP2015-04 for Water Tower

Recommendation: Approve Application FP2015-04, Final Plat, Water Tower located on the North side of 196th Street and West of Waverly Road.

Funding Source: N/A

Prepared by: Kenneth Cook, Community Development Director
Date: May 26, 2015



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Edgerton, KS 66021
P: 913.893.6231
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STAFF REPORT

May 7, 2015

To: Edgerton Planning Commission
Fr: Kenneth Cook, AICP, CFM, Community Development Director
Re: FP2015-04 Final Plat for 196th Street Water Tower

APPLICATION INFORMATION

Applicant/Property Owner: Edgerton Land Holding Company

Requested Action: Final Plat – 196th Street Water Tower

Legal Description: See Final Plat attached

Site Address/Location: 31310 W 196th Street – North Side of 196th Street 900 feet West of Waverly Road

Existing Zoning and Land Uses: City of Edgerton L-P Logistics Park on vacant land

Existing Improvements: None – Water tower under construction

Site Size: Lot – 0.59 Acres; Total – 6.651 Acres (includes ROW for new 196th Street and additional ROW on Waverly)

PROJECT DESCRIPTION

This is additional development of the Logistics Park Kansas City by Edgerton Land Holding Company (ELHC), a subsidiary of NorthPoint Development. The Final Plat shows a 25,900 square foot lot that will contain a water tower with associated parking and driveway. Construction of the water tower is part of the infrastructure identified in the three-party Plan of Finance for Logistics Park Kansas City entered into by the City of Edgerton, Burlington Northern Santa Fe (BNSF) Railway and Edgerton Land Holding Company. The project will be constructed by Edgerton Land Holding Company; however, once complete the infrastructure will be deeded to Johnson County Water District No. 7. The tower will supplement fire flows to serve Logistics Park Kansas City.

The subject property is located North of proposed 196th Street which will be constructed as part of the Waverly Road Design-Building project that the city has been working on with Clarkson Construction and HDR. As part of the Final Plat being submitted, Edgerton Land Holding Company is including the right-of-way dedication for the proposed 196th Street and for the additional ROW required along Waverly Road.

INFRASTRUCTURE AND SERVICES

Infrastructure was reviewed previously per the rezoning and preliminary plat. Some conditions continue to exist as noted below.

- a. While Waverly Road is currently graveled, it is planned for future improvement to support intermodal and logistics park traffic. The City of Edgerton is currently in the process of working with a design/build firm for the construction of improvements of Waverly Road. Construction of Waverly Road and the grade separation at the intermodal lead tracts is expected to commence in early May and be complete by the end of 2015. This construction project will also include the construction of 196th Street.
- b. The property is located within the Big Bull Creek watershed, which flows south from 167th Street to the southern edge of the county at Homestead Lane.
- c. Small areas of the plat included in this plat are located with the Special Flood Hazard Area (1% annual chance). This includes area in the Southeast of Lot 4 and the East and South of Tract B.
- d. The property does not currently have sanitary sewer service.
- e. The property is located within the service area of Water District No. 7. A 12-inch water main is located along Waverly Road. The property is being developed for the construction and operation of a water tower needed to provide adequate fire flow in the surrounding area.
- f. Police protection is provided by the Johnson County Sheriff's Department under contract with the City of Edgerton. Fire protection is provided by Johnson County Fire District No. 1. A fire station is located in the City of Edgerton, approximately 1.5 miles to the west.

FINAL PLAT REVIEW

Staff 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. Review comments are listed below.

1. Scale, the same used for the preliminary plat; North point; vicinity map. *A different scale is being used for the Final Plat as the Final Plat only includes a portion of the area shown in the Preliminary Plat. The change in scale allows for the Final Plat to show improved detail and staff considers the change acceptable. **Final Plat complies.***
2. 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. *A metes and bounds description of the tract needs to be added. **Update Final Plat.***
3. 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 monumented with a 2" x 24" metal bar. **Update Final Plat**
 - *The plat currently shows all monuments being ½" x 24" Rebar while the regulations require 2" x 24" metal bar. Staff believes that the 2" measurement is a typographical error and that it should be ½".*
 - *Verify if the Southeast and Southwest section monuments of the Southeast corner should also be shown.*
4. 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 corners or other base line shown on the plat and readily reproducible

- on the ground. ***Final Plat complies.***
5. Individual notations and a TABLE showing: lot area, setbacks, and building envelopes. ***Not included. Update Final Plat.***
 6. A number for each lot, starting (if practical) in the northwest corner. ***Staff suggests that the numbering of lots should match the numbering as shown on the Preliminary Plat. Based upon this information the lot would be considered Lot 3. Update Final Plat.***
 7. All easements with widths, and roads with curve data. ***Final Plat Complies.***
 8. Ingress/egress limitations if required. ***Final Plat complies.***
 9. The location of existing utility easements. ***Final Plat complies.***
 10. A written legal description from the survey. ***Final Plat complies.***
 11. An instrument of dedication for all roads and easements. ***Final Plat complies.***
 12. Special notations required as a condition of platting by the Planning Commission. ***Final Plat complies.***
 13. Approved phases – clearly delineated. ***Not proposed to be developed in phases. Final Plat complies.***
 14. Private travel easements. ***Final Plat complies.***
 15. The Owner's Certificate with Notary Seal. ***Final Plat Complies.***
 16. Certificate of the Governing Body with City Clerk's attest and Seal. ***Final Plat Complies.***
 17. Edgerton City Planning Commission chair and secretary approval. ***The existing Final Plat complies.***
 18. Certificate of the Register of Deeds. ***Register of Deeds uses their own stamp. No certificate required. Final Plat Complies***
 19. Surveyor's Certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor. ***County Surveyor uses their own stamp. No certificate required. Final Plat Complies***
 20. Certificate of the Zoning Administrator. ***Final Plat complies.***

RECOMMENDATION

City staff recommends approval of the Final Plat for 196th Street Water Tower, subject to compliance with the following stipulations:


1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. 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. 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.

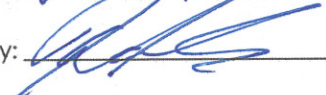
ATTACHMENTS

Application FP2015-03

Final Plat for 196th Street Water Tower

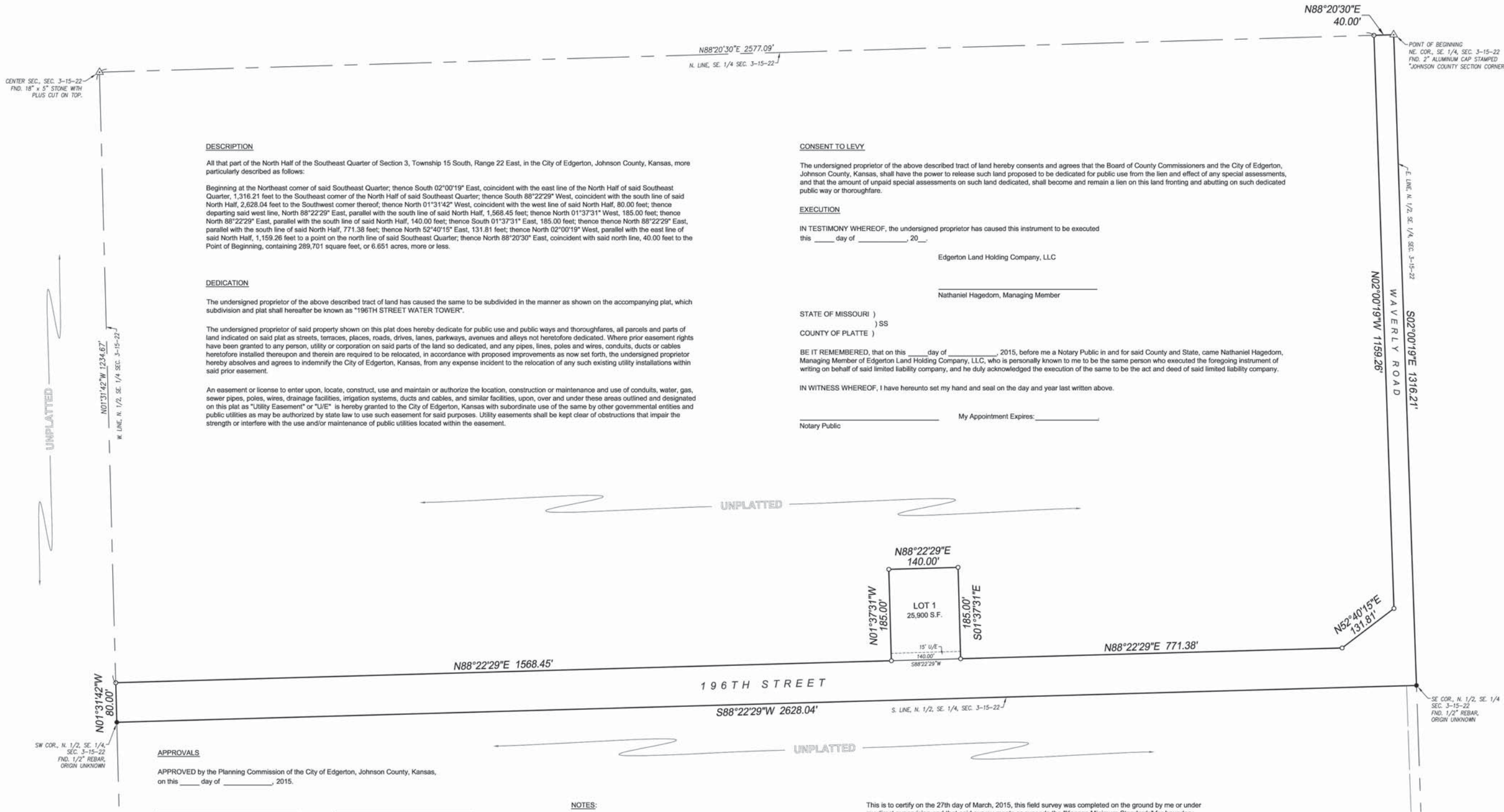
NAME OF PROPOSED SUBDIVISION: 196th Street Water TowerLOCATION OR ADDRESS OF SUBJECT PROPERTY: Approx. 865 ft West of Waverly Rd. on 196th StLEGAL DESCRIPTION: Please see attached.CURRENT ZONING ON SUBJECT PROPERTY: L-P CURRENT LAND USE: Water Tower & Public R/WTOTAL AREA: 6.651 Acres NUMBER OF LOTS: 1 AVG. LOT SIZE: 29,500 Sq. Ft.DEVELOPER'S NAME(S): John Thomas PHONE: 816-888-7640COMPANY: Edgerton Land Holding Company, LLC FAX: john@northpointkc.comMAILING ADDRESS: 5015 NW Canal Street, Suite 200, Riverside, MO 64150
Street City State ZipPROPERTY OWNER'S NAME(S): John Thomas PHONE: 816-888-7640COMPANY: Edgerton Land Holdings, LLC FAX: john@northpointkc.comMAILING ADDRESS: 5015 NW Canal Street, Suite 200, Riverside, MO 64150
Street City State ZipENGINEER'S NAME(S): Chip Corcoran PHONE: 913-317-9500COMPANY: RIC FAX: 816-800-0951MAILING ADDRESS: 5015 NW Canal Street, Suite 100 Riverside, MO 64150
Street City State ZipSIGNATURE OF OWNER OR AGENT: 
If not signed by owner, authorization of agent must accompany this application.

NOTE: Ten (10) copies of the proposed preliminary plat must accompany this application for staff review. One (1) reduced copy (8 1/2 x 11) must also be submitted with the application.

FOR OFFICE USE ONLYCase No.: RZ-2015-04 Amount of Fee Paid: \$ 310⁰⁰ Date Fee Paid: 5-8-15 Receipt # _____Received By:  Date of Hearing: _____**FINAL PLAT INSTRUCTIONS**

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.

FINAL PLAT
196TH STREET WATER TOWER
A SUBDIVISION IN THE CITY OF EDGERTON, JOHNSON COUNTY, KANSAS



LEGEND:
△ FOUND SECTION CORNER AS NOTED
● FOUND MONUMENT AS NOTED
○ SET 1/2" X 24" REBAR WITH RIC KSCLS 234 CAP
U/E UTILITY EASEMENT



APPROVALS

APPROVED by the Planning Commission of the City of Edgerton, Johnson County, Kansas,
on this ____ day of _____, 2015.

Chuck Davis, Chairperson Maria O'Neill, Secretary

APPROVED by the Governing Body of the City of Edgerton, Johnson County, Kansas,
on this ____ day of _____, 2015.

Donald Roberts, Mayor Janeice Rawles, City Clerk

APPROVED by the Zoning Administrator,
on this ____ day of _____, 2015.

Kenneth A. Cook, Zoning Administrator

NOTES:

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

CLOSURE CALCULATIONS:

Precision, 1 part in: 4550336.599'
Error distance: 0.002'
Error direction: N80°30'49"E
Perimeter: 8205.150'

All distances shown on this plat are in ground feet.

This is to certify on the 27th day of March, 2015, this field survey was completed on the ground by me 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

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.

EXECUTION

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed
this ____ day of _____, 20__.

Edgerton Land Holding Company, LLC

Nathaniel Hagedorn, Managing Member

STATE OF MISSOURI)
) SS
COUNTY OF PLATTE)

BE IT REMEMBERED, that on this ____ day of _____, 2015, before me a Notary Public in and for said County and State, came Nathaniel Hagedorn, Managing Member 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 said limited liability company, and he 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.

Notary Public

My Appointment Expires: _____

196TH STREET WATER TOWER

Prepared For:

Edgerton Land Holding Company, LLC
5015 NW Canal Street, Suite 200
Riverside, MO 64150
(816) 888-7380

Date of Preparation:
April 2, 2015



1138 West Cambridge Circle Drive
Kansas City, Kansas 66103

913.317.9500
www.rio-consult.com

Gardner Edgerton Chamber of Commerce



109 E Main St, PO Box 402, Gardner, KS 66030

May 20, 2015

City of Edgerton
Attn: Mayor & City Council
404 E Nelson
Edgerton, KS 66021

Dear Mayor & City Council:

The Gardner Edgerton Chamber of Commerce is excited to partner with the City of Edgerton to begin providing important programs and services to residents, visitors, and potential new businesses in our community. This year the City of Edgerton supported the Chamber at a basic member level (\$300), in addition to sponsoring and participating in various Chamber events. For one more year we're asking the City of Edgerton to continue that relationship with the intention that in 2016 we will come back to the City Council to build and strengthen our relationship.

A chamber of commerce can play a significant role in the pursuit of sustaining a high quality standard of living in a community. While the Gardner Edgerton Chamber of Commerce has not traditionally served the Edgerton community in many capacities, we believe we are making strides to show Edgerton businesses that we can, **AND WILL**, provide valuable services based on their needs. Our assistance will include everything from sharing job postings to general workforce development. We also plan to reach out to all Edgerton businesses later this year to learn more about their needs and connect them with important resources to help them be more successful. In addition to serving the business community, the Chamber also promotes Edgerton as a place to live by providing dozens of housing referrals on a monthly basis. We also assist the City of Edgerton by providing new residents information on area businesses and generally promoting the community as a place to live and work.

In addition to providing community information, the Chamber is also looking for ways to involve itself in community affairs, from participating with community events to serving on committees as needed. We are striving to become the voice of businesses in the area. Our job ultimately is to represent business, all business, in making our community a better place to live, work and operate. We work with a number of partners to accomplish our tasks including, but not limited to, the Southwest Johnson County EDC, MARC, CERL, Johnson County Public Policy Council and more. The results of our work often cannot be measured in simple terms, but in the coming year we will continue to refine the ways in which we account for and report results to both the City Council and the business community.

I look forward to visiting with City Council on Thursday, May 28 to further discuss our plans for the future and provide some details about where we've been. Thank you for your consideration of our request.

Sincerely,

Jason E Camis
President & CEO

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Resolution 05-28-15A Waiving City Requirements Pertaining to the Consumption of Cereal Malt Beverages on Certain Public Property and Noise Restrictions for Frontier Days

Department: Administration

Background/Description of Item: Edgerton Frontier Days will be held June 19-20, 2015. The Edgerton Frontier Days Committee has requested permission to allow the consumption and sale of cereal malt beverages on certain public property with the following stipulations:

- Sale of cereal malt beverages shall be at 307 East Nelson by licensed groups only
- Consumption in the area on Nelson Street between East Third Street and East 4th Street only
- Between the hours of 6:00 p.m. and 11:59 p.m. on Friday, June 19, 2015
- Between the hours of 12:00 p.m. and 11:59 p.m. on Saturday, June 20, 2015

As per K.S.A. 41-2645 Frontier Days is a Special Event and as such; the event must be allowed by ordinance or resolution. A temporary permit must be issued by the City for this event. The fee for this permit can NOT be waived and must be paid to the State of Kansas. The City may allow an open area for consumption of cereal malt beverages as long as the following measures are in place:

- As per K.S.A. 41-2701; beverages must be cereal malt beverages not more than 3.2% alcohol by weight.
- Policing measures must be in place and are the responsibility of the licensed group to insure enforcement. Frontier Days Association maintain responsibility of those served.

Also within this same resolution is permission to waive the City's noise restrictions in order for all to enjoy music as part of the festival on Friday June 20 and Saturday June 21. It is anticipated that both concerts will be completed by 11:59 p.m. each evening.

City staff will inform the Johnson County Sheriff's Office of the proposed request to serve Cereal Malt Beverage (CMB) on the above dates and hours as well as the request to waive the City's noise restrictions.

Enclosure: Resolution 05-28-15A

Related Ordinance(s) or Statute(s): K.S.A. 41-2645; 41-2701; Chapter XI, Article 6 of the Code of the City of Edgerton

Recommendation: Approve Resolution 05-28-15A Waiving City Requirements Pertaining to the Consumption of Cereal Malt Beverages on Certain Public Property and Noise Restrictions for Frontier Days

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: May 26, 2015

RESOLUTION NO. 05-28-15A

RESOLUTION WAIVING CITY REQUIREMENTS PERTAINING TO THE CONSUMPTION OF CEREAL MALT BEVERAGES ON CERTAIN PUBLIC PROPERTY AND NOISE RESTRICTIONS FOR FRONTIER DAYS IN THE CITY OF EDGERTON, KANSAS

WHEREAS, the 2015 annual celebration known as Frontier Days will be June 19 through 20; and

WHEREAS, a request has been received by the City of Edgerton from the Edgerton Frontier Days Association for; and

WHEREAS, Chapter III, Article I, Section 3-202 of the Code of the City of Edgerton authorized the Governing Body to make certain exceptions and exemptions to the provisions of Chapter 3, Article I, Section 3-202 concerning restriction upon location; and

WHEREAS, Chapter III, Article I, Section 3-121 of the Code of the City of Edgerton authorizes the Governing Body to make certain exceptions and exemptions the sale and consumption of cereal malt beverage on public property.

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

SECTION ONE: Finding: That the Governing Body, after receiving a request from the Frontier Days Association, does hereby find and conclude that the proximity of the requested location for the sale and consumption of cereal malt beverages is not adverse to the public welfare or safety and the Governing Body's conclusion in this regard is supported by the fact that the Frontier Days Association has served cereal malt beverages in this location for several years without any adversity to the public welfare or safety.

SECTION TWO: Grant of Waiver: The following exemptions and/or exceptions to provisions in Chapter III, Article I, Section 3-121 and Chapter III, Article 2, Section 3-202 of the Code of the City of Edgerton are hereby approved:

1. The sale and consumption of cereal malt beverages shall be allowed between the hours of 6:00 pm and 11:59 pm on certain public property on June 19, 2015 and between the hours of 2:00 pm and 11:59 pm on June 20, 2015.
2. The distance requirement for the sale of cereal malt beverages is hereby waived and the location of the booth for sale of cereal malt beverage shall be 307 E. Nelson Street by property licensed individuals or groups only.
3. Consumption of cereal malt beverages shall be allowed in an area on Nelson Street between East Third Street and East Fourth Street.
4. No cereal malt beverages may be sold or dispensed in glass bottles or containers, only plastic, paper cups or cans may be used.

SECTION THREE: Edgerton Frontier Days is recognized as a public festival and the provisions of Chapter XI, Article 6 of the Code of the City of Edgerton, Kansas, pertaining to unnecessary and excessive noise, shall not apply to noise and sounds made or generated by the public festival on June 19 and 20, 2015 from 6:00pm to 11:59 pm.

SECTION FOUR - 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 28th DAY OF MAY 2015.

ATTEST:

CITY OF EDGERTON, KANSAS

Janeice Rawles, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

**PARTNERSHIP, FIRM OR ASSOCIATION
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of Edgerton Ks. / Johnson County Ks.

SECTION 1 – LICENSE TYPE

Check One: ☒ New License ☐ Renew License ☐ Special Event Permit

Check One:

☒ License to sell cereal malt beverages for consumption on the premises.

☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 48-1182960

Name of Partnership/Firm/Association
Edgerton Frontier Days Association
Place of Business Street Address

Phone No. 913-238-9359

City Edgerton Zip Code 66021

SECTION 3 – LICENSED PREMISE

Licensed Premise
(Business Location or Location of Special Event)

DBA Name Edgerton Frontier Days

Business Location Address
307 E. Nelson

City Edgerton State Ks Zip 66021

Business Phone No. 913-238-9539

Business Location Owner Name(s)
City of Edgerton

Mailing Address
(If different from business address)

Name

Address

City State Zip

☐ I own the proposed business location.

☒ I do not own the proposed business location.

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION

List each partner or member of a firm/association and their spouse, if applicable. Attach additional pages if necessary.

Partner/Member Name <u>Glyn Powers</u>	Title <u>President</u>	Date of Birth
Residence Street Address <u>1606 W. 8th</u>	City <u>Edgerton</u> State <u>Ks</u> Zip Code <u>66021</u>	
Spouse Name <u>Jane Powers</u>	Title <u>committee member</u>	Date of Birth
Residence Street Address <u>1606 W. 8th</u>	City <u>Edgerton</u> State <u>Ks</u> Zip Code <u>66021</u>	

Partner/Member Name <u>Ken Newcome</u>	Title <u>Vice President</u>	Date of Birth
Residence Street Address <u>100 W 5th</u>	City <u>Edgerton</u> State <u>Ks</u> Zip Code <u>66021</u>	
Spouse Name <u>Barbara Sue Newcome</u>	Title <u>Secretary</u>	Date of Birth
Residence Street Address <u>100 W 5th</u>	City <u>Edgerton</u> State <u>Ks</u> Zip Code <u>66021</u>	

Partner/Member Name	Title	Date of Birth
Residence Street Address	City State Zip Code	
Spouse Name	Title	Date of Birth
Residence Street Address	City State Zip Code	

SECTION 4 – PARTNER AND FIRM/ASSOCIATION MEMBER INFORMATION (CONTINUED)

Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Partner/Member Name	Title	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Title	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATIONMy place of business or special event will be conducted by a manager or agent. ☐ Yes ☒ No

If yes, provide the following:

Manager or Agent Name	Phone No.	Date of Birth
Residence Street Address	City	State Zip Code

Manager or Agent Spousal Information

Manager or Agent Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 6 – QUALIFICATION FOR LICENSURE

Applies to each partner or member of a firm or association AND their spouses.

Are all persons identified in Sections 4 & 5 are Citizens of the United States ¹ ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have all persons identified in Sections 4 & 5 have been a resident of Kansas for at least one year prior to application ² ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have all persons identified in Sections 4 & 5 been residents of this county for at least six months ³ ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All persons identified in Sections 4 & 5 are at least 21 years old ⁴ ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, have any of the persons identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the partnership, firm or association have a manager, officer or director who was an officer, manager, director or stockholder owning in the aggregate more than 25% of the stock of a corporation that had a CMB license revoked or was convicted of a violation of the Club and Drinking Establishment Act or the CMB laws.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the spouse of any partner or member been convicted of any of the crimes identified in Section 6 during the time the spouse held a CMB license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SECTION 6 – DURATION OF SPECIAL EVENT

Start Date <u>June 19, 2015</u>	Time <u>4:00</u>	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
End Date <u>June 20, 2015</u>	Time <u>12:00 midnight</u>	<input type="checkbox"/> AM <input type="checkbox"/> PM

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the partnership/firm/association to complete this application. (K.S.A. 52-601)

SIGNATURE

Lynn R. Proulx

DATE

5-20-15

Print Form

FOR CITY/COUNTY OFFICE USE ONLY:

<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____ (\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date _____
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified
<input type="checkbox"/> New License Approved Valid From Date _____ to _____ By: _____
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____
<input type="checkbox"/> Special Event Permit Approved Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

¹ Spouse not required to be U.S. citizen. K.S.A. 41-2703(b)(9)

² Spouse not required to be Kansas resident. K.S.A. 41-2703(b)(9)

³ Spouse not required to be a resident of the county. K.S.A. 41-2703(b)(9)

⁴ Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Resolution No. 05-28-15B Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival

Department: Administration

Background/Description of Item: The Edgerton Frontier Days Committee has requested the closure of the following streets beginning Friday, June 19 and ending Saturday, June 20:

- East 4th Street between Nelson and McCarty Streets;
- East 4th Street between Nelson and south to the nearest alley;
- Nelson Street between 3rd and East 4th Streets and;
- Nelson Street between East 4th Street to the Metcalf Bank drive located on Nelson Street

City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues.

In addition, the Edgerton Frontier Days Committee requests the closure of Nelson Street from West 8th to East 5th Street during the Frontier Days Parade to be held on Saturday, June 20, 2015.

City staff has reviewed the proposed parade route and does not anticipate any conflicts or issues. City staff will inform the Johnson County Sheriff's Office and Johnson County Fire District 1 of the proposed closings.

Related Ordinance(s) or Statute(s):

Recommendation: Approve Resolution No. 05-28-15B Authorizing the Closure of Certain Public Streets During the Edgerton Frontier Days Festival

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: May 26, 2015

RESOLUTION NO. 05-28-15B

A RESOLUTION APPROVING THE CLOSURE OF THE PUBLIC STREETS NAMED HEREIN DURING THE EDGERTON FRONTIER DAYS FESTIVAL

WHEREAS, the City Council of the City of Edgerton, Kansas wishes to provide a safe and enjoyable Frontier Days Festival and;

WHEREAS, City staff has reviewed the proposed street closures and does not anticipate any conflicts or issues that would prevent said closures;

WHEREAS, the following public streets shall be closed to vehicular traffic during Edgerton Frontier Days between June 19-20, 2015:

- East 4th Street between Nelson and McCarty Streets;
- East 4th Street between Nelson and south to the nearest alley;
- Nelson Street between East 3rd and East 4th Streets and;
- Nelson Street between East 4th Street to the Metcalf Bank drive located on Nelson Street

WHEREAS, the following public streets shall be closed to vehicular traffic during Edgerton Frontier Days on June 20, 2014 during the Frontier Days Parade: Nelson Street from West 8th to East 5th Streets

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS that the City hereby authorizes the closure of the public streets named above for the duration named above for the Edgerton Frontier Days Festival.

SECTION ONE: 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 28th DAY OF MAY, 2015.

ATTEST:

CITY OF EDGERTON, KANSAS

Janeice Rawles, City Clerk

By: _____
Donald Roberts, Mayor

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney



EDGERTON
global routes. local roots.

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

May 11, 2015

To: Beth Linn, City Administrator

From: Michael Mabrey, Utility Superintendent

Re: Fire Line Request at 312 E Nelson

Ryan Williams, property owner of 312 E Nelson, has submitted a building permit application for construction of a 4-inch PVC fire line from the City's water main located in the City's Right of Way (Alley way in the rear of the above address). The city main is 4-inch PVC.

As per City Code 15-106 "Connections Charge: Service connections for any other size service shall be determined by the governing body but in no event shall the cost of the same be less than the connection fees set forth hereinabove." Connection fee for a regular ¾-inch service connection is \$1,250. In addition to the connection fee, the City would charge a water system development fee in the amount of \$3,250. Total fees would be \$4,500.

The city's water material supplier has provided a price for the tapping sleeve (\$563.23) and cost for the tap (\$500) needed for the service at the main. The total cost is \$1063.23. This allows the service to be tapped live and other customers will not see an interruption in service.

Johnson County Building Codes has noted to make sure that thrust blocks are installed as required. Johnson County Fire District No. 1 (JCFD1) and Johnson County Building Codes will witness 200 psi hydraulic test. At the conclusion of construction JCFD1 shall witness the piping system be flushed. All interior fire sprinkler system shall be inspected by City (or our designee) and 200 psi also shall be witnessed by City (or our designee) and JCFD1.

Attached are the Permit, Drawing and Section 15-106 of the City's Code

Updated information

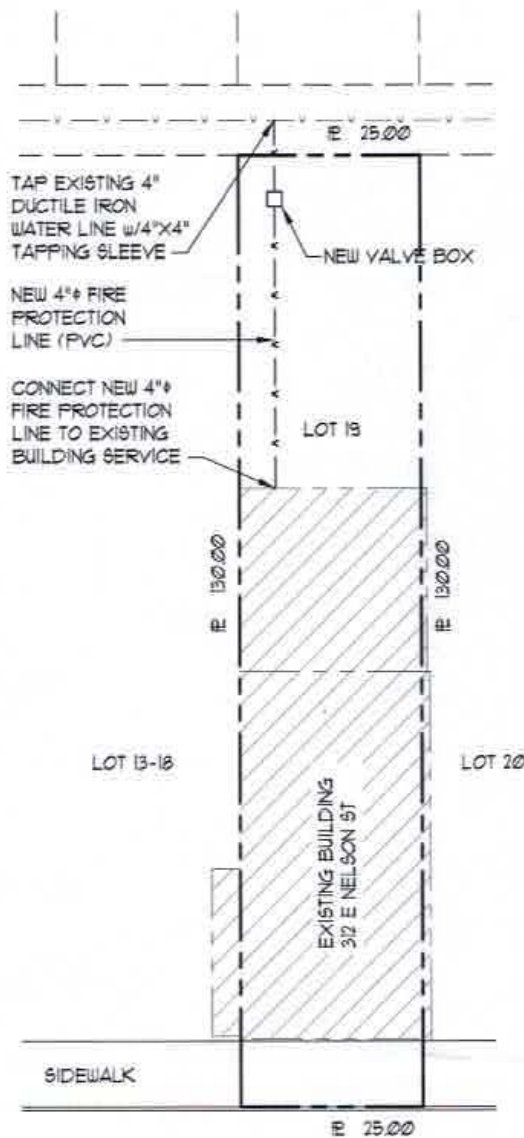
Backflow-

The referenced building currently has a 2-inch backflow device installed at the building's interior connection point. A backflow preventer is required by the City's current code – *International Plumbing Code 2006, Sect 608 Protection of Potable Water Supply*.

Meter-

Staff contacted other water distribution agencies including Johnson County Water District No. 7, Water One and City of Spring Hill in regards to metering fire lines. Of the three contacted, the City of Spring Hill is the only one that currently requires meters installed on fire lines. Water One previously required meters for approximately a year, although, currently is not.

Calculation of the water loss in the case of a fire can be derived by the system pressure and type and size of sprinkler heads.



LEGAL DESCRIPTION:
CITY OF EDGERTON (MARTIN) LOT 19 BLK
20 EDC 302A

NOMENCLATURE:	
PROPERTY LINE	— — — — —
EXISTING	- - - - -
EXISTING WATER LINE	— v — v —
NEW WATER LINE	— v — v —

E NELSON STREET

SITE PLAN

SCALE: 1" = 20'-0"





Commercial/Industrial Building Permit Application

OWNER OF PROPERTY: Ryan & Jamie Williams
Mailing Address 38405 W. 231st
City Wichita, KS State KS Zip 66092
Phone 1-913-963-1526 Fax N/A

TENANT LEASEE:

Contact _____ Phone _____

GENERAL CONTRACTOR License # _____ Class _____

COMPANY:

Contact _____ Phone _____

Address _____

City _____ State _____ Zip _____

Email _____ Fax _____

PLUMBING COMPANY: Simplex Grinnell

License # 2015-1436 Class DE Phone 1-913-894-0010

PLUMBING COMPANY:

License # _____ Class _____ Phone _____

ELECTRICAL COMPANY:

License # _____ Class _____ Phone _____

ELECTRICAL COMPANY:

License # _____ Class _____ Phone _____

3RD PARTY INSPECTIONS/COMPANY:

Contact _____ Phone _____

Address _____

City _____ State _____ Zip _____

Email _____ Fax _____

On-site Inspector _____

VALUATION (not including land) \$ 3500.00

BUILDING SITE ADDRESS: 312 E Nelson

City Edgerton State KS Zip 66030

New Building ☐ Addition ☐ Alteration ☒ Repair/Replace ☐

Other ☐

CHECK CHARACTERISTICS OF BUILDING - Principal Type:

Masonry ☐ Wood Frame ☐ Structural Steel ☐

Reinforced Concrete ☐ Other ☐ (Specify) _____

FOUNDATION COMPANY:

Contact _____ Phone _____

MECHANICAL COMPANY:

License # _____ Class _____ Phone _____

MECHANICAL COMPANY:

License # _____ Class _____ Phone _____

ROOFING COMPANY:

License # _____ Class _____ Phone _____

FIRE SPRINKLER COMPANY: Simplex Grinnell

License # 2015-1436 Class DE Phone 1-913-894-0010

UTILITIES: Water ☐ Electric ☐ Gas ☐

Sewer Permit # _____

Septic Permit # _____

BUILDING AREA: Remodel Area Sq Ft _____ New Contr Sq Ft _____

The 2006 International Residential, Building, Plumbing, Mechanical, Fuel

Gas, Fire Code & Property Maintenance Codes have been adopted. The 2005

National Electrical Code has been adopted.

Notes: _____

SIGNATURE (Owner) Ryan Williams Jamie Williams **DATE** _____

SIGNATURE (General) _____ **DATE** _____

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

OCCUP. GROUP _____ **TYPE OF CONSTRUCTION:** IA IB IIA IIB IIIA IIIB IV VA VB **SPRINKLER:** Yes ☐ No ☐

Parcel ID _____ Map # _____ Zoned _____ Zoning File # _____

Section _____ Township _____ Range _____ Township (Aubrey, Gardner) _____ Acres _____

Land Disturbance construction acres: _____

Land Disturbance (small site) Control Standards given to: _____ Date: _____ Completed ☐

Land Disturbance Permit Application given to: _____ Date: _____ Completed ☐

Zoning Approved ☐ Disapproved ☐ Date _____ **Codes** Approved ☐ Disapproved ☐ Date _____

Flood Plain Yes ☐ No ☐ **Entrance** Attached ☐ Final Approval ☐ N/A ☐

Building Permit # _____ **Septic/Sewer** Attached ☐ Final ☐ N/A ☐

Permit Fee \$ _____ **Elect** (1) (2) Att. ☐ N/A ☐ **Plumbing** (1) (2) Att. ☐ N/A ☐

Plan Review \$ _____ **Mechanical** (1) (2) Att. ☐ N/A ☐ **Fire/Sprinkler** Att. ☐ N/A ☐

TOTAL FEES \$ _____ **Framer** Att. ☐ N/A ☐ **Foundation Co.** Att. ☐ N/A ☐

RECEIPT # _____ **Roofer** Att. ☐ N/A ☐

Approved by: _____ **Date:** _____ vs. 10.6.14

CHAPTER XV. UTILITIES

Article 1. Water

Article 2. Sewer Use Regulations

Article 3. Sewer User Charges

Article 4. Water Conservation

ARTICLE 1. WATER

15-101. COMBINED WATER AND SEWAGE DISPOSAL SYSTEM. There is hereby established a combined water and sewer disposal system. There shall be created a fund designated as the Water and Sewer Fund in which all revenues of the system shall be deposited. The combined system shall be under the immediate charge of the utility superintendent, who shall at all times be accountable to the governing body. (Code 1984, Ord. 527, 1984)

15-102. REGULATIONS. The furnishing of water to customers by the city through its waterworks system shall be governed by the regulations set out in this article. (Code 1984)

15-103. SERVICE NOT GUARANTEED. The city does not guarantee the delivery of water through any of its mains and connecting services at any time except only when its mains, pumping machinery, power service connection are in good working order, and the supply of water is sufficient for the usual demand of its consumers. (Code 1984)

15-104. CONTRACTS FOR WATER SERVICE. This article shall not limit the right of the city to negotiate separate contracts for supplying water to its citizens and others, within and without the city, on such terms as may be deemed advisable and are approved by the governing body. (Ord. 518, 1983)

15-105. APPLICATIONS FOR SERVICE CONNECTION.

- (1) Before any connection is made to the city's water system an application must be made in writing to the city clerk by the owner of the premises, or his or her authorized representative, for a permit to make such connection.
- (2) If the premises served, or intended to be served, is located outside the corporate limits of the city, the following additional provisions shall apply:
 - (a) No connection to the city's water system shall be permitted without the approval of the governing body.
 - (b) Before any application for connection to the city's water system is considered by the governing body, all owners of the premises, or their authorized representative, shall execute in writing their consent to annexation by the city of the premises, *provided*, that nothing herein shall

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Agreement with Columbia Capital for Post-Issuance Compliance Services

Department: Administration

Background/Description of Item: Bond payments are not the only task required once bonds are sold and the funded project is complete. Issuers of bonds have always had the responsibility to ensure that the ongoing tax requirements are met for their tax exempt bonds as long as they are outstanding. The Security and Exchange Commission (SEC) requires continuing disclosure information for the life of the bonds. This includes providing annual audited financial statements as well as other continuing disclosure information. Recent IRS guidance has made it more important than ever to have established policies and procedure in place to ensure compliance with monitoring and continuing disclosure regulations. The City adopted a Tax and Securities Compliance Policy and Procedure on July 12, 2012, via Resolution No. 07-12-12A, to meet the IRS requirements for monitoring outstanding bonds and SEC requirements for continuing disclosure.

The City also has monitoring/continuing disclosure requirements related to the KDHE revolving loans, and there are requirements related to the three reimbursement agreements with NorthPoint for improvements at LPKC.

Columbia Capital Management, the City's financial advisor, offers a service called MuniVault to help the City with its post-issuance compliance responsibilities. MuniVault offers:

- Electronic storage of and access to all bond related documents
- Submittal of continuing disclosure documentation to the EMMA system
- Annual review of the City's secondary market disclosure compliance
- Preparation and review of a post-issuance compliance checklist
- An annual written report to the Governing Body regarding the status of the City's post-issuance compliance
- Periodic review of the post-issuance compliance policy, including recommendations for improvement
- E-mail notification of key compliance dates
- Access to in person and on-line post-issuance compliance training resources.

The City is experiencing more and more development activity, and there is always the possibility of issuing bonds to pay for projects. To mitigate the risk of non-compliance with IRS and SEC regulations and the City's policy, staff is recommending the City utilize the services from Columbia Capital Management.

The fees for 2015 total \$5,250. This amount includes \$3,250 in startup fees and \$2,000 in annual fees for 2015. Fees in 2016 are estimated to be \$2,000 based on the bond issues, SRF Loans and reimbursement agreements in place at this time.

Enclosure: MuniVault Brochure, Post-Issuance Compliance Proposal from Columbia Capital, Tax and Securities Compliance Policy and Procedure

Related Ordinance(s) or Statute(s): Resolution No. 07-12-12A

Recommendation: Approve the proposal from Columbia Capital Management for post-issuance compliance services.

Funding Source: General – General Government – Financial Services

Prepared by: Karen Kindle, Accountant
Date: May 14, 2015



In response to recent guidance from the IRS, many bond counsel firms now require issuers to adopt and implement post-issuance compliance policies. These policies generally address the six areas of on-going compliance identified by the IRS:

- Due diligence review at regular intervals
- Identifying the official or employee responsible for review
- Training of the official or employee
- Retention of adequate records to substantiate compliance
- Procedures reasonably expected to identify non-compliance in a timely manner, and
- Procedures to ensure the issuer will take steps to correct any non-compliance in a timely manner.

Issuers have historically been required to provide regular monitoring of their tax-exempt bonds and direct subsidy bonds, but the new post-issuance compliance policies formalize these responsibilities and, for many, create significant new administrative burdens.

We created **munivault** to ease these burdens and to provide a streamlined, technology-driven approach to ensuring on-going compliance with post-issuance compliance policies and procedures.

Because **munivault** is a service of Columbia Capital Management, LLC, you can expect the same high-quality, responsive service we provide on our financial and investment advisory work.

- ☒ SECURE ON-LINE ACCESS TO BOND TRANSCRIPTS AND OTHER COMPLIANCE DOCUMENTS FROM ANY INTERNET-ENABLED DEVICE
- ☒ AUTOMATED E-MAIL NOTIFICATIONS OF IMPORTANT DATES, SUCH AS REBATE CALCULATION DEADLINES
- ☒ ASSISTANCE WITH PRELIMINARY AND FINAL BOND PROCEEDS ALLOCATIONS
- ☒ ANNUAL REVIEW WITH COMPLIANCE OFFICER
- ☒ PREPARATION OF A WRITTEN ANNUAL REPORT TO YOUR GOVERNING BODY OR BOARD

THE WORST POLICY IS THE ONE NOT IMPLEMENTED.

The core of **muniVault** is the vault, a secure, electronic repository of information related to tax-advantaged transactions. The vault is a one-stop resource for a variety of information about an issuer's tax-advantaged transactions: transcripts; allocations; compliance checklists; rebate calculations; file memoranda. Issuers may also use the vault to store information outside of bond transactions: tax-exempt lease documents; loan documents; etc. The vault is password-protected and available from any internet enabled device. Documents are stored in a read-only format, meaning that you can download and access the files at any time, but they cannot be modified once in the vault. Uploading information to the vault is just as easy: either drop them in our on-line inbox or send us a CD or DVD.

Technology is great, but the real power behind **muniVault** is the staff team at Columbia Capital. With more than 80 years' combined experience working with issuers throughout the United States, Columbia Capital's expert staff team can assist with your post-issuance compliance needs.

Whether you have one series of bonds outstanding or 100, **muniVault** is completely scalable. And, as your post-issuance policies and procedures change, we can change with you. Implementing and living with your post-issuance compliance policy may be challenging. We can help.

Contact us today to learn how **muniVault** can assist your organization in meeting its post-issuance compliance obligations.

GetMuniVault@columbiacapital.com
888.648.8500

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muniVault base services

- Maintenance of bond files in the vault (secure, accessible electronic storage) ✓
- Assistance with preliminary bond proceeds allocation ✓
- Assistance with final bond proceeds allocation ✓
- Submittal of continuing disclosure information to the EMMA system ✓
- Annual review of the issuer's secondary market disclosure compliance ✓
- Preparation of a written annual report on compliance to the governing body ✓
- Preparation and review of an annual compliance checklist with the compliance officer ✓
- Periodic review of your post-issuance compliance policy with ideas for improvements ✓
- E-mail notifications of key compliance dates (rebate calculations, etc.) ✓
- Access to in-person and on-line post-issuance compliance training resources ✓

on-demand muniVault services

- Arbitrage rebate calculations ✓
- Scanning of paper documents ✓
- Assistance with voluntary disclosure of non-compliance to the IRS ✓
- Development of internal reporting templates (project accounting, etc.) ✓
- Use of the vault for non-tax advantaged financing documents ✓

PROPOSAL

Beth Linn
City Administrator
City of Edgerton
404 E. Nelson
Edgerton, Kansas 66021

Services

This proposal is for comprehensive post-issuance compliance services described in the munivault flyer.

Item	Quantity	Price	Extension
One-Time Setup Fee—Bonds (per series)	1	\$ 2,000	\$ 2,000
One-Time Setup Fee—SRF Loans (all)	1	\$ 1,000	\$ 1,000
One-Time Setup Fee—Reimburse. Agmt/Notes (all)	1	\$250	\$250
2015 Annual Fee—Bonds (per series)	1	\$ 1,000	\$ 1,000
2015 Annual Fee—SRF Loans (all)	1	\$ 250	\$ 250
2015 Annual Fee—Reimbursement Agreements	3	\$ 250	\$ 750
Total (Setup + 2015)			\$ 5,250

Terms

Payable from City funds on hand or from proceeds of bonds to be issued during 2015. Subsequent annual fees will be billed in January of each year, commencing in January 2016. Annual fees may be paid via proceeds of bonds expected to be issued by August 1 of any year. Annual fees are due on each series through and including the final year such series is outstanding.

Remittance Instructions

munivault invoices are payable to:

Columbia Capital Management, LLC
6330 Lamar, Suite 200
Overland Park, Kansas 66202

Wire and ACH instructions available upon request to getmunivault@columbiacapital.com.

Disclosure

munivault is a service of Columbia Capital Management, LLC. The munivault name and logo are trademarks of Columbia Capital. Columbia Capital's liability in any year is expressly limited to the amount of its fees charged for that year. Thank you for your business!



CITY OF EDGERTON, KANSAS

TAX AND SECURITIES COMPLIANCE POLICY AND PROCEDURE

Dated as of July 12, 2012

TAX AND SECURITIES COMPLIANCE POLICY AND PROCEDURE

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Exhibit A-3 – List of Conduit Tax-Advantaged Bonds Covered by this Compliance Procedure

Exhibit A-4 – List of Conduit Bonds (Excluding Conduit Tax-Advantaged Bonds) Covered by this Compliance Procedure

* * *

TAX AND SECURITIES COMPLIANCE POLICY AND PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

“Annual Compliance Checklist” means (a) for Governmental Tax-Advantaged Bonds, a questionnaire and/or checklist described in **Section 6.1** that is completed each year for a Governmental Tax-Advantaged Bond issue and (b) for Conduit Tax-Advantaged Bonds, a questionnaire and/or checklist described in **Section 10.1** that is completed each year for a Conduit Tax-Advantaged Bond issue.

“Bond Compliance Officer” means the City’s City Administrator or, if the position of City Administrator is vacant, the person filling the responsibilities of the City Administrator for the City.

“Bond Counsel” means a law firm selected by the City to provide a legal opinion regarding the tax status of interest on Tax-Advantaged Bonds as of the issue date or the law firm selected to advise regarding matters referenced in this Compliance Procedure.

“Bond Restricted Funds” means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for a Tax-Advantaged Bond issue.

“Bond Transcript” means the “transcript of proceedings” or other similar titled set of documents assembled by Bond Counsel following the issuance of Tax-Advantaged Bonds.

“City” means the City of Edgerton, Kansas.

“Code” means the Internal Revenue Code, as amended.

“Compliance Procedure” means this Tax and Securities Compliance Policy and Procedure.

“Conduit Bond” means any bond, note, installment sale agreement, lease or certificate intended to be a debt or special limited obligation of the City, the proceeds of the which are to be loaned or otherwise made available to the Conduit User, and the interest on which is included in gross income for federal income tax purposes, and any Conduit Tax-Advantaged Bond. A list of all Conduit Bonds that are not Conduit Tax-Advantaged Bonds, outstanding and subject to this Compliance Procedure as of the Effective Date, is attached as **Exhibit A-4**.

“Conduit Tax-Advantaged Bond” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the City, the proceeds of the which are to be loaned or otherwise made available to the Conduit User, and the interest on which is excludable from gross income for federal income tax purposes or is subject to other advantages, requirements or limitations of the Code and Regulations or any other United States laws related to taxation. A list of all Conduit Tax-Advantaged Bonds outstanding and subject to this Compliance Procedure as of the Effective Date, is attached as **Exhibit A-3**.

“Conduit Tax-Advantaged Bond File” means documents and records which may consist of paper and/or electronic media, maintained for each Conduit Tax-Advantaged Bond. Each Conduit Tax-Advantaged Bond File will include the following information if applicable, duplicate copies of which shall be retained by the Bond Compliance Officer:

- (a) Intent Resolution.
- (b) Bond Transcript.
- (c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of a Conduit Tax-Advantaged Bond and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculation.
- (e) Forms 8038-T together with proof of filing and payment of rebate.
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) Bid solicitation, bid responses, certificate of broker;
 - (2) Written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) Copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Conduit Tax-Advantaged Bonds.
- (h) Any opinion of Bond Counsel regarding the Conduit Tax-Advantaged Bonds not included in the Bond Transcript.
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.
- (j) Any correspondence with the IRS relating to the Conduit Tax-Advantaged Bonds including all correspondence relating to an audit by the IRS of the Conduit Tax-Advantaged Bonds or any proceedings under the Tax-Advantaged Bonds Voluntary Closing Agreement Program (VCAP).
- (k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Conduit Tax-Advantaged Bond issue.
- (l) For refunding bond issues, the Conduit Tax-Advantaged Bond File for the refunded Conduit Tax-Advantaged Bonds.

“Conduit User” means the entity that is not related to or controlled by the City and which receives proceeds and is required to pay principal and interest on a Conduit Tax-Advantaged Bond issue.

“Conduit User Bond Compliance Officer” means the individual officer or employee of the Conduit User named as the primary individual responsible for post-issuance tax compliance by the Conduit User in connection with a Conduit Tax-Advantaged Bond issue.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Agreement(s), Continuing Disclosure Undertaking(s), Continuing Disclosure Instructions or other written certification(s) setting out covenants for satisfying the requirements for providing information to the MSRB pursuant to SEC Rule 15c2-12 on an ongoing basis for one or more series of Governmental Bonds or Conduit Bonds.

“Cost” or “Costs” means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project Facility or costs of issuing Tax-Advantaged Bonds.

“Effective Date” means June 5, 2012.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“Final Written Allocation” means the Final Written Allocation of Bond proceeds prepared pursuant to **Section 5.4** of this Compliance Procedure for Governmental Tax-Advantaged Bonds and pursuant to **Section 9.4** of this Compliance Procedure for Conduit Tax-Advantaged Bonds.

“Financed Assets” means that part of a Project Facility treated as financed with Tax-Advantaged Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, (a) the accounting records of the City and the Tax Compliance Agreement for the Governmental Tax-Advantaged Bond issue or (b) the accounting records of the Trustee and the Conduit User, and the Tax Compliance Agreement for the Conduit Tax-Advantaged Bond issue.

“Governing Body” means the City Council of the City.

“Governmental Bond(s)” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the City or another political subdivision or government instrumentality, the proceeds of the which are to be loaned or otherwise made available to the City, and the interest on which is included in gross income for federal income tax purposes, and any Governmental Tax-Advantaged Bond(s). A list of all Governmental Bonds that are not Governmental Tax-Advantaged Bonds, outstanding and subject to this Compliance Procedure as of the Effective Date, is attached as **Exhibit A-2**.

“Governmental Tax-Advantaged Bond(s)” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the City or another political subdivision or government instrumentality created or controlled by the City, the proceeds of the which are to be loaned or otherwise made available to the City, and the interest on which is excludable from gross income for federal income tax purposes or is subject to other advantages, requirements or limitations of the Code and Regulations or any other United States laws related to taxation. For purposes of this definition, proceeds of obligations used to make a grant or to provide an economic incentive to another entity unrelated to the City are treated as used or made available to the City, and thus the obligations are considered “Governmental Tax-Advantaged Bonds,” unless the user is required to pay principal and interest on the obligation. A list of all Governmental Tax-Advantaged Bonds outstanding and subject to this Compliance Procedure as of the Effective Date, is attached as **Exhibit A-1**.

“Governmental Tax-Advantaged Bond File” means documents and records which may consist of paper and/or electronic media, maintained for each Governmental Tax-Advantaged Bond. Each Governmental Tax-Advantaged Bond File will include the following information if applicable:

- (a) Intent Resolution.
- (b) Bond Transcript.
- (c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of a Governmental Tax-Advantaged Bond and expenditures (if any) allocated to other sources of funds.

- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculation.
- (e) Forms 8038-T together with proof of filing and payment of rebate.
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) Bid solicitation, bid responses, certificate of broker;
 - (2) Written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) Copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Governmental Tax-Advantaged Bonds.
- (h) Any opinion of Bond Counsel regarding the Governmental Tax-Advantaged Bonds not included in the Bond Transcript.
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.
- (j) Any correspondence with the IRS relating to the Governmental Tax-Advantaged Bonds including all correspondence relating to an audit by the IRS of the Governmental Tax-Advantaged Bonds or any proceedings under the Tax-Advantaged Bonds Voluntary Closing Agreement Program (VCAP).
- (k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Governmental Tax-Advantaged Bond issue.
- (l) For refunding bond issues, the Governmental Tax-Advantaged Bond File for the refunded Governmental Tax-Advantaged Bonds.

“Intent Resolution” means a resolution of the Governing Body stating the intent of the City to finance all or a portion of the Project Facility, stating the expected maximum size of the financing and stating the intent of the City to reimburse (a) the costs paid by the City from proceeds of the Governmental Tax-Advantaged Bonds or (b) the costs paid by the Conduit User from proceeds of the Conduit Tax-Advantaged Bonds.

“IRS” means the Internal Revenue Service.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Placed In Service” means that date (as determined by the Conduit User Bond Compliance Officer for Conduit Tax-Advantaged Bonds and as determined by the Bond Compliance Officer for Governmental Tax-Advantaged Bonds) when the Project Facility is complete and is actually used at a level substantially as originally designed.

“Project Facility” means all tangible or intangible property financed in whole or in part with Tax-Advantaged Bonds that is functionally related or integrated in use, that is located on the same physical site or proximate sites, and that has been Placed in Service or is expected to be so within a one-year period.

“Rebate Analyst” means the Rebate Analyst for the Tax-Advantaged Bonds selected pursuant to the Tax Compliance Agreement.

“Tax Compliance Agreement” means, (a) with respect to Governmental Tax-Advantaged Bonds, the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the City setting out representations and covenants for satisfying the post-issuance tax compliance requirements for a Governmental Tax-Advantaged Bond issue and (b) with respect to Conduit Tax-Advantaged Bonds, the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the City and the Conduit User setting out representations and covenants for satisfying the post-issuance tax compliance requirements for a for a Conduit Tax-Advantaged Bond issue.

“Tax-Advantaged Bond(s)” means Governmental Tax-Advantaged Bonds and Conduit Tax-Advantaged Bonds.

“Trustee” means the corporate trustee, if any, named in a trust indenture for a Tax-Advantaged Bond issue.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure. The City uses Governmental Tax-Advantaged Bonds to fund Costs of Project Facilities and uses Conduit Tax-Advantaged Bonds and loans or otherwise makes the proceeds available to Conduit Users to fund Costs of Project Facilities. The City understands that in exchange for the right to issue Tax-Advantaged Bonds at favorable interest rates and terms, the Code and related regulations impose ongoing requirements related to the proceeds of the Tax-Advantaged Bonds and the Project Facility financed by the Tax-Advantaged Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Advantaged Bonds and related funds as well as restrictions on the use of the Project Facility.

The City recognizes that the IRS has stated that all issuers of Tax-Advantaged Bonds should have a *separate* written policy and procedure regarding ongoing compliance with the federal tax requirements for Tax-Advantaged Bonds.

The City is committed to full compliance with the tax-exempt bond requirements for all of its outstanding and future tax-advantaged financings. This Compliance Procedure is adopted by the Governing Body to comply with the IRS directive and to improve tax compliance and documentation.

Since the Conduit User for each Conduit Tax-Advantaged Bond issue is primarily responsible for the expenditure and investment of its Conduit Tax-Advantaged Bonds and the use of the Financed Assets and the Project Facility, this Compliance Policy provides that the Conduit User will assume substantially all obligations related to post-issuance tax compliance for Conduit Tax-Advantaged Bonds issued for its benefit. The provisions of this Compliance Policy related to Conduit Tax-Advantaged Bonds are set forth in **Articles VIII through XI**.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Tax-Advantaged Bonds currently outstanding and all Tax-Advantaged Bonds issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement or any other specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement or

specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Advantaged Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the City in the Tax Compliance Agreement, will be noted by Bond Counsel and incorporated by the Bond Compliance Officer into the Annual Compliance Checklist.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Governing Body. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the City.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the City, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Governing Body as necessary, but at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure. The Bond Compliance Officer may delegate any of the duties described herein to other City employees, agents or contractors, but remains ultimately responsible for the performance required.

Section 3.2. Training. When appropriate, the Bond Compliance Officer or his or her designee will attend training programs offered by the IRS or other industry professionals regarding tax-exempt financing that are relevant to the City.

ARTICLE IV

GOVERNMENTAL TAX-ADVANTAGED BONDS CURRENTLY OUTSTANDING

Section 4.1. Governmental Tax-Advantaged Bonds Covered by Article IV Procedures. This **Article IV** applies to all Governmental Tax-Advantaged Bonds issued prior to the date of adoption of this Compliance Procedure that are currently outstanding as of the date of adoption of this Compliance Procedure. These Governmental Tax-Advantaged Bonds are listed on **Exhibit A-1**.

Section 4.2. Governmental Tax-Advantaged Bond File. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Governmental Tax-Advantaged Bond File as is available for each Governmental Tax-Advantaged Bond that is listed on **Exhibit A-1**.

Section 4.3. Annual Compliance Checklists. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer may work with Bond Counsel and/or legal counsel to the City to cause Annual Compliance Checklists (an example of which is attached as **Exhibit B**) to be completed for all outstanding Governmental Tax-Advantaged Bonds and will follow the procedures specified in **Article VI** to complete the Annual Compliance Checklists and thereafter include each completed Annual Compliance Checklist in the Governmental Tax-Advantaged Bond File.

Section 4.4. Correcting Prior Deficiencies in Compliance. In the event the Bond Compliance Officer determines any deficiency in compliance with a Tax Compliance Agreement for an outstanding Governmental Tax-Advantaged Bond listed on **Exhibit A-1**, the Bond Compliance Officer will follow the procedures described in Treasury Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the City to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW GOVERNMENTAL TAX-ADVANTAGED BOND ISSUES

Section 5.1. Application. This **Article V** applies to Governmental Tax-Advantaged Bond financings issued on or after the Effective Date..

Section 5.2. Prior to Issuance of Governmental Tax-Advantaged Bonds.

(a) **Intent Resolution.** The Governing Body will authorize and approve the issuance of Governmental Tax-Advantaged Bonds. Prior to or as a part of this authorizing resolution or ordinance, the Governing Body may adopt an Intent Resolution.

(b) **Directions to Bond Counsel.** The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Governmental Tax-Advantaged Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the City's costs and expenses incurred to implement this Compliance Procedure.

(c) **Tax Compliance Agreement.** Each Governmental Tax-Advantaged Bond issue will include a Tax Compliance Agreement signed by the Bond Compliance Officer, in addition to the required signatures of any member of the Governing Body or other officer or staff of the City. The Bond Compliance Officer is encouraged to confer with Bond Counsel and the City's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(d) **Preliminary Cost Allocations.** The Bond Compliance Officer, or his/her designee, will prepare a preliminary cost allocation plan for the Project Facility. The Bond Compliance Officer is encouraged to consult with Bond Counsel in the preparation of the allocation. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and, when necessary, will break-out the portions of Costs that the City expects to finance with Governmental Tax-Advantaged Bonds (the "Financed Assets") from the portions expected to be financed from other sources.

(e) **Tax Review with Bond Counsel.** Prior to the sale of the Governmental Tax-Advantaged Bonds, the Bond Compliance Officer will request that Bond Counsel review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. In the event Bond Counsel determines that this Compliance Procedure conflicts with, or must be supplemented to account for special issues or requirements for the Governmental Tax-Advantaged Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in

the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Governmental Tax-Advantaged Bond issue.

Section 5.3. Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Governmental Tax-Advantaged Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the City's financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Governmental Tax-Advantaged Bonds that refund prior issues, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Governmental Tax-Advantaged Bonds.

(c) Tax-Advantaged Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Governmental Tax-Advantaged Bond File. Such file may be retained in hard copy, electronically or both. The Annual Reports, other reports and notices of certain material events filed by the Issuer with the MSRB will be publicly available on EMMA and need not be separately maintained in the Tax-Advantaged Bond File.

Section 5.4. Final Allocation of Bond Proceeds.

(a) Bond Compliance Officer Responsible for Preparation of Final Written Allocation; Timing. The Bond Compliance Officer is responsible for making a written allocation of proceeds to expenditures and the identification of Financed Assets. This process will be memorialized in the Final Written Allocation which is prepared by the Bond Compliance Officer or his/her designee. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Governmental Tax-Advantaged Bond proceeds from any segregated Tax-Advantaged Bond funded account, (2) the date the Project Facility has been substantially completed or (3) four and one-half years following the issue date of the Governmental Tax-Advantaged Bonds. For Governmental Tax-Advantaged Bonds issued only to refund a prior issue of Governmental Tax-Advantaged Bonds, the Bond Compliance Officer is encouraged to work with Bond Counsel to prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Tax-Advantaged Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Governmental Tax-Advantaged Bond proceeds and other money of the City to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Governmental Tax-Advantaged Bonds in accordance with the City's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Governmental Tax-Advantaged Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility's Placed in Service date, (4)

the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Governmental Tax-Advantaged Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the Tax Compliance Agreement.

ARTICLE VI

ONGOING MONITORING PROCEDURES – GOVERNMENTAL TAX-ADVANTAGED BONDS

Section 6.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed for Governmental Tax-Advantaged Bonds by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Governmental Tax-Advantaged Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the City or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 4.4** to remediate the non-compliance.

Section 6.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds for Governmental Tax-Advantaged Bonds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ARTICLE VII

CONTINUING DISCLOSURE – GOVERNMENTAL BONDS

Section 7.1. General. The Bond Compliance Officer acknowledges that the City has entered into certain Continuing Disclosure Undertakings with respect to Governmental Tax-Advantaged Bonds and other taxable securities issued by the City. This **Article VII** applies to Continuing Disclosure Undertakings entered into by the City prior to, on and after the date of this Compliance Procedure.

Section 7.2. Confirmation of Performance. Not less than annually, the Bond Compliance Officer will review the City's Continuing Disclosure Undertakings to ensure compliance. If the City is not in compliance, the Bond Compliance Officer will take immediate action to remediate any non-compliance.

ARTICLE VIII

CONDUIT TAX-ADVANTAGED BONDS CURRENTLY OUTSTANDING

Section 8.1. Conduit Tax-Advantaged Bonds Covered by Procedures. This **Article VIII** applies to all Conduit Tax-Advantaged Bonds issued prior to the Effective Date that are currently outstanding as of the Effective Date. These Conduit Tax-Advantaged Bonds are listed on **Exhibit A-3**. The Governing Body reserves right to charge fees to administer the Procedures as they relate to Conduit Tax-Advantaged Bonds.

Section 8.2. Conduit Tax-Advantaged Bond File. As soon as practical, the Conduit User Bond Compliance Officer will attempt to assemble as much of the Conduit Tax-Advantaged Bond File as is available for each Conduit Tax-Advantaged Bond that is listed on **Exhibit A-3**. Upon request, the Conduit User Bond Compliance Officer will provide copies to the City of items contained in the Conduit Tax-Advantaged Bond File.

Section 8.3. Conduit User Contact. As soon as practical the Bond Compliance Officer will send to each Conduit User of a Conduit Tax-Advantaged Bond listed on **Exhibit A-3**, a copy of the Tax Compliance Agreement for the financing along with a letter reminding the Conduit User that under the agreement it is responsible for post-issuance tax compliance related to the investment of Bond Restricted Funds, record keeping, use of Conduit Tax-Advantaged Bond proceeds, and use of the Project Facility. The letter will contain a list of records comprising the Conduit Tax-Advantaged Bond File that the Conduit User should retain. The Bond Compliance Officer shall also send a copy of this Compliance Policy with specific reference to **Articles VIII to XI**. A copy of the letter should also be provided to the Trustee for the Conduit Tax-Advantaged Bond.

Section 8.4. Annual Certification. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will request each Conduit User to confirm annually in writing its compliance with the terms of the Tax Compliance Agreement for the Conduit Tax-Advantaged Bond issue. Where possible, the Bond Compliance Officer will combine this certification request with other disclosures the Conduit User regularly provides to the Trustee (such as ongoing continuing disclosure). Certifications completed by the Conduit User will be retained by the Bond Compliance Officer.

Section 8.5. Correcting Prior Deficiencies in Compliance. In the event a Conduit User informs the Bond Compliance Officer of a deficiency in compliance with a Tax Compliance Agreement for an outstanding Conduit Tax-Advantaged Bond listed on **Exhibit A-2**, the Bond Compliance Officer will direct the Conduit User to follow the procedures described in Treasury Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the City to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

ARTICLE IX

COMPLIANCE PROCEDURE FOR NEW CONDUIT TAX-ADVANTAGED BOND ISSUES

Section 9.1. Application. This **Article IX** applies to Conduit Tax-Advantaged Bond financings issued on or after the date of adoption of this Compliance Procedure.

Section 9.2. Prior to Issuance of Conduit Tax-Advantaged Bonds.

(a) Intent Resolution. The Governing Body will authorize and approve the issuance of Conduit Tax-Advantaged Bonds. Prior to or as a part of this authorizing resolution or ordinance, the Governing Body may adopt an Intent Resolution. The Bond Compliance Officer will provide the Conduit User with a copy of this Compliance Procedure prior to adoption of the Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Conduit Tax-Advantaged Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the City's costs and expenses incurred to implement this Compliance Procedure. To the extent the City relies on or acts at the direction of the Conduit User, the Tax Compliance Agreement will contain appropriate provision for City indemnification by the Conduit User.

(c) Tax Compliance Agreement. Each Conduit Tax-Advantaged Bond issue will include a Tax Compliance Agreement signed by the Conduit User Bond Compliance Officer. The Conduit User Bond Compliance Officer is encouraged to confer with Bond Counsel, the Bond Compliance Officer and the City's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(d) Preliminary Cost Allocations. The Conduit User Bond Compliance Officer or his/her designee will prepare a preliminary cost allocation plan for the Project Facility. The Conduit User Bond Compliance Officer is encouraged to consult with Bond Counsel in preparation of the allocation. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and, when necessary, will break-out the portions of Costs that the Conduit User expects to finance with proceeds of Conduit Tax-Advantaged Bonds (the "Financed Assets") from the portions expected to be financed from other sources.

(e) Tax Review with Bond Counsel. Prior to the sale of the Conduit Tax-Advantaged Bonds, the Bond Compliance Officer will request that the Bond Compliance officer, the Conduit User Bond Compliance Officer and Bond Counsel review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. In the event Bond Counsel determines that this Compliance Procedure conflicts with, or must be supplemented to account for special issues or requirements for the Conduit Tax-Advantaged Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Conduit Tax-Advantaged Bond issue.

Section 9.3. Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Conduit User Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Conduit Tax-Advantaged Bonds. The Conduit User Bond Compliance Officer or his/her designee will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. The Conduit User Bond Compliance Officer may use accounts established pursuant to a trust indenture for the Conduit Tax-Advantaged Bonds to assist it in accounting for the investment and expenditure of Conduit Tax-

Advantaged Bonds. In recording Costs for the Project Facility, the Conduit User Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Conduit Tax-Advantaged Bonds that refund prior issues, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced debt.

(c) Conduit Tax-Advantaged Bond File. The Conduit User Bond Compliance Officer will be responsible for assembling and maintaining the Conduit Tax-Advantaged Bond File. Such file may be retained in hard copy, electronically or both. The Conduit User Bond Compliance Officer will provide duplicate copies to the City of items contained in the Conduit Tax-Advantaged Bond File. The Annual Reports, other reports and notices of certain material events filed by the Issuer with the MSRB will be publicly available on EMMA and need not be separately maintained in the Tax-Advantaged Bond File.

Section 9.4. Final Allocation of Bond Proceeds.

(a) Bond Compliance Officer Responsible for Preparation of Final Written Allocation; Timing. The Conduit User Bond Compliance Officer is responsible for making a written allocation of proceeds to expenditures and the identification of Financed Assets. This process will be memorialized in the Final Written Allocation which is prepared by the Conduit User Bond Compliance Officer or his/her designee. For a new money financing, the Conduit User Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Conduit Tax-Advantaged Bond proceeds from any segregated Conduit Tax-Advantaged Bond funded account, (2) the date the Project Facility has been substantially completed or (3) four and one-half years following the issue date of the Conduit Tax-Advantaged Bonds. For Conduit Tax-Advantaged Bonds issued only to refund a prior issue of Conduit Tax-Advantaged Bonds, the Conduit User Bond Compliance Officer is encouraged to work with Bond Counsel to prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Conduit Tax-Advantaged Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Conduit User Bond Compliance Officer will review the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Conduit Tax-Advantaged Bond proceeds and other money of the City to the Costs of the Project Facility. If no special allocation is required or recommended, the Conduit User Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Conduit Tax-Advantaged Bonds in accordance with the Conduit User's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Conduit Tax-Advantaged Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility's Placed in Service date, (4) the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Conduit Tax-Advantaged Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Conduit User Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the Tax Compliance Agreement.

(d) Conduit User Certification of Compliance. The Conduit User Bond Compliance Officer will certify in writing to the Trustee completion of its responsibilities under this **Section 9.4.**

ARTICLE X

ONGOING MONITORING PROCEDURES – CONDUIT TAX-ADVANTAGED BONDS

Section 10.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed for Conduit Tax-Advantaged Bonds by the Conduit User Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Conduit Tax-Advantaged Bond File. The Conduit User Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Conduit User or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 8.5** to remediate the non-compliance.

Section 10.2. Arbitrage and Rebate Compliance. The Conduit User Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ARTICLE XI

CONTINUING DISCLOSURE- CONDUIT BONDS

Section 11.1. General. Certain Conduit Users have entered into Continuing Disclosure Undertakings with respect to certain Conduit Bonds issued by the City for the benefit of Conduit Users. This **Article XI** applies to Continuing Disclosure Undertakings entered into by Conduit Users prior to, on and after the date of this Compliance Procedure.

Section 11.2. Confirmation of Performance. Not less than annually, the Conduit User Bond Compliance Officer will review the Continuing Disclosure Undertaking (if any) to ensure compliance. If the Conduit User is not in compliance, the Conduit User Bond Compliance Officer will take immediate action to remediate any non-compliance.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF EDGERTON, KANSAS ON
JULY 12, 2012**

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Tax-Exempt Financing Compliance Procedure adopted by the governing body of the City of Edgerton, Kansas on July 12, 2012 as the same appears of record in my office.

DATED: July 12, 2012.

City Administrator

EXHIBIT A-1

LIST OF GOVERNMENTAL TAX-ADVANTAGED BONDS COVERED BY THIS COMPLIANCE PROCEDURE

General Obligation Bonds

<u>Category of Indebtedness</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>
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None at this time.

Temporary Notes

<u>Category of Indebtedness</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>
General Obligation Temporary Renewal Notes, Series 2011	09/28/2011	10/1/2012	\$2,745,000
General Obligation Temporary Notes, Series 2012A-1	7/12/2012	8/1/2013	555,000

Capital Leases and Certificates of Participation

None at this time.

Revenue Bonds

None at this time.

EXHIBIT A-2

LIST OF GOVERNMENTAL BONDS (EXCLUDING GOVERNMENTAL TAX-ADVANTAGED BONDS) COVERED BY THIS COMPLIANCE PROCEDURE

General Obligation Bonds

<u>Category of Indebtedness</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>
Taxable General Obligation Temporary Notes, Series 2012A-2	7/12/2012	8/1/2013	\$195,000

EXHIBIT A-3

**LIST OF CONDUIT TAX-ADVANTAGED BONDS
COVERED BY THIS COMPLIANCE PROCEDURE**

<u>Category of Indebtedness</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>
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EXHIBIT A-4

**LIST OF CONDUIT BONDS (EXCLUDING CONDUIT TAX-ADVANTAGED BONDS)
COVERED BY THIS COMPLIANCE PROCEDURE**

<u>Category of Indebtedness</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>	<u>Original Principal Amount</u>
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CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: May 28, 2015

Agenda Item: Reimbursement Resolution (Resolution No. 05-28-15C)

Subject: Home Rule Revenue Bonds for Public Infrastructure Improvements

Summary:

The Project Agreement and Financing Plan for the Intermodal and Logistics Park require 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, as well as some past Public Infrastructure Improvements, on a tax-exempt basis. Any tax-exempt bond issue will also be required to comply with other federal tax-law requirements.

RESOLUTION NO. 05-28-15C

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 an Amended and Restated Public Infrastructure Financing Plan (the "Financing Plan") with BNSF Railway Company, a Delaware Corporation, and Edgerton Land Holding Company, a Kansas limited liability company, for the purpose of developing an intermodal facility and a logistics park in the City; and

WHEREAS, the Financing Plan requires the City to construct certain Public Infrastructure Improvements (as defined in the Financing Plan), a copy of which Public Infrastructure Improvements are also 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 \$40,000,000.

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 May 28, 2015.

CITY OF EDGERTON, KANSAS

(Seal)

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

Exhibit A

Public Infrastructure Improvements

LPKC
Plan of Finance
Infrastructure Project List

Project No.	Project Name	Linear Feet	Price per LF	Total Cost	Anticipated Year of Construction
1	Kill Creek Road (Phase I)	1,161		\$ 1,250,973	2014
2	Kill Creek Road/187th Street (Phase II)	1,200	\$ 583	\$ 2,184,887	2014
3	Water Tower			\$ 2,000,000	2014
4	Montrose St/196 St	3,620	\$ 750	\$ 2,715,000	2015
5	Widmer E/W	1,100	\$ 600	\$ 660,000	2017
6	Widmer N/S	5,500	\$ 560	\$ 3,080,000	2018
7	Widmer Turn Lane/Median			\$ 450,000	2017
8	Waverly Rd/197th St			Dedicated Source	
9	Rail Served Road	12,250	\$ 560	\$ 6,860,000	2017
10	183rd St			Dedicated Source	2017
11	Montrose St/187 St (north by Big Industrial)			Dedicated Source	2017
12	Removal of Four Corners	5,291	\$ 350	\$ 1,851,850	2021
13	207th Grade Separation - Design			\$ 2,000,000	2016
14	207th Grade Separation - Construction			\$ 13,000,000	2019
15	Public Road Extension - 197th St to 199th St	1301	\$ 583	\$ 758,483	2019
		31,423		\$ 36,811,193	

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider a Staffing Agreement with Express Employment Professionals

Department: Administration

Background/Description of Item: In preparation for the workload of summer maintenance tasks to be completed by Public Works and current staffing levels, staff would recommend supplementing current employees with temporary employees from a staffing agency.

Express Employment Professionals is an active member of the Gardner Edgerton Chamber and has interacted with staff members during chamber events. Additionally, Express Employment was able to respond extremely quickly to staff's request for the process and to provide applicants for consideration.

Public Works Staff conducted interviews last week and has identified two candidates for placement with Public Works for summer maintenance tasks. Express Employment did confirm that staff can "call off" the temporary employees in case of rain or lack of work items for a particular day. Additionally, if a selected candidate does not meet expectations a new candidate can be selected.

The temporary employees would be anticipated to work from June 1 through Labor Day. The employees would remain employees of Express Employment Professionals. Payment to Express Employment Professionals for the employees would be paid from salary budgets for vacant positions in Public Works.

City Attorney has reviewed the enclosed Staffing Agreement. City Attorney would recommend one change to add "Nothing herein shall be construed as waiving the City's immunities or limitation of damages contained within the Kansas Tort Claims Act."

Enclosure: Draft Staffing Agreement

Related Ordinance(s) or Statute(s):

Recommendation: Approve Staffing Agreement with Express Employment Professionals with addition of "Nothing herein shall be construed as waiving the City's immunities or limitation of damages contained within the Kansas Tort Claims Act."

Funding Source: General – Public Works - Salaries

Prepared by: Beth Linn, City Administrator
Date: May 26, 2015



Staffing Agreement

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express", "We" or "Our"), we make it easy for you to do business with us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. Medical benefits and vacation pay are also available to associates who qualify. We recruit and assign associates to you to perform the job duties you specify. You agree to notify us if those duties or the workplace of an associate changes.
2. Express complies with all Federal, State, and Local employment laws and regulations. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite. You agree to indemnify and hold Express harmless from claims or damages resulting from your non-compliance with applicable laws and regulations. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method by the invoice due date.
3. A monthly service charge of (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Bill rates are subject to change with appropriate notice.
4. It is our goal that associates perform their jobs to your satisfaction; however, if you are not satisfied with an Express associate for any reason within the first 48 hours of the assignment, you will not be charged for the first four (4) hours of the associate's work and a replacement will be provided.
5. We provide insurance to cover Express associates for Workers' Compensation, Commercial General Liability, Employers Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence. You agree to maintain liability insurance for any motor vehicle, forklift, or other motorized mobile equipment operated by an Express associate, and agree to waive all rights of recovery against Express as the employer of the Express associate.
6. You agree that you will not request or allow our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings or provide management consulting or financial advice. Nor will our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates. All services performed by our associates shall be under your direction, supervision and control and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy and correctness of the resulting work product.
7. If our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to indemnify and hold us harmless from any resulting loss or damage.
8. Express will provide associates for positions where operating a motor vehicle, forklift, or other motorized equipment is required, if notified in writing prior to an assignment. We must know in advance, so we can assign associates who are qualified to meet your specifications. During an assignment, if our associate operates a motor vehicle, forklift, or any other motorized equipment, you agree to indemnify and hold us harmless for bodily injury, property damage, collision, or public liability claims, regardless of fault.
9. You supervise, direct, and control the work performed by Express associates, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control of an Express associate. You agree to indemnify and hold us harmless from any claims or damages that may be caused by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against us.
10. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
11. Express allows you to hire associates already assigned to you if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 30% of an associate's expected annual earnings) to convert an Express associate to your payroll.
12. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by us in writing.
13. Express will, at your written request, conduct criminal history checks and drug screens as permitted by state law. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date: _____

Agent's Name (please print) _____ Title: _____

Agent's Signature: _____