

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
October 22, 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 October 8, 2015
6. Approve re-appointment of Ron Conus and Maria O'Neill to the Planning Commission
7. Approve 2016 Human Service Fund Recommendations

Regular Agenda

8. **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.
9. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues

Business Requiring Action

10. **CONSIDER ORDINANCE NO. 1003 AMENDING ARTICLE 2 OF CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO REMOVE EXISTING SECTION 14-202 PERTAINING TO THE "IDLING" OF MOTOR VEHICLES WITHIN THE CITY**

Motion: _____ Second: _____ Vote: _____

11. **PUBLIC HEARING REGARDING RESOLUTION 10-22-15A CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC XV, LLC, OR ITS SUCCESSORS IN INTEREST**
12. **CONSIDER RESOLUTION 10-22-15A CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC XV, LLC, OR ITS SUCCESSORS IN INTEREST**

Motion: _____ Second: _____ Vote: _____

13. **CONSIDER RESOLUTION 10-22-15B DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AMOUNT OF \$19,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF TRANSPEC LEASING INCORPORATED**

Motion: _____ Second: _____ Vote: _____

14. CONSIDER PRELIMINARY DESIGN/BUILD AGREEMENT WITH BURNS & MCDONNELL/CAS CONSTRUCTION FOR EDGERTON WASTEWATER TREATMENT FACILITY CONVERSION AND CONVEYANCE SYSTEM

Motion: _____ Second: _____ Vote: _____

15. CONSIDER A JOINT PROPOSAL FROM COLUMBIA CAPITAL MANAGEMENT, LLC/RAFTELIS FINANCIAL CONSULTANTS, INC. TO PROVIDE UTILITY RATE ANALYSIS FOR WATER AND WASTEWATER UTILITIES AND FINANCIAL ANALYSIS IN SUPPORT FOR FUTURE LOAN APPLICATIONS

Motion: _____ Second: _____ Vote: _____

16. Report by the City Administrator

- Upcoming Work Sessions – Capital Improvements
- Big Bull Creek Park Master Plan Process Update
- City Council Meeting Schedule – November/December

17. Report by the Mayor

18. Future Meeting/Event Reminders:

- October 25th 4:00 – 7:00 PM Halloween Fest
- October 29th 4:00 – 7:00 PM Learning and Career Center Open House 30750 West 193rd Street (SE corner of Jet.com/Excel Industries); Ribbon Cutting at 4:30 PM
- November 10th 7:00 PM – Planning Commission Meeting
- November 12th 7:00 PM – City Council Meeting
- November 18th Noon – Senior Lunch
- November 26th and 27th – City Hall CLOSED Thanksgiving

19. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
October 8, 2015**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on October 8, 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
Jody Brown	present
Darius Crist	present
Clay Longanecker	present

Cindy Crooks	absent
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With a quorum present, the meeting commenced.

Staff in attendance:	City Administrator Beth Linn
	Community Development Director Kenny Cook
	City Attorney Patrick Reavey
	City of Edgerton Parks & Rec. Coordinator Tegan Meadors
	Johnson County Sheriff Department Representative

2. WELCOME AND PLEDGE OF ALLEGIANCE

3. CONSENT AGENDA

- Agenda Approval
- Approve City Council Meeting Minutes September 24 , 2015

Motion by Troutner, seconded by Brown, to approve the consent agenda.

Motion was approved, 4-0.

4. PUBLIC COMMENTS

No Public Comments

5. DECLARATIONS BY COUNCIL MEMBERS

There were no declarations by any council members

6. MANOR PARK IMPROVEMENT PROJECT: REPORT FROM OPEN HOUSE AND PRESENTATION OF POSSIBLE DESIGNS

Tegan Meadors, City of Edgerton Park and Recreation Coordinator, addressed Mayor and Council with the results from the open house at the Edgerton Manor Park and design choices from Landworks studio. There were forty comment cards returned from the Open House; the top two votes were for a playground and a shelter. Mr. Meadors explained about the safety on the climbing structure, and there was conversation about the safety. Landworks Studio passed out two concept sketches and asked the Mayor and council to choose the one they liked the best. It was noted that changes, additions and amendments can be made as the process continues. The majority of the council preferred Concept No. Two. The next step on the time line is to review the bid documents.

BUSINESS REQUIRING ACTION

7. ORDINANCE NO. 1003 AMENDING SECTION 14-202 OF ARTICLE 2 OF CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO REVISE PROVISIONS PERTAINING TO THE "IDLING" OF MOTOR VEHICLES WITHIN THE CITY WAS CONSIDERED

After discussion with Mayor and Council about the citizen comments and concerns, council turned to City Attorney, Patrick Reavey about removing the idling ordinance from the city code book. It was noted Johnson County Department of Health and Environment will accept the phone calls and concerns at no charge.

There was no formal action taken. The matter will be reconsidered at a future meeting.

8. AN AGREEMENT WITH VARNEY AND ASSOCIATES CPAS, LLC FOR AUDITING SERVICES FOR THE 2015 FINANCIAL STATEMENTS WAS CONSIDERED

The Council informed the City of Edgerton sent letters to sixteen firms asking for a request for proposal; four were received for review. Staff interviewed two firms, and recommends Varney & Associates as the City's auditor for the City's 2015 financial statements.

Motion by Longanecker, seconded by Troutner, to approve the agreement with Varney & Associates CPA's, LLC for auditing for 2015.

Motion was approved, 4-0.

9. CHARTER ORDINANCE NO. 21 EXEMPTING THE CITY OF EDGERTON, KANSAS, FROM THE PROVISIONS OF SUB-PARAGRAPH (a) OF K.S.A. 12-1697, WHICH RELATES TO THE LEVY OF A TRANSIENT GUEST TAX, TO THE MAXIMUM RATE THEREOF, AND TO THE PURPOSES FOR WHICH SUCH TRANSIENT GUEST TAX MONIES MAY BE SPENT; AND EXEMPTING THE CITY FROM THE PROVISIONS OF 12-16, 101 RELATED TO ESTABLISHMENT OF A CONVENTION AND TOURISM COMMITTEE; AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECTS WAS CONSIDERED

Recommendation from the staff is to approve Charter Ordinance No. 21. It was noted, if voted in favor, the charter ordinance would take effect 61 days after the second publication, if no valid protest petition is received.

Motion by Brown, seconded by Crist to approve Ordinance No. 21 exempting the City of Edgerton, Kansas from the provisions of sub-paragraph (a) of K.S.A. 12-1697, which relates to the levy of a transient guest tax, to the maximum rate thereof, and to the purposes for which such transient guest tax monies may be spent; and exemption the City from the provisions of 12-16, 101 related to establishment of a convention and tourism committee; and providing substitute and additional provisions on the same subjects.

Motion was approved, 5-0.

10. AN AGREEMENT WITH BG CONSULTANTS TO PERFORM A SANITARY SEWER WATERSHED PRELIMINARY ENGINEERING REPORT WAS CONSIDERED

Motion by Longanecker, seconded by Crist, to approve the agreement with BG Consultants to perform a sanitary sewer watershed preliminary engineering report.

Motion was approved, 4-0.

11. REPORT BY THE CITY ADMINISTRATOR

Ms. Linn spoke about the KCP&L service increase beginning October 1.

It was noted there would be no meetings on the fourth Thursdays of November and December. November 19 and December 17 (the third Thursdays) will be reviewed to determine if those dates could be used for the second meetings of the month.

12. REPORT BY THE MAYOR

Mayor Roberts spoke about Johnson County Health & Environment in regards to hazardous waste.

He also spoke about senior lunches with USD 231 and the Senior Lunch at City Hall on September 21.

The Mayor spoke about the Johnson County Economic Development event on October 13.

13. FUTURE MEETING/EVENT REMINDERS

October 12th City Hall closed for Columbus Day

October 13th 7:00 P.M. Planning Commission Meeting CANCELLED

October 21st 8:00 – 9:00 A.M. – Edgerton host Chamber Coffee

October 21st Noon – Senior Lunch

October 22nd 7:00 PM – City Council Meeting

October 25th 4:00 – 7:00 – Halloween Fest

14. ADJOURN

Motion by Brown, seconded by Crist, to adjourn. Motion was approved, 4-0.

The meeting adjourned at 8:35 p.m.

Janeice L. Rawles, CMC
City Clerk

Approved by the Governing Body on _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider 2016 Human Service Fund Recommendations

Department: Administration

Background/Description of Item: The approved 2016 Budget includes allocation of \$1,650 to United Community Services of Johnson County. Similar to past years, the agreement with United Community Services (UCS) for the Human Service Fund provides participating jurisdictions such as Edgerton the authority and responsibility for determining allocations from the fund.

Enclosed for review and consideration by Edgerton City Council is UCS 2016 Human Service Fund Recommendations Report. UCS is recommending award of 2016 Human Service Fund grants to 13 programs. Those programs are detailed in the report.

Enclosure: United Community Services 2016 Human Service Fund Recommendations Report

Related Ordinance(s) or Statute(s):

Recommendation: Approve 2016 Human Service Fund Recommendations

Funding Source: General – General Government – Community Assistance (2016 Budget)

Prepared by: Beth Linn, City Administrator
Date: October 16, 2015



United Community Services of Johnson County

Board Members

Jill Quigley, President
Kate Allen
Brian S. Brown
Jennifer Bruning
Doug Davidson
Mary D. Estrada
Michael D. Hockley
Rev. Lee Jost
Janis McMillen, PhD
Justin Nichols
Tom Robinett
Paul Snider
Maury L. Thompson
Eric Wade
Tom Wertz
Eugene R. Wilson
Marc S. Wilson

Council of Advisors

Gary Anderson
Mary Birch
Dick Bond
David Cook, PhD
Ben Craig
Hon. Peggy Dunn
Hon. Ed Ellert
Jeffrey O. Ellis
SuEllen Fried
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Rabbi Mark Levin
Carol Sader
Joseph Sopcich, PhD
Brad Stratton
Charlie Sunderland
Elaine Tatham, PhD
Stephen Tatum
Tom Trigg, PhD
David Warm
Ron Wimmer, PhD
Hannes Zacharias

Executive Director

Karen Wulfkuhle

October 5, 2015

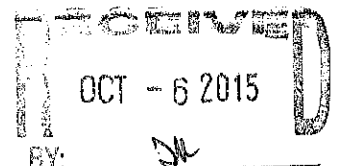
To: Beth Linn
From: Karen Wulfkuhle, Executive Director *KW*
RE: 2016 Human Service Fund Recommendation Report

The United Community Services Board of Directors has prepared its recommendation for allocation of the 2016 Human Service Fund. The enclosed report is submitted for Edgerton's approval. UCS is sincerely grateful for the increased funding from the participating jurisdictions which resulted in a total increase of \$36,065 to the funding pool. Thank you very much. To receive an electronic version of the document, please contact Marya Schott, maryas@ucsjoco.org.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for determining allocations from this fund. **The governing body is requested to approve the recommendation, and notify UCS no later than December 31, 2015.** After that date, the recommendation will stand as presented.

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

Enclosure: 2016 Human Service Fund Recommendation Report





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Carol Sader
Joseph Sopcich, PhD
Brad Stratton
Charlie Sunderland
Flaine Tatham, PhD
Stephen Tatum
Tom Trigg, PhD
David Warm
Ron Wimmer, PhD
Hannes Zacharias

Executive Director
Karen Wulfschlegel

2016 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Human service programs are a vital component of quality of life. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the **Human Service Fund** in 2016.

Together, Johnson County Government and 15 cities committed \$326,165 for program allocations in 2016. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 13 programs recommended for 2016 Human Service Fund grants. For 2016, jurisdictions were asked for an increase in their support, and as a result the HSF funding pool increased by \$36,065.

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

Through these programs, thousands of individuals and their families benefit. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

Jurisdictions are asked to accept the funding recommendations by December 31, 2015.

2016 Human Service Fund Recommendations

Applicant	2014 & 2015 Grant	2016 Request	2016 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$20,000	\$30,000	\$25,465	Court-ordered intervention by trained volunteers for children determined by judge to be "Child in Need of Care" due to abuse or neglect. Volunteers focus on the child and submit reports to judge.
Catholic Charities of NE Kansas	\$67,500	\$70,000	\$70,000	Emergency assistance and case management to meet basic needs of low-income families and help them work towards self-sufficiency.
El Centro	\$17,400	\$25,000	\$20,000	Safety net services for low-income, under-uninsured individuals and families, including emergency assistance (utilities and housing), assistance with access to healthcare, financial education and assistance with income tax filing.
Growing Futures Early Education Center (prior to Jan. 2015: Head Start of Shawnee Mission)	\$8,500	\$8,500	\$8,500	Scholarships for child care fees for enrolled low-income families during financial hardship, and crisis assistance for enrolled families who need help with food and housing.
Harvesters	\$7,500	\$8,000	\$8,000	BackSnack program provides a backpack of food for low-income school children to take home over the weekend.
Health Partnership Clinic	\$45,300	\$45,300	\$45,300	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Johnson County Interfaith Hospitality Network (IHN)	\$9,000	\$15,000	\$9,000	Case management for homeless single females and homeless families with children who receive shelter, meals, and transportation assistance from IHN.
Kansas Children's Service League	\$7,000	\$25,000	\$19,800	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	\$15,400	\$15,400	\$15,400	The Street Outreach Services Program serves runaway and homeless youth, with goal of safe housing. Addresses youths' immediate needs; related services and case management are available.
SAFEHOME	\$18,000	\$18,000	\$18,000	The Economic Empowerment Program promotes economic self-reliance for victims of domestic violence who are living in shelter, and for women in agency's outreach programs.
Salvation Army Family Lodge (Olathe)	\$15,000	\$15,000	\$15,000	Emergency and transitional housing for homeless and near homeless families in Johnson County, including related services and case management.
Sunflower House	\$32,500	\$32,500	\$32,500	Personal safety and prevention programs for children and youth. Prevention and education programs for child care professionals and caregivers, including mandated reporters.
The Family Conservancy	\$5,000	\$20,000	\$15,000	New program for HSF in 2016: The Family Conservancy's "Talk, Read, Play" Intensive Model will be delivered at two early childhood centers which serve low-income children. TRP strengthens parents' abilities to support their child's early learning and literacy development.
Total	\$268,100	\$327,700	\$301,965	The 2015 federal poverty level for a family of three is \$19,790.

2016 Human Service Fund Recommendations Report

CASA of Johnson and Wyandotte Counties

\$25,465
Recommendation

Funding is recommended for the Children in Need of Care (CINC) program, a court-ordered program that serves children a judge has determined to be a "Child in Need of Care." CASA is court-ordered to a CINC case because of conflicting case information, extreme neglect or abuse, or concerns about implementation of services. A trained CASA volunteer advocate focuses on the child's situation and gathers information from the child, family, social worker, attorney, and teacher, then with the CASA supervisor, identifies needed assessments or treatment for the child. CASA's report is submitted to the judge who uses it to make more informed decisions regarding the child's future.

Results Projected: Program results include children who do not experience additional abuse or neglect, have a stable adult presence in their lives, and remain in safe and permanent homes. CASA anticipates serving 315 Johnson County children during 2016.

Catholic Charities of Northeast Kansas

\$70,000
Recommendation

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

Results Projected: During 2016 the agency anticipates serving 27,000 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will undergo a case manager-led financial assessment, and 75% of clients who complete the assessment will attend financial literacy education services.

El Centro, Inc.

\$20,000
Recommendation

Funding is recommended for El Centro Services – Olathe/Johnson County Office. A set of safety net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Service include Emergency Assistance (utility and housing assistance, financial literacy classes), Health Navigation (access to health services, health care case management and patient navigation, translation and interpretation), and Economic Empowerment (budgeting, asset-building, income tax assistance).

Results Projected: During 2016 El Centro expects to serve 2,515 Johnson County residents at the Olathe office. Results include that clients' basic needs are met and healthcare access is improved.

Growing Futures Early Education Center (prior to Jan. 2015: Head Start of Shawnee Mission)

\$8,500
Recommendation

Funding is recommended for Growing Futures' Head Start Wrap Around Care program which provides extended day care (before and after hour care) for families in the preschool program. The majority of children in the Wrap Around Care program are Head Start-eligible (meet federal poverty guidelines). Human Service Fund scholarships pay Wrap Around Care fees for enrolled families having financial difficulties, which allows for continuity of early childhood care and education. Crisis assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time).

Results Projected: Children maintain enrollment in the program even though families face financial hardship, and children will show gains in 11 developmental domains. During 2016 Growing Futures projects serving 90 Johnson County children with the Wrap Around Care program.

Harvesters

\$8,000
Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools. Through this program a backpack filled with food is provided to low-income children who take it home for the weekend, when school meals are not available. Harvesters purchases food for the backpacks and links schools to a community partner, and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify children in greatest need of food assistance. Currently Harvesters collaborates with 52 schools and 28 community partners in Johnson County.

Results Projected: In 2016 the agency plans to serve 2,150 Johnson County children and distribute 75,000 backpacks. Results include positive effects on children's grades, behavior and health.

Health Partnership Clinic (HPC)

\$45,300
Recommendation

Funding is recommended for primary and preventative medical care, and dental and behavioral health services which are provided at Health Partnership Clinic's office in Olathe. HPC targets serving individuals living at or below 200% of the Federal Poverty Level; 55% of clients are uninsured and 45% have public insurance or Medicaid. Health Partnership Clinic, Johnson County's largest safety-net clinic, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. Specialty care is provided through a network of providers, and HPC assists patients with access to affordable prescription drugs through partnerships with local pharmacies.

Results Projected: Anticipated program results include increased access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes, and patients utilize the Health Partnership Clinic (HPC) as their ongoing source of care (i.e. a medical home). During 2016 HPC anticipates serving 21,160 Johnson County residents through 48,760 patient office visits or encounters.

**Johnson County
Interfaith
Hospitality Network
(JoCoIHN)**

\$9,000

Recommendation

JoCoIHN provides shelter, meals, transportation and case management for homeless families and single unaccompanied females. Area congregations provide shelter and meals on a rotating schedule while JoCoIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting and money management, and assistance with job and housing searches. JoCoIHN partners with 35 faith congregations.

Results Projected: During 2016 the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources and approximately 50 percent will move into homes of their own.

**Kansas Children's
Service League
(KCSL)**

\$19,800

Recommendation

Funding is recommended for Johnson County Healthy Families, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are "at-risk" for child abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services.

Results Projected: Families do not have any substantiated child abuse and neglect; children have health insurance and are current on immunizations, and have a developmental screen in the last six months (or are already receiving services for developmental delays). As a result of the increase in KCSL's HSF grant and with other funding, staffing will increase and 52 Johnson County individuals are expected to be served during 2016.

KidsTLC

\$15,400

Recommendation

Funding is recommended for KidsTLC Street Outreach Program (SOS) which serves runaway and homeless youth between the ages of 12 and 24. The overarching goal of the program is to get homeless and runaway youth into safe and stable housing. In addition, the young peoples' immediate needs for food and hygiene items are met; youth are educated about sexual abuse, sexual exploitation and domestic violence; and, case management services are available.

Results Projected: During 2016 the organization estimates serving 60 Johnson County youth through this program. Program results include securing housing for youth, and providing case management with an additional focus on higher-risk, higher-needs youth.

SAFEHOME

\$18,000

Recommendation

SAFEHOME provides shelter and other assistance for victims of domestic violence. Funding is recommended to support SAFEHOME's Economic Empowerment Program. Through education, support, and referrals to community agencies, this program assists women in taking control of their finances and moving towards financial independence. The program also includes housing advocacy to help women find safe, affordable housing. Clients participating in SAFEHOME'S outreach/transitional living programs also have access to financial literacy classes.

Results Projected: Program participants secure employment, enroll in job training or education programs, and achieve budgeting/credit goals. The agency projects this program will serve 225 Johnson County residents during 2016.

**The Salvation Army
Olathe**

\$15,000

Recommendation

Funding is recommended to assist low and very low income homeless families in Johnson County with food and temporary shelter at the Johnson County Family Lodge (a homeless shelter) in Olathe. Families are given a private room for the duration of their stay which averages 90 days. Residents meet weekly with a case manager who utilizes the strengths-based case management model, keep a budget, and work on debt recovery and completing a GED, if needed. Services offered at the Lodge include financial literacy and parenting classes, tutoring (from Blue Valley School District volunteers), and a preschool.

Results Projected: In addition to providing safe shelter, results include families who increase their skills or income, and move into transitional or permanent housing. The Family Lodge anticipates serving 175 Johnson County residents during 2016.

Sunflower House

\$32,500

Recommendation

Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) *Happy Bear*, an interactive play for children ages four through seven enrolled in public and private early childhood centers and elementary schools; 2) *Let's Talk About Personal Safety* delivered in elementary schools (third through fifth grade) which includes lessons on personal safety (unwelcome touching), bullying, and internet and cell phone safety; 3) *Let's Cyber-Chat*, an internet safety program delivered to fifth through eighth grade students; 4) *P.S. It's My Body*, a curriculum which includes lessons on personal safety, bullying, and sexual abuse; 5) *Keeping Kids Safe Online*, a workshop for parents provided in partnership with the FBI Cyber Crimes Unit; 6) *Abusive Head Trauma Prevention* for parents and others who provide care for young children; 7) *Stewards of Children*, a child sexual abuse prevention training for adults which is appropriate for youth-serving and faith-based organizations; and, 8) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, how to appropriately report it (procedures/law), and how to handle a child's disclosure.

Results Projected: Children are knowledgeable of strategies to recognize, resist and report abuse; youth increase their knowledge of online safety and indicate they will report unwanted communication, and can identify how to report it; and, mandated reporters and caring adults are trained to identify and report child abuse and neglect. The agency anticipates reaching 15,000 Johnson County residents during 2016.

**The Family
Conservancy**

**\$15,000
Recommendation**

Funding is recommended for “Talk, Read, Play” (TRP), a parent-child initiative lead by The Family Conservancy since 2011. The TRP Intensive Model will be implemented at Olathe Head Start and JoCo Community College Hiersteiner Child Development Center (HCDC). TRP trains child care providers and addresses parents’ basic abilities to support their child’s early learning and literacy development. It helps parents interact intentionally with their children, furthering at home the lessons child development educators begin building with children in the classroom. TRP places special emphasis on reaching low-income parents where research suggests it has potential to have a greater impact on children’s healthy development. All of the children at Olathe Head Start are from low-income families. HCDC is open to JCCC students and faculty, as well as the community, including those who are on the free/reduced lunch program and/or are receiving state subsidy.

Results Projected: Parents increase in frequency of talking, reading and playing with their children. Child care providers increase utilization of TRP strategies in the classroom, distribution of TRP materials to families, and on-site parent event activities. During 2016 The Family Conservancy plans to serve 564 individuals at Olathe Head Start and HCDC.

APPENDIX A**2016 HUMAN SERVICE FUND
PARTICIPATING JURISDICTIONS**

JURISDICTION	CONTRIBUTION
Johnson County	\$121,275
De Soto*	\$2,000
Edgerton	\$1,650
Gardner	\$5,500
Leawood	\$11,500
Lenexa	\$17,000
Merriam	\$3,000
Mission	\$7,000
Olathe	\$46,000
Overland Park	\$75,700
Prairie Village	\$7,000
Roeland Park	\$3,930
Shawnee	\$21,500
Spring Hill	\$1,650
Westwood	\$1,260
Westwood Hills	<u>\$200</u>
Total from County Government & Cities	\$326,165
UCS Administration	<u>\$24,200</u>
Total Available to Allocate	\$301,965

*De Soto's contribution is pending.

APPENDIX B

2016 HUMAN SERVICE FUND GUIDELINES & REVIEW COMMITTEE

HUMAN SERVICE FUND

The HSF is a competitive process that awards grants to nonprofit organizations for operating human service safety net programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. The human service safety net cares for and protects the vulnerable, and provides pathways and opportunities for the disadvantaged to become contributing members of society. Components of the safety net that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

FUNDING PRIORITIES 2016

The HSF supports programs that benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

2016 Funding Priorities:

1. Programs funded by the HSF must deliver measureable outcomes which benefit Johnson County residents and, in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
2. Programs funded by the HSF must fit the definition of "Safety Net or Work Supports." Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care.
3. Priority will be given to programs that serve individuals and/or families with income below or near the federal poverty level.
4. Priority will be given to programs that are not primarily funded or delivered by local, state or federal governments.
5. Priority will be given to programs that demonstrate innovation and/or collaboration in program delivery.

ELIGIBILITY

- Current §501(c)(3) designation and in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information, such as, but not limited to, the most recent IRS Form 990.
- The program serves primarily Johnson County, Kansas residents who live with income at or near federal poverty level. Programs that do not meet this criterion may still be eligible if the program leads to the prevention of poverty, and primarily serves Johnson County residents.
- The program clearly defines and measures outcomes for participants.
- The program benefits local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
- The applicant complies with Agency Standards.
- Applicants must affirm that the agency does not discriminate on the basis of age, sex, ethnicity, disability, race, color, ancestry, political affiliation, religion, sexual orientation, mental health disability or national origin.

- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle.
- Applications for substance abuse programs are not accepted and should be directed to the Alcohol Tax Fund.

2016 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- Jennifer Bruning, *Committee Chair*, Kansas State Alliance of YMCAs
- Kate Allen, Johnson County Community College
- Michael Hockley, Spencer Fane Britt & Browne LLP
- Justin Nichols, Lathrop & Gage LLP

Community Representatives

- Sydney Craft, Community Volunteer
- Anita Roman-Garcia, Reser's Fine Foods
- Thomas Wertz, Community Volunteer

Staff support: Marya Schott, UCS Community Initiatives Director

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Ordinance No. 1003 Amending Section 14-202 Of Article 2 Of Chapter XIV Of The Edgerton, Kansas Municipal Code To Remove Existing Provisions Pertaining To The "Idling" Of Motor Vehicles Within The City

Department: Community Development

Background/Description of Item:

Updated Information: At the City Council's October 8, 2015 meeting, staff was directed by the Council to redraft the Ordinance to remove Section 14-202 of Article 2 of Chapter XIV of the Edgerton, Kansas Municipal Code pertain to the "Idling" of Motor Vehicles within the City. The updated Ordinance has been attached. Additional changes to include the removal of similar requirements from the L-P Logistics Park District of the Unified Development Code will require future consideration following the standard Public Hearing process for changes to Zoning Regulations. By removing the provisions of idling motor vehicles from the City of Edgerton Municipal Code, the State of Kansas Administrative Regulations (KAR 28-19-712 through KAR 28-19-712d) will remain enforceable by Kansas Department of Health and Environment and Johnson County Department of Environmental Health.

Original Information:

Following the September 10, 2015 City Council meeting, staff has drafted the proposed changes that were suggested by the City Council. The updated regulations (attached) have been provided to the City Attorney for review and to be drafted into an official ordinance. A property owner adjacent to Dee's Mini Mart has also contacted the city with comments and concerns in regards to the idling of trucks. These e-mails and staff's response are also attached to this agenda item.

At the City Council's August 27, 2015 meeting, Mr. Singh (Owner of Dee's Mini Mart) made a presentation in regards to concerns that they have in regards to the City's Regulations dealing with the Idling of Motor Vehicles. He informed the City Council that they have had a number of customers express that they are intending to not continue to patronize this business as they have been approached by Law Enforcement in regards to the City's regulations on the idling of vehicles. Mr. Singh also submitted changes that he is proposing for the City Council to consider of this regulation. These changes included an increase in the idle time from 5 minutes to 30 minutes in a 60 minute period and to add an exemption for bathroom or food break. The City Council instructed staff to perform research on this issue to be brought back before the City Council for further discussion. Following is an overview of the current regulations, research and items for discussion by the Council.

The City of Edgerton's current regulations for the idling of motor vehicles (see attached) is not specific to a certain type of vehicle (personal vehicle, diesel, commercial truck) but is enforceable on any motor vehicle required to be registered and have a license plat by the DMV. Any such motor vehicle is limited to idling for no more than 5 minutes in every 60 minute period in designated areas of limited idling zone:

1. Any City parking lot or property;
2. Any City owned or operated park area;
3. Pick-up or drop-off areas on all school property, parking lots, and commercial and industrial delivery or loading zones; and
4. Commercial or industrial delivery zones, including, but not limited to, private drives or areas leading to the delivery zone.

The regulations continue and specify that motor vehicles may not idle for more than 30 minutes in every 60 minutes for loading or unloading. The regulations also provide exceptions for: (1) emergency vehicles; (2) vehicles stopped in traffic, by a traffic control device or by law enforcement officer; (3) mechanical difficulties; (4) Electric utility vehicles for restoration, repair, modification or installation of electric utility service; (5) to operate auxiliary equipment (not for cabin comfort); and (6) when the temperature is below 32° or above 85°.

Staff has performed research as to what regulations other communities currently enforce in regards to restrictions on the idling of vehicles. Johnson County has regulations which is very similar to our current regulations (5 minute idling or 30 minutes loading/unloading) although it is located in their Zoning Regulations for Planned Zoning Districts and is specifically addressed to heavy duty diesel vehicles with a gross vehicle weight of over 14,001 pounds as part of certain uses (such as warehouse/distribution, manufacturing, truck stops, etc.). The City of Gardner limits idling of any motor vehicle to no more than 10 minutes (in areas of limited idling zones). Also included with the packet is a document created by Cummings, "Idle Talk", and which includes a listing of selected regulations across the Country and Canada. Some of these regulations appear to have been updated and made more restrictive from when this document was created, but does still provide a reasonable idea of what standards are in place in other communities.

A number of the documents which are enclosed provide information about the impacts which can occur with the idling of trucks and even cars. Some of these impacts need to be taken into consideration as part of looking at updating the existing regulations. These impacts include increased fuel use, engine wear, pollution and noise and can have an impact on the person operating the vehicle or on adjacent properties. These impacts have also changed over time in regards to how idling or restarting vehicles has an impact on the maintenance of trucks.

According to the document *Truck Engine Idling*, "Running an engine at low speed (idling) causes twice the wear on internal parts compared to driving at regular speeds. According to the American Trucking Association, such wear can increase maintenance costs by almost \$2,000 per year and shorten the life of the engine." While it is typically mentioned that diesel engines have problems restarting, and this may be true for older vehicles, newer engines do not operate in the same manner and it is also specified that most engine manufacturers recommend that engines only need to run for roughly 3-5 minutes before and after driving. *Illinois Green Fleet* also mentions this as a reason why many drivers idle their trucks. This documents goes on to specify that "Contrary to these types of idling practices once utilized in the industry with much older engines, diesel engine manufacturers insist that engines will restart after being turned off, and that starter technology has improved so the increased frequency of restarts will not harm the truck's ignition." A final issue for the operation of a truck that is typically mentioned as a need to idle is fuel gelling. A number of the attached documents specify that this issue has been partially resolved by refineries through the use of winter blends but that most idling regulations do provide some type of exception when the weather is extremely cold.

Staff would suggest that the City Council consider the following questions. What is the intent of the current idling regulations and is it meeting this purpose? Are there unanticipated consequences of these regulations that should be updated to better reflect the intent of the City Council? How will changing or not changing the regulations affect existing businesses, adjacent property owners or future development? Staff would further suggest that

Enclosure: **Draft Ordinance No. 1003 – Section 14-202**
KAR 28-19-712 through 28-19-712d

Related Ordinance(s) or Statute(s): 14-202

Recommendation: Approve Ordinance No. 1003 Amending Section 14-202 Of Article 2 Of Chapter XIV Of The Edgerton, Kansas Municipal Code To Remove Existing Provisions Pertaining To The "Idling" Of Motor Vehicles Within The City

Funding Source: NA

Prepared by: Kenneth Cook, Community Development Director
Date: October 19, 2015

ORDINANCE NO. 1003

AN ORDINANCE AMENDING ARTICLE 2 OF CHAPTER XIV OF THE EDGERTON, KANSAS MUNICIPAL CODE TO REMOVE EXISTING SECTION 14-202 PERTAINING TO THE “IDLING” OF MOTOR VEHICLES WITHIN THE CITY

WHEREAS, Section 14-202 of Article 2 of Chapter XIV of the Edgerton, Kansas Municipal Code contains regulations that apply to the “idling” of trucks within the City; and

WHEREAS, Kansas Administrative Regulations (under the direction of the Secretary of KDHE) already provide for regulating and enforcing rules throughout Johnson County, Kansas (and these regulations apply to the “idling” of trucks within Edgerton) on the topic of “idling” of trucks; and

WHEREAS, the City believes the regulation and enforcement of rules on “idling” of trucks is best left to the State of Kansas and cooperative agreements it has for regulation and enforcement through Johnson County, Kansas.

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

SECTION 1: Section 14-202 of Article 2 of Chapter XIV of the Edgerton, Kansas Municipal Code is hereby repealed and removed from the City Code, and said Section number will be reserved for future use.

SECTION 2: Effective Date. This Ordinance shall be effective after its passage, approval and publication once in the City’s official paper.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 22nd DAY OF OCTOBER, 2015.

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

APPROVED AS TO FORM:

Patrick G. Reavey, City Attorney

28-19-651 through 28-19-713. Reserved.

VOLATILE ORGANIC COMPOUND EMISSIONS

28-19-712. Idle reduction rule. Definitions. The following terms shall apply to K.A.R. 28-19-712 through K.A.R. 28-19-712d.

(a) “Auxiliary power unit” means an integrated system that provides heat, air conditioning, engine warming, or electricity to components of a heavy-duty diesel vehicle and is certified by the administrator of the USEPA under 40 C.F.R. part 89 as meeting applicable emission standards.

(b) “Commercial vehicle” means any motor vehicle, other than a passenger vehicle, and any trailer, semitrailer, or pole trailer drawn by the motor vehicle that is designed, used, and maintained for the transportation of persons or property for hire, compensation, or profit or in the furtherance of a commercial enterprise.

(c) “Gross vehicle weight rating” means the weight specified by the manufacturer as the loaded weight of a single vehicle.

(d) “Heavy-duty diesel vehicle” means any motor vehicle that meets the following conditions:

(1) Has a gross vehicle weight rating of more than 14,001 pounds;

(2) is powered by a diesel engine; and

(3) is designed primarily for transporting persons or property on a public street or highway.

(e) “Idling” means the operation of an engine in the operating mode during either of the following situations:

(1) When the engine is not in gear; or

(2) when the engine operates at the revolutions per minute specified by the engine or vehicle manufacturer, the accelerator is fully released, and there is no load on the engine.

(f) “Institutional vehicle” means any motor vehicle, other than a passenger vehicle, and any trailer, semitrailer, or pole trailer drawn by the motor vehicle that is designed, used, and maintained for the transportation of persons or property for an organization, establishment, foundation, or society.

(g) “Load or unload location” means any site where a driver idles a heavy-duty diesel vehicle while waiting to load or unload. This term shall include the following:

(1) Distribution centers;

(2) warehouses;

(3) retail stores;

(4) railroad facilities; and

(5) ports.

(h) “Passenger vehicle” means any motor vehicle designed for carrying not more than 10 passengers and used for the transportation of persons.

(i) “Public vehicle” means any motor vehicle, other than a passenger vehicle, and any trailer, semitrailer, or pole trailer drawn by the motor vehicle that is designed, used, and maintained for the transportation of persons or property at the public expense and under public control. (Authorized by K.S.A. 2009 Supp. 65-3005; implementing K.S.A. 65-3010; effective June 25, 2010.)

28-19-712a. Applicability. K.A.R. 28-19-712 through K.A.R. 28-19-712d shall apply only in Johnson and Wyandotte counties to any person who owns or operates either of the following:

(a) Any heavy-duty diesel vehicle that is also a commercial vehicle, institutional vehicle, or public vehicle; or

(b) any load or unload location. (Authorized by K.S.A. 2009 Supp. 65-3005; implementing K.S.A. 65-3010; effective June 25, 2010.)

28-19-712b. General requirement for heavy-duty diesel vehicles. No person who owns or operates a heavy-duty diesel vehicle specified in K.A.R. 28-19-712a(a) shall cause that vehicle to idle for more than five minutes in any 60-minute period, except as provided in K.A.R. 28-19-712c and K.A.R. 28-19-712d. (Authorized by K.S.A. 2009 Supp. 65-3005; implementing K.S.A. 65-3010; effective June 25, 2010.)

28-19-712c. General requirement for load or unload locations. No person who owns or operates a load or unload location for freight shall cause any heavy-duty diesel vehicle that is also a commercial vehicle to idle for a period longer than 30 minutes in any 60-minute period while waiting to load or unload at that location. (Authorized by K.S.A. 2009 Supp. 65-3005; implementing K.S.A. 65-3010; effective June 25, 2010.)

28-19-712d. Exemptions. K.A.R. 28-19-712b shall not apply to the following: (a) Any heavy-duty diesel vehicle specified in K.A.R. 28-19-712a(a) that idles in any of the following conditions:

(1) While forced to remain motionless because of road traffic or an official traffic control device or signal or at the direction of a law enforcement official;

(2) when operating defrosters, heaters, air conditioners, safety lights, or other equipment solely for safety or health reasons and not as part of a rest period;

(3) during a state or federal inspection to verify that all equipment is in good working order, if idling is required as part of the inspection; or

(4) during mechanical difficulties over which the driver has no control;

(b) a police, fire, ambulance, military, utility, emergency, or law enforcement vehicle or any vehicle being used in an emergency capacity that idles while in an emergency or training mode and not for the convenience of the vehicle operator;

(c) an armored vehicle that idles when a person remains inside the vehicle to guard the contents or while the vehicle is being loaded or unloaded;

(d) an occupied vehicle with a sleeper berth compartment that idles for purposes of air conditioning or heating during government-mandated rest periods;

(e) a vehicle that is used exclusively for agricultural operations and only incidentally operated or moved upon the highway;

(f) a primary propulsion engine that idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for the activity;

(g) a primary propulsion engine that idles when necessary to power mechanical or electrical operations other than propulsion, including mixing, refrigerating, or processing cargo, or the operation of a hydraulic lift. This exemption shall not apply when idling for cabin comfort or operating nonessential onboard equipment;

(h) an auxiliary power unit or generator that is operated as an alternative to idling the main engine; and

(i) a bus that is also a commercial vehicle, institutional vehicle, or public vehicle that idles a maximum of 15 minutes in any 60-minute period to maintain passenger comfort while nondriver passengers are on board. (Authorized by K.S.A. 2009 Supp. 65-3005; implementing K.S.A. 65-3010; effective June 25, 2010.)

28-19-713. Nitrogen oxides (NO_x) emission reduction rule. Applicability. K.A.R. 28-19-713 through K.A.R. 28-19-713d shall apply to the owner or operator of each stationary source located in Wyandotte or Johnson county that annually emits at least 1,000 tons of nitrogen oxides from the entire facility, based on an average of the total emissions for the 2005, 2006, and 2007 calendar years. The total emissions shall be the sum of the actual emissions and the potential-to-emit emissions for each calendar year. The actual emissions shall be calculated pursuant to K.A.R. 28-19-210. If the actual emissions are more than 1,000 tons of nitrogen oxides for each calendar year, the potential-to-emit emissions may be excluded from the total emissions calculation. The potential-to-emit emissions shall be used for periods exceeding two weeks of operational inactivity due to maintenance, construction, or modification. (Authorized by K.S.A. 2009 Supp. 65-3005; implementing K.S.A. 65-3010; effective June 25, 2010.)

28-19-713a. Emission limitation requirements. No owner or operator subject to K.A.R. 28-19-713 shall allow any emission unit to emit nitrogen oxides in excess of the following emission limitations based on a 30-day rolling average:

(a) From electric generating units, for the purposes of K.A.R. 28-19-713 through K.A.R. 28-19-713d, the following:

(1) 0.26 pounds per million British thermal units (lbs/ MMBtu) for unit 1, a turbo wall-fired Riley Stoker boiler located at the Nearman Creek power station in Kansas City, Kansas; and

(2) 0.20 lbs/MMBtu for unit 2, a wall-fired Riley Stoker boiler located at the Quindaro power station in Kansas City, Kansas; and

(b) from flat glass furnaces, 7.0 pounds per ton of glass produced. (Authorized by K.S.A. 2009 Supp. 65-3005; implementing K.S.A. 65-3010; effective June 25, 2010.)

28-19-713b. Alternate emissions limit. Each owner or operator of an emission unit subject to an emissions limit for nitrogen oxides specified in K.A.R. 28-19- 713a(a) that is also subject to a more stringent Kansas or USEPA emissions limit for nitrogen oxides shall comply with the more stringent emissions limit for that emission unit. (Authorized by K.S.A. 2009 Supp. 65-3005; implementing K.S.A. 65-3010; effective June 25, 2010.)

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: October 22, 2015

Agenda Item: Public Hearing
Partial Assignment of Resolution of Intent

Subject: Property Tax Abatement for ELHC XV, LLC Project

Hearing Notice Published: October 14, 2015 in the *Gardner News*

Summary:

The City has received an application for property tax abatement from ELHC XV, LLC. ELHC XV desires to construct an approximately 548,000 sq. ft. spec warehouse and distribution facility to be located at 19351 Montrose Street in Edgerton, Kansas. In order for the City to grant property tax abatement, the City must first hold a public hearing, consider the cost-benefit report and then approve a partial assignment of the Master Resolution of Intent.

Public Hearing

A notice of the public hearing has been published at least seven days prior to the date of this meeting. Written notice of the public hearing has also been provided to the County and the School District. The Council should take comments from the public.

Cost-Benefit Report

Columbia Capital Management, LLC has prepared a cost-benefit report for the proposed project. The Council should consider the cost-benefit report and ask any questions the Council may have about the report.

Partial Assignment of Resolution of Intent

The City previously adopted a Master Resolution of Intent for the benefit of Edgerton Land Holding Company, LLC ("Edgerton Land") for constructing various projects in the Logistics Park-Kansas City, and provided for the issuance of up to \$1,000,000,000 in industrial revenue bonds. The Master Resolution of Intent allows Edgerton Land to assign portions of the Master Resolution of Intent to various companies that locate within the park. The partial assignment of the Master Resolution of Intent assigns \$25,200,000 of the Master Resolution of Intent to ELHC XV for the purpose of constructing this project.

RESOLUTION NO. 10-22-15A

RESOLUTION CONSENTING TO THE PARTIAL ASSIGNMENT OF A RESOLUTION OF INTENT FROM EDGERTON LAND HOLDING COMPANY, LLC TO ELHC XV, LLC, OR ITS SUCCESSORS IN INTEREST

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 thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the City adopted Resolution No. 07-08-10A on July 8, 2010, as amended by Resolution No. 04-25-13A adopted on April 25, 2013 and Resolution No. 04-09-15A on April 9, 2015 (collectively, the "Resolution of Intent") determining the intent of the City to issue its industrial revenue bonds in multiple series, the aggregate amount of all series not to exceed \$1,000,000,000 (the "Bonds"), to finance the costs of acquiring, constructing, reconstructing, improving and equipping the Logistics Park Projects (as defined in the Resolution of Intent) for the benefit of Edgerton Land Holding Company, LLC (the "Developer"); and

WHEREAS, the Resolution of Intent permits the Developer, with the consent of the City, to assign a portion of its interest in the Resolution of Intent to another entity, thereby conferring on such entity the benefits of the Resolution of Intent and the proceedings related thereto; and

WHEREAS, the Developer desires to assign \$25,200,000 of its interest in the Resolution of Intent to ELHC XV, LLC, a Kansas limited liability company (the "Company"), for the purposes of permitting the Company to acquire, construct and equip a commercial project, consisting of an approximately 548,000 sq. ft. warehouse and distribution facility (the "ELHC Project"), to be located at 19351 Montrose Street in Edgerton, Kansas; and

WHEREAS, the City desires to consent to such partial assignment of the Resolution of Intent to the Company.

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

Section 1. Partial Assignment of Resolution of Intent. The Governing Body of the City hereby consents to the assignment by the Developer of \$25,200,000 of the Developer's interest in the Resolution of Intent to the Company for the purposes of completing the ELHC Project, which is a Logistics Park Project. The City agrees that the Company will now be entitled to the benefits of the Resolution of Intent to the same extent and on the same terms as the Developer with respect to the ELHC Project.

Section 2. Authorization to Proceed. The Company is authorized to proceed with the acquiring, constructing and equipping of the ELHC Project, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the City will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 3. Benefit of Resolution. This Resolution will inure to the benefit of the City and the Company. The Company may, with the prior written consent of the City, assign its interest in this Resolution and the Resolution of Intent to another entity, and such assignee will be entitled to the benefits of this Resolution, the Resolution of Intent and the proceedings related hereto.

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

ADOPTED this 22nd day of October, 2015.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel



6330 Lamar
Suite 200
Overland Park, Kansas 66202
Jeff White, Principal
913.312.8077
jwhite@columbiacapital.com

October 14, 2015

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

RE: Cost-Benefit Analysis for ELHC XV, LLC

Dear Beth:

Please find attached the results of our cost-benefit analysis related to the projected property tax abatement to be granted by the City to applicant ELHC XV, LLC, related to the construction of a new 548,000 square foot warehousing facility in Logistics Park Kansas City (LPKC). The purpose of this analysis is to satisfy the City's requirement pursuant to KSA 12-1749d or KSA 79-251(a)(1) to undertake a cost-benefit analysis before granting a property tax abatement. This analysis assumes the City grants a 100% property tax abatement for 10 years with the applicant paying an annual payment-in-lieu-of-taxes equal to \$0.21 per square foot on the building to be constructed.

KSA 12-1749d(2) requires notification of anticipated abatements only to counties or school districts affected. As a result, our analysis focuses on financial impacts to the City, Johnson County and the Gardner/Edgerton schools. We have not calculated the cost-benefit on other taxing jurisdictions. State law also requires the analysis to include "the effect of the exemption on state revenues." Our modeling includes such an estimate.

Our proprietary cost-benefit modeling relies on a number of key assumptions in the calculation of net present value benefit to the City, Johnson County and USD 231. Most of our assumptions are derived from public information, although some inputs are based upon dialogue with subject matter experts, including staff of the Kansas Department of Revenue. Some of these key assumptions include:

- An evaluation of the direct costs and benefits of the project. Columbia's model does not include indirect or "spin-off" effects as a result of input-output multipliers.
- A ten-year analysis timeframe for each individual project, matching the maximum permitted term of the abatement.
- Direct costs to the City, the County, the school district and the State as estimated by Columbia based upon the financial reports, expert analysis and/or conversations with key staff members within those agencies and at the State of

Kansas. Please note our analysis assumes the return of a school finance formula that provides aid to districts on a per pupil basis.

- Where applicable, reliance upon statistical data as reported in the 2010 US Census.
- The use of a discount rate comprised of two components: a risk-free rate of return (the current yield of the on-the-run 10-year US Treasury) plus a risk premium of two (2) percent. The value of the discount rate is a proxy for the opportunity cost of the City (and other agencies) of foregoing the future property and/or sales tax revenues that would be generated by the development. Thought of another way, if the City had those revenues in hand and placed them in an alternative investment with the same risk characteristics, what would be its expected rate of return?

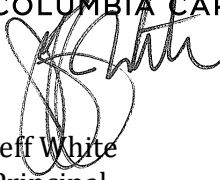
The output of the model is presented as the net present value benefit/(cost) of the project for the City, County and school district over the 10-year life of the abatement on each project. The net benefit (or, if negative, cost) of the incentive package is presented in today's dollars. The estimated impact on State revenues is presented in nominal (future value) terms. We also provide an estimated future value project contribution to the City's Public Infrastructure Fund (PIF). While the modeling shows a significant net present value benefit to the City, it is important to note that *the majority of the City's net benefit is reinvested in LPKC through the PIF.*

In the preparation of this cost-benefit analysis, Columbia has relied upon the information provided to it by applicant and has not independently verified or validated these data. The City must draw its own conclusions as to the reliability of these data.

Finally, the intent of this analysis and of the applicable statutes is to inform the governing body's policy debate about the value of the abatement incentive it is providing to the applicant. The project's generation of a net present value benefit to the agencies affected should be but one of the many factors in the governing body's decision about whether and how much incentive to provide to any applicant.

Thank you in advance for your thoughtful consideration of the analysis attached. Please let me know if you have any questions.

Respectfully submitted,
COLUMBIA CAPITAL MANAGEMENT, LLC



Jeff White
Principal



SUMMARY OF COSTS AND BENEFITS
City of Edgerton, Kansas

APPLICANT INFORMATION:

Application Date:	10/9/15	Summary of Incentives Provided:	100% real property tax abatement for a 10 year period, as well as a construction sales tax exemption for materials, with a PILOT payment of \$0.21/s.f. per year.
Firm Name:	ELHC XV, LLC		
Firm Address:	6300 N Revere Drive, Suite 225 Kansas City, MO 64151		
Firm Contact:	Patrick Robinson 816.888.7380		

SUMMARY OF INCENTIVE PACKAGE (LOCAL GOVERNMENT IMPACTS ONLY):

Year	Property Tax Abatement		Construction Sales Tax Abatement		Direct Incentives		
	(%)	(\$)	(%)	(\$)	City	County	School
2	100	389,989	100	25,725	0	0	0
3	100	389,989	100	0	0	0	0
4	100	389,989	100	0	0	0	0
5	100	389,989	100	0	0	0	0
6	100	389,989	100	0	0	0	0
7	100	389,989	100	0	0	0	0
8	100	389,989	100	0	0	0	0
9	100	389,989	100	0	0	0	0
10	100	389,989	100	0	0	0	0
11	100	389,989	100	0	0	0	0

PAYMENT IN LIEU OF TAXES RECEIPTS:

City	County	School
Year	Year	Year
25,213	13,332	52,317
25,213	13,332	52,317
25,213	13,332	52,317
25,213	13,332	52,317
25,213	13,332	52,317
25,213	13,332	52,317
25,213	13,332	52,317
25,213	13,332	52,317
25,213	13,332	52,317
25,213	13,332	52,317
25,213	13,332	52,317

SUMMARY OF PRESENT VALUE BENEFITS:

City Summary				
Year	Total Benefits	Total Costs	Net Benefit	Net PV Benefit
2	378,156	115,454	262,702	242,976
3	377,054	115,454	261,600	232,696
4	377,074	115,454	261,620	223,806
5	377,094	115,454	261,640	215,256
6	377,116	115,454	261,661	207,034
7	377,138	115,454	261,684	199,126
8	377,162	115,454	261,707	191,521
9	377,186	115,454	261,732	184,208
10	377,212	115,454	261,758	177,175
11	377,240	115,454	261,785	170,411
	3,772,432	1,154,542	2,617,890	2,044,209

County Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
99,636	99,824	-188	-174
72,584	74,099	-1,515	-1,347
72,632	74,099	-1,467	-1,255
72,682	74,099	-1,417	-1,166
72,734	74,099	-1,365	-1,080
72,789	74,099	-1,310	-997
72,847	74,099	-1,252	-916
72,907	74,099	-1,191	-839
72,971	74,099	-1,128	-763
73,038	74,099	-1,061	-691
754,820	766,714	-11,894	-9,228

School District Summary			
Total Benefits	Total Costs	Net Benefit	Net PV Benefit
288,596	240,692	47,904	44,307
288,596	240,692	47,904	42,611
288,596	240,692	47,904	40,980
288,596	240,692	47,904	39,412
288,596	240,692	47,904	37,903
288,596	240,692	47,904	36,452
288,596	240,692	47,904	35,057
288,596	240,692	47,904	33,715
288,596	240,692	47,904	32,425
288,596	240,692	47,904	31,183
2,885,959	2,406,918	479,040	374,045

SUMMARY OF ECONOMIC IMPACT (over 10-year period):

Number of jobs to be created : 150

Number of new residents:

City	3
County	6
School District	6

Expected 10-Year Contribution to PIF: \$ 1,928,960

Impact of exemption on state revenues: \$ (48,318)

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: October 22, 2015

Agenda Item: Resolution of Intent

Subject: Transpec Leasing Incorporated

Hearing Notice Published: Not Required for Sales Tax Only IRBs

Summary:

The City has received an application for the issuance of industrial revenue bonds from Transpec Leasing Incorporated. Transpec desires to construct an approximately 478,000 sq. ft. surface container storage lot, 4,800 sq. ft. shop building and a 400 sq. ft. security building at the southwest corner of 191st and Waverley Road in Edgerton, Kansas.

Transpec is requesting that the bonds be issued so that the project is eligible for a sales tax exemption on construction materials and personal property. Bond Counsel estimates that the sales tax exemption certificate will save Transpec approximately \$350,000 in construction costs. The City will require a \$25,000 origination fee for issuing the industrial revenue bonds.

Transpec is not requesting any ad valorem property tax abatement at this time. No ad valorem property tax abatement will be granted for this project unless a future request for such abatement is received from Transpec and the Governing Body votes to grant such abatement at that time.

Public Hearing/Cost-Benefit Report

KSA 12-1749d only requires a cost-benefit report and public hearing for the issuance of industrial revenue bonds when the project will be eligible for an exemption from ad valorem taxation. Accordingly, a cost-benefit report has not been completed and a public hearing is not being held.

RESOLUTION NO. 10-22-15B

A RESOLUTION DETERMINING THE INTENT OF THE CITY OF EDGERTON, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE APPROXIMATE AMOUNT OF \$19,000,000 TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL FACILITY FOR THE BENEFIT OF TRANSPAC LEASING INCORPORATED

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 is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act and to lease or sublease such facilities to private persons or entities; and

WHEREAS, Transpac Leasing Incorporated, a Kansas corporation (the "Company"), has requested the City to issue its industrial revenue bonds in the approximate principal amount of \$19,000,000 (the "Bonds"), for the purpose of financing the cost of acquiring, constructing, improving and equipping an approximately 478,000 sq. ft. surface container storage lot, 4,800 sq. ft. shop building and a 400 sq. ft. security building (the "Project") located on 50 acres of land at the southwest corner of 191st Street and Waverley Road in Edgerton, Kansas, and to sublease the Project to the Company all pursuant to the Act; and

WHEREAS, it is found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that the City issue the Bonds pursuant to the Act, such Bonds to be payable solely out of rentals, revenues and receipts derived from the sublease of the Project by the City to the Company, or its successors or assigns, as lessee; and

WHEREAS, the City is not considering granting an exemption from ad valorem taxes for the Project at this time;

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

Section 1. Approval of Project. The Governing Body of the City finds and determines that the acquisition, construction and equipping of the Project will promote, stimulate and develop the general welfare and economic prosperity of the City through the promotion and advancement of commercial development of the City and the issuance of the Bonds to pay such costs will be in furtherance of the public purposes set forth in the Act.

Section 2. Intent to Issue Bonds. The Governing Body of the City determines and declares the intent of the City to assist the Company in completing the Project through the issuance of the Bonds pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the City will (i) issue its Bonds to pay the costs of acquiring, constructing, improving and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined by ordinance of the City; (ii) provide for the sublease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the City and take or cause to be taken such other action as may be required to implement this Resolution.

Section 4. No Ad Valorem Tax Exemption. While the Company may request an exemption from ad valorem taxes for the Project at a future date, the City is not considering any such request at this time. No exemption from ad valorem taxes shall result from the issuance of the Bonds without Governing Body approval authorizing such exemption.

Section 5. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to:

- (i) obtaining any necessary governmental approvals;
- (ii) agreement by the City, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, including, but not limited to, provisions relating to the security for the payment of the Bonds and provisions relating to the maintenance of the Project;
- (iii) agreement by the City and the Company on mutually acceptable terms and conditions of a payment-in-lieu of tax agreement;
- (iv) payment of all costs of issuance of the Bonds and all other costs and fees of the City, including the City's origination fee; and
- (v) compliance with the Act relating to the issuance of industrial revenue bonds and ad valorem tax exemption.

Section 6. Sale of the Bonds/Authority to Proceed. The sale of the Bonds shall be the responsibility of the Company, but arrangements for the sale of the Bonds shall be subject to the City's approval. The Company is authorized to proceed with the acquisition and completion of the Project (provided all other City approvals and permits have been obtained) and to advance such funds as may be necessary to accomplish such purposes, and to the extent permitted by law, the City shall reimburse the Company for such expenditures out of the proceeds of the Bonds, when and if issued. Notwithstanding such authorization, the Company proceeds at its own risk and if for any reason, the Bonds are not issued, the City shall have no liability to the Company for any reason. The Act provides that the City may only issue the Bonds by adoption of an ordinance authorizing the Bonds and providing for the terms and details of the Bonds. The City has not yet adopted an ordinance. This Resolution only evidences the intent of the current Governing Body to issue Bonds for the Project. Nothing herein shall be construed as a guaranty by the City that the Bonds will be issued.

Section 7. Assignment. The Company may, without the consent of the City but with advance written notice to the City, assign all or a portion of its interest in this Resolution to any Affiliated Entity or, with the prior written consent of the City, to another entity, provided such assignee intends to acquire, equip and construct the Project. For the purposes of this Resolution, "Affiliated Entity" means any entity or person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. "Control," when used with respect to a particular entity or person, means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such entity whether through the ownership of voting stock, by contract or otherwise. The Company may assign all or a portion of its interest in this Resolution to any party that is not an Affiliated Entity only with the consent of the City.

Section 8. Limited Obligations of the City. The Bonds and the interest thereon shall be special, limited obligations of the City payable solely out of the rents, revenues and receipts of the City derived from the sublease of the Project to the Company. The Bonds shall not constitute a general obligation of the City, the State of Kansas or any other political subdivision thereof, shall not constitute a pledge of the full faith and credit of the City, the State of Kansas or any other political subdivision thereof and shall not be payable in any manner by taxation.

Section 9. Origination Fee. The City will charge an origination fee of \$25,000 for the issuance of the Bonds. The origination fee shall be due in full at the time the Bonds are issued. If the Company requests an exemption for ad valorem taxes for the Project and the City grants such request, the City may amend the origination fee for issuing the Bonds at that time.

Section 10. Multiple Series. The Company may elect to issue the Bonds in multiple series. All Bonds or series of Bonds issued under this Resolution must be issued prior to December 31, 2017. If the Bonds are issued in multiple series, the origination fee shall be charged each time a series of Bonds is issued.

Section 11. Further Action. SA Legal Advisors LC, Bond Counsel for the City, and officers and employees of the City, are authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the City all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 12. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED October 22, 2015.

CITY OF EDGERTON, KANSAS

(Seal)

Donald Roberts, Mayor

ATTEST:

Janeice Rawles, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Preliminary Design/Build Agreement with Burns & McDonnell/CAS Construction for Edgerton Wastewater Treatment Facility Conversion and Conveyance System

Department: Utilities

Background/Description of Item: In June 2014, the City of Edgerton received the Kansas Water Pollution Control Permit for the Edgerton Wastewater Treatment Facility (EWWTF). Section E of this permit (Schedule of Compliance) listed several requirements from the Kansas Department of Health and Environment (KDHE) including significantly more stringent nutrient removal requirements for plant effluent. Edgerton WWTF was constructed in 1981. Significant construction and upgrade would be required at EWWTF to meet the nutrient removal standards required by KDHE.

In January 2015, city staff together with City Engineer presented to City Council an alternate plan to remove the existing EWWTF out of service by June 30, 2019 by installing a pump station and force main to transport the sewage to the Big Bull Creek Wastewater Treatment Facility (BBC WWTF). Edgerton City Council approved Resolution No. 01-22-15A in support of this concept. This alternate approach was approved by Kansas Department of Health and Environment (KDHE) as shown in the attached letter dated March 2015.

Since that approval, several items have occurred prompting staff to consider accelerating the removal of the EWWTF and installation of a pump station with connection to BBC WWTF. First, Kansas City Power and Light was recently approved for a nine percent (9%) rate increase beginning October 1st. Electricity is a significant cost in the operation of a wastewater treatment facility. Second, Big Bull Creek has been operational for over a year which provides the City actual flow data that was not available in January. This flow data illustrates the ability for BBC WWTF to accept current daily flows handled by EWWTF. Finally, the influent flow meter shorted at EWWTF. The meter no longer reads accurately and is erratic at times. Replacement of the meter is estimated at \$3000 as the parts are obsolete. Additionally the pump with the belt press effluent is not functioning. These equipment failures are signs of the age of infrastructure for the EWWTF. Staff becomes increasingly concerned about the ability to service and/or replace parts at EWWTF.

Based on these items, staff explored accelerating the time schedule for conversion of the EWWTF to a pump station with a connection to BBC WWTF. This connections provides several benefits once complete including Edgerton's ability to guarantee flow to the BBC WWTF, reduce administrative costs (including personnel, chemicals, utilities, sludge removal) for operating two plants simultaneously and ability to accelerate meeting the nutrient removal requirements required by KDHE.

Staff recommends securing the same design-build team used for BBC WWTF (Burns & McDonnell/CAS Construction). Using this team would significantly decrease the time and cost involved as this project was discussed during the BBC WWTF project. The team is already familiar with city infrastructure (including both plants) and has a strong relationship with staff and City Engineer.

SCOPE OF WORK

The preliminary design-build agreement is structured very similar to BBC WWTF. The scope of the work for the preliminary d/b agreement is listed below. Staff and City Engineer has reviewed the scope of work and is in agreement.

- A. Pump Station siting evaluation, considering up to 2 locations.
- B. Evaluate the potential to eliminate the influent 8-inch sanitary sewer and utilize only the existing 10-inch overflow line. Evaluation will consist of a limited desktop hydraulic evaluation of the upstream line capacity and the potential for creating backups within the existing system. Evaluation is limited to 3 manholes upstream from the City WWTP.
- C. Pump station sizing evaluation based on average day and peak flow rates provided by Owner.
- D. Preliminary force main sizing and material assessment/recommendation
- E. Force main alignment study, assuming 1 alignment as provided by City.
- F. Preliminary hydraulic evaluation and pump sizing
- G. Assess the project permitting requirements
- H. Assess the project easement requirements
- I. Topographic survey for the selected alignment option, selected pump station site, and a limited number of key upstream manholes from the selected pump station site. Survey will include a pipeline corridor generally 100ft wide as well as the area for the proposed pump station as well as manhole lid and invert elevations immediately upstream of the City WWTP including 2 manhole locations west of 5th Street.
- J. Property identification, title research and development of strip maps in support of the City's property acquisition.
- K. Geotechnical investigation for the selected alignment option, including up to 3 borings at the potential pump station site, 2 near the local rock quarry, 2 near Bull Creek, and 8 probes to determine depth to rock. Note that this limited number of probes will be used to develop an estimated quantity of rock excavation for our subcontractor, and a unit adjustment price will be used to address any changes in final quantities.
- L. Develop and distribute letters to appropriate agencies and organizations as identified for the State's Intergovernmental Review process. It is anticipated that at least 2-3 agencies will not be able to provide approval Surveys for endangered species, wetlands, and cultural resource are to be completed in a future scope of work. No additional permitting or permitting fees are included.
- M. Develop a Preliminary Engineering Report for approval by the City and submittal to the Kansas Department of Health and Environment, describing the project, major equipment sizing, pipeline route, opinion of probable cost, project schedule, and any other key pieces of information as required for the State of Kansas' Revolving Loan Fund Program.
- N. Attend monthly design progress meeting with the City as well as three City Council meetings, including 2 public hearings.
- O. Develop a letter report to the City describing the recommended approach and key activities for decommissioning the existing City Wastewater Treatment Plant.
- P. Development of a stipulated price for the Project described to be used in the development of a subsequent Design/Build Agreement.

COST

Similar to the scope of work, the cost structure for this agreement set up very similar to the preliminary agreement for BBC WWTP. Listed below are categories of cost used to develop the total price for agreement. Three categories of work are provided for with an allowance to include subsurface

investigation, topographical survey and environmental permits. These items of work will not exceed the amount listed below, but will only be billed for services provided. Total costs not to exceed \$200,800.

- A. For professional services associated with preliminary design and Stipulated Price Development, a lump sum amount of: \$115,800
- B. For construction estimating and logistics analysis, a lump sum amount of: \$4,500
- C. For its out-of-pocket costs, for subsurface investigation, an allowance of: \$30,000
- D. For its out-of-pocket costs, for topographic survey, title research, strip maps and legal descriptions, and allowance of: \$41,200
- E. For assistance in acquiring environmental permits including preparation of letters for distribution to appropriate agencies and organizations identified as part of the State's Intergovernmental Review process for the proposed pipeline alignments and pump station site, an allowance of: \$9,300

FUNDING

In the response letter to the City, KDHE mentions the availability of Kansas Water Pollution Control Revolving Fund (KWPCRF) available for the City's use on this project. Staff has spoken to KDHE and confirmed the availability of those funds. Additionally, staff has confirmed the ability to amend our existing KDHE loan for BBC WWTF to include a design-build project for the conversion of the EWWTF and construction of a conveyance system. KDHE has confirmed the project would be eligible. Additionally, the design-build team has agreed to defer the cost of the preliminary design-build cost until approval of the design-build agreement and the guaranteed maximum price for construction. If City Council would choose not to move forward with the project at that time, the team would invoice the City for the preliminary design-build agreement costs immediately. This flexibility allows the City to secure funding through the State Revolving Loan program and complete items necessary as part of the program include a financial capability analysis. The preliminary design-build agreement costs would be eligible for reimbursement through the KWPCRF once the loan is amended.

SCHEDULE

Preliminary Design-Build Agreement includes 120 calendar days from execution of the agreement. Near the end of that time, staff together with the design-build team will bring forward the design-build agreement to include the recommended construction scope of work with guaranteed maximum price for consideration by City Council.

City Attorney has reviewed preliminary design-build agreement and terms and conditions. City Attorney and D/B team are still negotiating final terms and conditions. Staff would recommend approval of the Preliminary Design-Build Agreement with two changes to include invoice for completion of work will occur at time of approval of design-build agreement/GMP and the design year shall be 2035 with entire agreement and terms and conditions subject to final approval by City Attorney.

Enclosures: Preliminary Design-Build Agreement
Correspondence from KDHE March 2015

Related Ordinance(s) or Statute(s):

Recommendation: Approve Preliminary Design/Build Agreement with Burns & McDonnell/CAS Construction for Edgerton Wastewater Treatment Facility Conversion and Conveyance System with two changes to include invoice for completion of work will occur at time of approval of design-build

agreement/GMP and the design year shall be 2035 subject to final approval of Agreement and Terms and Conditions by City Attorney

Funding Source: Anticipated Kansas Water Pollution Control Revolving Loan Fund. No funding necessary until City Council considers Design-Build Agreement and Guaranteed Maximum Price

Prepared by: Beth Linn, City Administrator
Date: October 19, 2015

PRELIMINARY DESIGN/BUILD AGREEMENT

This **AGREEMENT**, entered this _____ day of _____, 2015, between The City of Edgerton, Kansas (hereinafter “Owner”) and Burns & McDonnell / CAS Construction, Edgerton Joint Venture 1, (hereinafter “Joint Venture”) for the preliminary design and development of a stipulated price for the City Pump Station and Force Main project in the City of Edgerton, KS (Project). The Project will include infrastructure necessary to pump all projected flows conveyed to the City’s existing WWTP to the Big Bull Creek WWTP for treatment through a design year of 2025.

The City and Joint Venture agree as follows:

1. Until such time as a complete and final contract for the entire Project is executed by the parties, Joint Venture is authorized to proceed with preliminary design to include the following:
 - A. Pump Station siting evaluation, considering up to 2 locations.
 - B. Evaluate the potential to eliminate the influent 8-inch sanitary sewer and utilize only the existing 10-inch overflow line. Evaluation will consist of a limited desktop hydraulic evaluation of the upstream line capacity and the potential for creating backups within the existing system. Evaluation is limited to 3 manholes upstream from the City WWTP.
 - C. Pump station sizing evaluation based on average day and peak flow rates provided by Owner.
 - D. Preliminary force main sizing and material assessment/recommendation
 - E. Force main alignment study, assuming 1 alignment as provided by City.
 - F. Preliminary hydraulic evaluation and pump sizing
 - G. Assess the project permitting requirements
 - H. Assess the project easement requirements
 - I. Topographic survey for the selected alignment option, selected pump station site, and a limited number of key upstream manholes from the selected pump station site. Survey will include a pipeline corridor generally 100ft wide as well as the area for the proposed pump station as well as manhole lid and invert elevations immediately upstream of the City WWTP including 2 manhole locations west of 5th Street.
 - J. Property identification, title research and development of strip maps in support of the City’s property acquisition.
 - K. Geotechnical investigation for the selected alignment option, including up to 3 borings at the potential pump station site, 2 near the local rock quarry, 2 near Bull Creek, and 8 probes to determine depth to rock. Note that this limited number of probes will be used to develop an estimated quantity of rock excavation for our subcontractor, and a unit adjustment price will be used to address any changes in final quantities.
 - L. Develop and distribute letters to appropriate agencies and organizations as identified for the State’s Intergovernmental Review process. It is anticipated

- that at least 2-3 agencies will not be able to provide approval Surveys for endangered species, wetlands, and cultural resource are to be completed in a future scope of work. No additional permitting or permitting fees are included.
- M. Develop a Preliminary Engineering Report for approval by the City and submittal to the Kansas Department of Health and Environment, describing the project, major equipment sizing, pipeline route, opinion of probable cost, project schedule, and any other key pieces of information as required for the State of Kansas' Revolving Loan Fund Program.
 - N. Attend monthly design progress meeting with the City as well as three City Council meetings, including 2 public hearings.
 - O. Develop a letter report to the City describing the recommended approach and key activities for decommissioning the existing City Wastewater Treatment Plant.
 - P. Development of a stipulated price for the Project described to be used in the development of a subsequent Design/Build Agreement.
2. Design Builder will solicit competitive proposals for Owner's review and approval prior incorporating into the stipulated price, for the following:
- A. Major Subcontractors
 - a. Pipeline Installation
 - B. Commodity materials
 - a. Pipeline Materials
 - C. Major Process Equipment
 - a. Pumps
 - b. Variable Speed Drives
 - c. Communications Equipment
3. Joint Venture will be reimbursed as stated below:
- A. For professional services associated with preliminary design and Stipulated Price Development, a lump sum amount of:
\$115,800 ;
 - B. For construction estimating and logistics analysis, a lump sum amount of:
\$4,500 ;
 - C. For its out-of-pocket costs, for subsurface investigation, an allowance of:
\$30,000 ;
 - D. For its out-of-pocket costs, for topographic survey, title research, strip maps and legal descriptions, and allowance of:
\$41,200 ;
 - E. For assistance in acquiring environmental permits including preparation of letters for distribution to appropriate agencies and organizations identified as part of the State's Intergovernmental Review process for the proposed pipeline alignments and pump station site, an allowance of:
\$9,300

4. Design / Builder will submit its invoice in its standard format based on cost incurred at the conclusion of the scope items listed above. Payment shall be due within 30 days of invoice date.
5. Time of service shall be 120 calendar days from Owners execution of this agreement and notice to proceed.
6. If the Owner should decide not to proceed with the Project, it will have no further obligation to Joint Venture other than the payment in full of the compensation set out above.
7. If an Agreement for final design and construction of the Project is executed with the Joint Venture, the costs set out above will be credited against the final contract with Joint Venture for construction.
8. The attached Terms and Conditions shall apply.

Burns & McDonnell / CAS Construction,
Edgerton Joint Venture 1

City of Edgerton, Kansas

By _____

By _____

Date _____

Date _____

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project:	Date of Letter, Proposal, or Agreement:
Client:	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company / CAS Construction, Edgerton Joint Venture 1. (The Joint Venture) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. The Joint Venture has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO THE JOINT VENTURE

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in The Joint Venture's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by The Joint Venture in collecting any delinquent amount, including reasonable attorney's fees. If a portion of The Joint Venture's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise The Joint Venture in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, The Joint Venture will maintain Errors and Omissions or Professional Liability Insurance with limits of \$1,000,000, Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, and Commercial General Liability and Automobile Liability insurance each with combined single limits of \$1,000,000.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and The Joint Venture as an Additional Insured or to endorse Client and The Joint Venture using ISO form CG 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of The Joint Venture in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and The Joint Venture. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and The Joint Venture release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by construction contractor's property insurance during and after the completion of The Joint Venture's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide waivers of subrogation in favor of Client and The Joint Venture for damage covered by any construction contractor's property insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and The Joint Venture from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others outside of this agreement. Any reuse without written verification or adaptation by the Joint Venture for the specific purpose intended or construction of the intended project by a builder or design builder other than the Joint Venture will be at Client's sole risk and without liability or legal exposure to the Joint Venture, or to the Joint Venture's independent professional associates or consultants, and Client shall indemnify and hold harmless the Joint Venture and the Joint Venture's independent professional associates and consultants from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation by the Joint Venture will entitle the Joint Venture to further compensation at rates to be agreed upon by Client and the Joint Venture.

C. If this Project involves construction and The Joint Venture does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless The Joint Venture from any liability arising from this Project or Agreement, except to the extent caused by The Joint Venture's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. The Joint Venture will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If The Joint Venture fails to meet the foregoing standard, The Joint Venture will perform at its own cost, the professional services necessary to correct errors and omissions reported to The Joint Venture within the applicable statute of limitations in writing within one year from the completion of The Joint Venture's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will The Joint Venture be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. The Joint Venture's aggregate liability for all damages connected with its services for the Project, not excluded by the preceding subparagraph, whether or not covered by The Joint Venture's insurance, will not exceed the amount of applicable insurance maintained by The Joint Venture \$400,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the sole and exclusive obligations of The Joint Venture and remedies of Client, whether liability of The Joint Venture is based on contract,

warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. The Joint Venture's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. The Joint Venture shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with The Joint Venture's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by The Joint Venture of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of The Joint Venture's instruments of service. The Joint Venture, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. The Joint Venture shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by The Joint Venture pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by The Joint Venture for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to The Joint Venture.

B. In the event that The Joint Venture is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which The Joint Venture shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by The Joint Venture relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on The Joint Venture's experience, qualifications, and judgment as a professional. Since The Joint Venture has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, The Joint Venture does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by The Joint Venture.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon The Joint Venture in performing such services, notwithstanding the responsibility of The Joint Venture set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless The Joint Venture and its officers, directors, employees, agents, consultants and

subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by The Joint Venture's willful or negligent disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by The Joint Venture during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make The Joint Venture responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to The Joint Venture the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by The Joint Venture's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and The Joint Venture agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release The Joint Venture from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of The Joint Venture's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and The Joint Venture.

14. TERMINATION

Services may be terminated by Client or The Joint Venture by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay The Joint Venture all amounts due The Joint Venture for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by The Joint Venture in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in ~~Johnson Jackson~~ County, ~~Kansas Missouri~~, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in ~~Johnson Jackson~~ County, ~~Kansas Missouri~~, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date The Joint Venture's services are substantially complete.

16. WITNESS FEES

A. The Joint Venture's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay The Joint Venture pursuant to The Joint Venture's then current schedule of hourly labor billing rates for time spent by any employee of The Joint Venture responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from The Joint Venture's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of ~~Kansas~~Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

The Joint Venture's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor The Joint Venture shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between The Joint Venture and Client relative to The Joint Venture's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to The Joint Venture's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to The Joint Venture a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by The Joint Venture, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -



Susan Mosier, MD, Acting Secretary

Department of Health & Environment

Sam Brownback, Governor

March 3, 2015

Ms. Beth Linn, City Administrator
404 E Nelson
P O Box 255
Edgerton, Kansas 66021

Re: Edgerton, Kansas
NPDES Permit No. M-MS08-OO01

Dear Ms. Linn:

This responds to your letter of January 23, 2015 (copy attached, including attachments to that letter), provided to address the Schedule of Compliance in the referenced NPDES permit for the older, small, oxidation ditch wastewater treatment facility serving the City. The Schedule of Compliance within the NPDES permit No. M-MC08-OO01 (copy attached) required the City provide a written response by no later than January 31, 2015, indicating any operational improvements or minor construction modifications to this oxidation ditch facility to improve nutrient removal to contribute toward compliance with the nutrient limitations imposed on both the City's wastewater treatment facilities – Permit Nos. M-MC08-OO01 and M-MC08-OO02. As indicated in the January 23, 2015, letter, and the attached City "Resolution 1-22-15A", the City's plan is to abandon the older, small oxidation ditch facility Permit No. M-MC08-OO01 and connect to send sewage flow to the new wastewater treatment facility Permit No. M-MC08-OO02. The schedule is to complete the project to construct the necessary pumping station and force main by no later than June 30, 2019. The Permit No. M-MC08-OO01 would then "expire" and not be reissued.

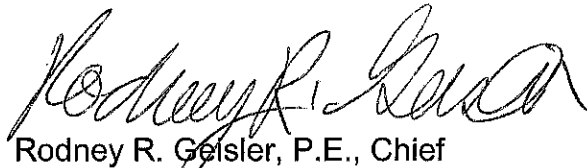
This department accepts the City's plan as proposed, including the schedule for the project. The Schedule of Compliance deadline date of January 31, 2015, is satisfied, and the deadline date of December 31, 2016, is extended to June 30, 2019, to complete the construction project. The permit(s) will not be modified, and this letter will serve as the formal acceptance of the City's plan. As always, both wastewater treatment facilities must be operated to the best of their ability to treat pollutants, and reduce the discharge of pollutants into the receiving streams. If the project is not completed by June 30, 2016, the schedule would need to be extended by a more formal enforcement action document.

Letter to the City of Edgerton
March 3, 2015
Page 2

Additional low interest loan funding is available from the Kansas Water Pollution Control Revolving Fund, if the City desires to apply. If you should have any questions, please contact me by e-mail at rgeisler@kdheks.gov or by voicephone at 785-296-5527.

Sincerely yours,

Division of Environment

A handwritten signature in black ink, appearing to read "Rodney R. Geisler", is written over the typed name.

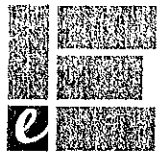
Rodney R. Geisler, P.E., Chief
Municipal Programs Section
Bureau of Water

RRG:rg

Enclosures: Copy of January 23, 2015, City letter, including attachments
Copy of NPDES Permit No. M-MC08-0001

Pc:

City Engineer -- BG Consultants -- Lawrence (Hamby) w/encls
North East District w/ encls
Rod Geisler
Permit File w/ encls



EDGERTON

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

January 23, 2015

Rodney Geisler, P.E., Chief
Municipal Programs Section, Bureau of Water
Kansas Department of Health and Environment
1000 SW Jackson Street, Suite 420
Topeka, Kansas 66612-1367

RECEIVED

JAN 26 2015

BUREAU OF WATER *bl*

Re: Permit No. M-MC08-O001
Edgerton, Kansas

Dear Mr. Geisler,

The City has received the Kansas Water Pollution Control Permit for the Edgerton Wastewater Treatment Facility (WWTF) dated June 30, 2014. Several requirements were listed in Section E – Schedule of Compliance. The City wishes to propose alternate compliance with those requirements. The City of Edgerton requested the City Engineer would with Edgerton staff to develop a plan to take the existing WWTF out of service by June 30, 2019. The attached plan and opinion of cost includes the installation of a pump station and force main to get the sewage to the Big Bull Creek Wastewater Treatment facility.

The City Engineer presented the report and opinion of cost to the City Council on January 22, 2015 during their regular council meeting. The Edgerton City Council approved a Resolution of Support indicating support of the plan to take the existing WWTF out of service by June 30, 2019 and install the appropriate infrastructure to allow treatment of the sewage at the Big Bull Creek Facility. The City plans to initiate a financial impact study in 2016, design in 2017 and construction in 2018. The City will evaluate financing options for the project but will strongly consider using the State Revolving Loan Fund for financing of the project.

Thank you for your willingness to consider alternate compliance with the requirements listed in the permit. If you have any questions, please do not hesitate to contact me at (913) 893-6231 x 115 or blinn@edgertonks.org.

Sincerely,

Beth Linn
City Administrator

Cc: David Hamby, P.E., BG Consultants, City Engineer
Michael Mabrey, City of Edgerton Utility Superintendent

Memorandum

City of Edgerton

City Engineer

TO: Beth Linn, City Administrator
FROM: David Hamby, City Engineer
CC:
DATE: January 7, 2015
RE: Kansas Water Pollution Control Permit (Edgerton WWTF)

Background

The Kansas Department of Health and Environment (KDHE) issued a permit and authorization to discharge for the Edgerton Wastewater Treatment Facility (WWTF) on June 30, 2014. The permit included a schedule of compliance that required the City to "provide KDHE with an operations review and develop a plan and design upgrades if necessary to improve the wastewater treatment operations for nutrient reductions which will also satisfy the nitrate and phosphorus waste load allocations required by the EPA-approved TMDLs for total nitrogen and phosphorus in the Marais des Cygnes River/Hillsdale Reservoir." I spoke with Rod Geisler about the permit requirements. I told him that the City planned to retire the existing facility prior to the expiration date of the permit which is June 30, 2019. He indicated an operations review and plan for upgrades would not be necessary if that was the City's plan.

We have developed a concept plan for retiring the existing WWTF. It includes a new pump station at the existing WWTF along with a proposed 10" Force Main which will connect the proposed pump station to the existing sanitary sewer manhole located just north of I-35 and west of Homestead Lane. We have completed a concept design which allowed us to prepare an Engineer's Opinion of Probable Cost (EOPC) for the project. The EOPC has been attached along with a map of the proposed improvement locations.

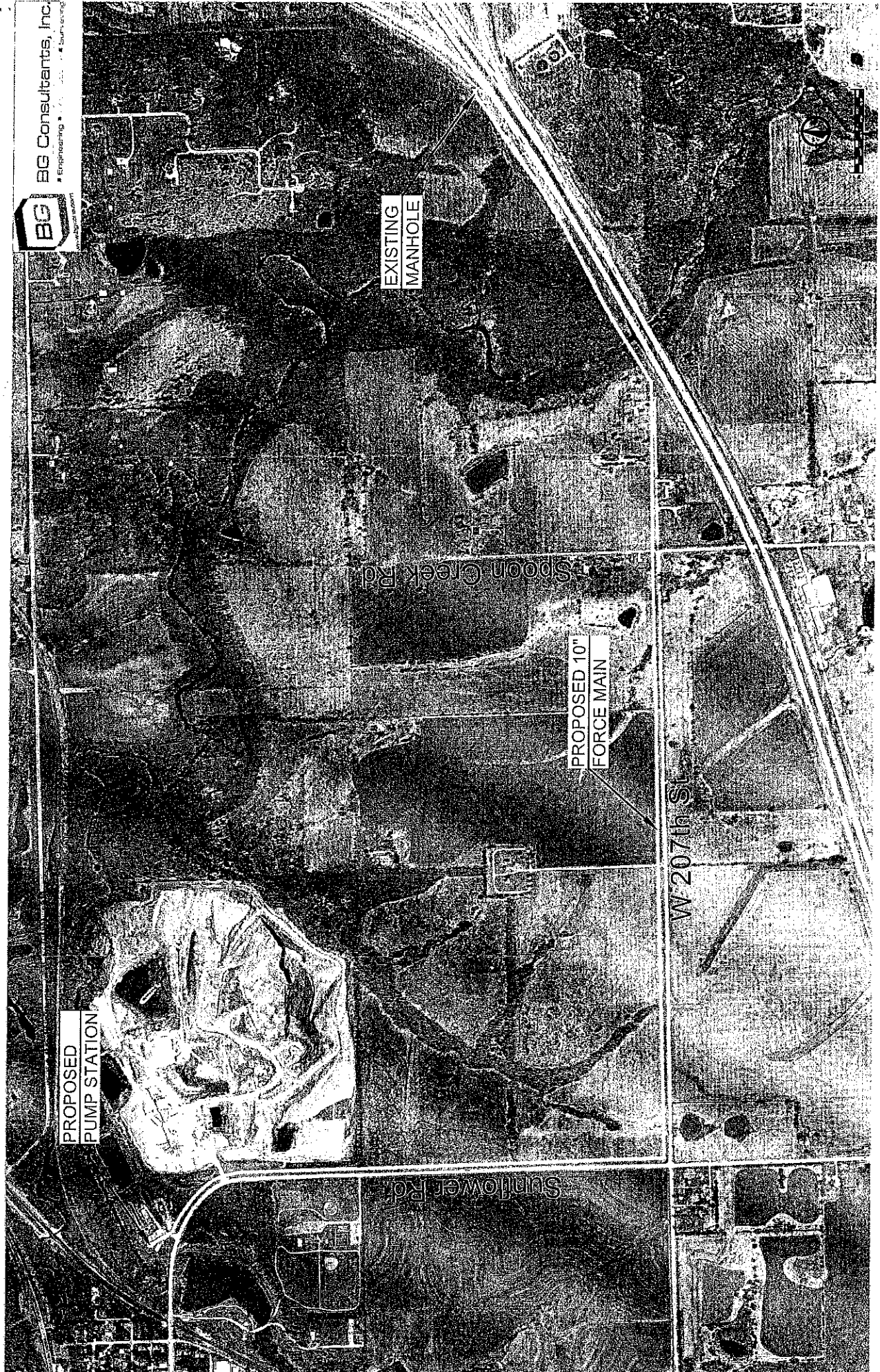
Rod indicated that the KDHE has State Revolving Loan funds available for the City to use if they desire to use that funding mechanism. A financial impact study has not been completed for this project. We can prepare one if you desire.

Action Requested

A letter needs to be prepared and submitted to Rod Geisler by January 31, 2015 which documents the City's plan for improvements along with an estimated schedule.



BG Consultants, Inc.
• Engineering • Surveying •



PROPOSED
PUMP STATION

EXISTING
MANHOLE

PROPOSED 10"
FORCE MAIN

Spoon Creek Rd

W 207th St

Sunflower Rd

Lift Station and Force Main Improvements
Opinion of Probable Costs - January 7, 2015
Edgerton, Kansas
15-1021L

<u>Item #</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	1	L.S.	\$ 25,000.00	\$ 25,000.00
2.	Clearing and Grubbing	1	L.S.	\$ 20,000.00	\$ 20,000.00
3.	Contractor Construction Staking	1	L.S.	\$ 3,500.00	\$ 3,500.00
4.	Traffic Control	1	L.S.	\$ 2,500.00	\$ 2,500.00
5.	Seeding	1	L.S.	\$ 9,000.00	\$ 9,000.00
6.	Erosion Control	1	L.S.	\$ 3,500.00	\$ 3,500.00
7.	Site Grading	1	L.S.	\$ 500.00	\$ 500.00
8.	8' Diameter Precast Wet Well	14	V.F.	\$ 1,000.00	\$ 14,000.00
9.	30-35 hp Pump Station Equipment w/ above Grade Valve Vault	1	L.S.	\$ 120,000.00	\$ 120,000.00
10.	Misc. Equip/Materials & Installation	1	L.S.	\$ 35,000.00	\$ 35,000.00
11.	Diesel Generator	1	L.S.	\$ 40,000.00	\$ 40,000.00
12.	Electrical	1	L.S.	\$ 15,000.00	\$ 15,000.00
13.	Controls	1	L.S.	\$ 10,000.00	\$ 10,000.00
14.	10" Force Main (PVC)	14,100	L.F.	\$ 35.00	\$ 493,500.00
15.	Install Air/Vacuum Relief Valve Assembly	6	Each	\$ 4,000.00	\$ 24,000.00
16.	Boring (Uncased)	150	L.F.	\$ 75.00	\$ 11,250.00
17.	Boring (Cased)(20")	100	L.F.	\$ 350.00	\$ 35,000.00
18.	Connect to Existing Manhole	1	Each	\$ 2,000.00	\$ 2,000.00
Construction Subtotal =					\$ 863,750.00
+20% Construction Contingency =					\$ 172,750.00
Construction Total =					\$ 1,036,500.00
+25% Engineering, Inspection, Admin. =					\$ 259,125.00
Project Total =					\$ 1,295,625.00

Notes: - R/W and Easement acquisition has not been included.
- Rock excavation amounts are unknown at this time and existing geology may affect the Project Total

RECEIVED

JAN 26 2015

RESOLUTION NO. 1-22-15A

BUREAU OF WATER

A RESOLUTION CONCERNING CITY'S PLAN TO HAVE ALL CITY WASTEWATER TREATED AT BIG BULL CREEK WASTEWATER PLANT BY JUNE 30, 2019, AND THEREAFTER CEASE OPERATION OF THE PLANT CURRENTLY USED AS THE CITY'S PRIMARY TREATMENT PLANT

WHEREAS, the City has received a report from the City Engineer concerning a plan to cease operating the wastewater treatment plant that has historically been (and is currently) used by the City to treat its wastewater; and

WHEREAS, it is the City's plan to make improvements to its current system so that all City wastewater will be delivered to and treated at Big Bull Creek Wastewater Plant by June 30, 2019.

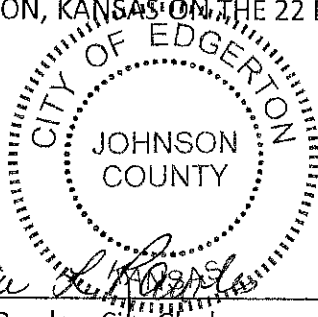
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDGERTON, KANSAS, AS FOLLOWS:

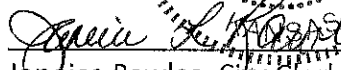
SECTION ONE: It is hereby resolved that, on or before June 30, 2019, the City will have completed improvements to its wastewater treatment system so that all wastewater generated within the City will be delivered to and treated at the Big Bull Creek Wastewater Treatment Plant.

SECTION TWO: This Resolution will become effective following its adoption and approval by the Governing Body of the City of Edgerton.


ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF EDGERTON, KANSAS, ON THE 22 DAY OF JANUARY, 2015.

ATTEST:



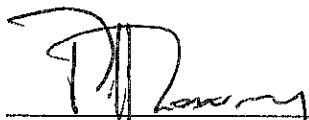

Janeice Rawles, City Clerk

CITY OF EDGERTON, KANSAS

By: 

Donald Roberts, Mayor

APPROVED AS TO FORM:



Patrick G. Reavey, City Attorney

Kansas Permit No.: M-MC08-0001

Federal Permit No.: KS0046388

KANSAS WATER POLLUTION CONTROL PERMIT AND
AUTHORIZATION TO DISCHARGE UNDER
THE NATIONAL POLLUTANT DISCHARGE
ELIMINATION SYSTEM

Pursuant to the Provisions of Kansas Statutes Annotated 65-164 and 65-165, the Federal Water Pollution Control Act as amended, (33 U.S.C. 1251 et seq; the "Act"),

Owner: Edgerton, City of

Owner's Address: P.O. Box 255
Edgerton, Kansas 66021

Facility Name: Edgerton Wastewater Treatment Facility

Facility Location: SE¼, NE¼, NE¼, Section 8, Township 15S, Range 22E
Johnson County, Kansas
Latitude: 38.76541 Longitude: -95.00238

Outfall: Latitude: 38.76574 Longitude: -95.00234

Receiving Stream & Basin: Marais des Cygnes River via Big Bull Creek via Martin Creek
Marais des Cygnes River Basin

is authorized to discharge from the wastewater treatment facility described herein, in accordance with effluent limits and monitoring requirements as set forth herein.

This permit is effective July 1, 2014, supersedes the previously issued water pollution control permit M-MC08-1001, and expires June 30, 2019.

FACILITY DESCRIPTION:

1. Lift Station
2. Comminutor with Bar Screen as Backup
3. Oxidation Ditch with Two Rotors
4. One Final Clarifier
5. UV Disinfection
6. Chemical Precipitation Phosphorus Removal
7. Sludge Belt Filter Press
8. Design P.E = 1,800
9. Design Flow = 0.18 MGD

Secretary, Kansas Department of Health and Environment

June 30, 2014

Date

A. EFFLUENT LIMITS AND MONITORING REQUIREMENTS

The permittee is authorized to discharge from outfall(s) with serial number(s) as specified in this permit. The effluent limits shall become effective on the dates specified herein. Such discharges shall be controlled, limited, and monitored by the permittee as specified. There shall be no discharge of floating solids or visible foam in other than trace amounts.

Monitoring reports shall be submitted on or before the 28th day of the following month. In the event no discharge occurs, written notification is still required.

Parameter	Final Limits	Measurement Frequency	Sample Type
<u>Monitoring Location 001AG (EDMR Code: INF001AG)- Influent to Treatment Plant</u>			
Biochemical Oxygen Demand (5-Day)- mg/l	Monitor	Once Monthly	grab
Total Suspended Solids - mg/l	Monitor	Once Monthly	grab
Total Kjeldahl Nitrogen (as N)-mg/l	Monitor	Once Monthly	grab
Total Phosphorus (as P)-mg/l	Monitor	Once Monthly	grab
<u>Outfall 001A1 (EDMR Code: EFF001A1) - Effluent at Discharge Structure</u>			
Biochemical Oxygen Demand (5-Day)*		Once Monthly	grab
Weekly Average-mg/l	45		
Monthly Average-mg/l	30		
Total Suspended Solids*		Once Monthly	grab
Weekly Average-mg/l	45		
Monthly Average-mg/l	30		
pH - Standard Units	6.0-9.0	Once Monthly	grab
Ammonia (as N)-mg/l		Once Monthly	grab
January, February and December			
Daily Maximum	9.9		
Monthly Average	9.9		
March - April			
Daily Maximum	9.9		
Monthly Average	6.5		
May			
Daily Maximum	9.9		
Monthly Average	5.1		
June			
Daily Maximum	9.9		
Monthly Average	4.0		
July			
Daily Maximum	9.9		
Monthly Average	3.3		

A. EFFLUENT LIMITS AND MONITORING REQUIREMENTS (continued)

August			
Daily Maximum	9.9		
Monthly Average	3.2		
September			
Daily Maximum	9.9		
Monthly Average	3.8		
October			
Daily Maximum	9.9		
Monthly Average	6.0		
November			
Daily Maximum	9.9		
Monthly Average	9.3		
E. coli-colonies /100 ml		Once Monthly	grab
Monthly Geometric Average	3843		
Total Phosphorus (as P)-mg/l	Monitor	Once Monthly	grab
Total Phosphorus (as P)-lbs/day	Calculate	Once Monthly	Calculate
Total Phosphorus (as P)-lbs/day (12-month rolling avg.)	Calculate	Once Monthly	Calculate
Nitrate(NO3)+Nitrite(NO2) as N-mg/l**	Monitor	Once Monthly	grab
Total Kjeldahl Nitrogen (as N) - mg/l **	Monitor	Once Monthly	grab
Total Nitrogen as N-mg/l (TKN + NO ₃ + NO ₂)	Calculate	Once Monthly	Calculate
Total Nitrogen as N-lbs/day	Calculate	Once Monthly	Calculate
Total Nitrogen as N-lbs/day (12-month rolling avg.)	Calculate	Once Monthly	Calculate
Flow to Receiving Stream - MGD	Monitor	Weekdays	meter
TMDL Calculation 001T1 [EDMR code: TMDL001T1] - Total Sum of Nutrient Discharges from this facility plus the new facility permitted as M-MC08-0002			
Total Phosphorus as P-lbs/day (12-month rolling avg.)	4.17 ***	Once Monthly	Calculate
Total Nitrogen as N-lbs/day (12-month rolling avg.)	66.7 ***	Once Monthly	Calculate

* Minimum removal of 85% required for Biochemical Oxygen Demand (5-Day) and Total Suspended Solids.

** Permittee shall sample for these tests on the same day and calculate the total nitrogen only when both test values are available. The Minimum Reportable Limit (MRL) for TKN is 1 mg/l and for nitrate + nitrite is 0.1 mg/l. Values less than the MRL shall be reported using the less than sign (<) with the MRL value but for purposes of calculating and reporting the total nitrogen result, less than values shall be defaulted to zero.

*** As an annual daily average calculated on a monthly basis. Parameters are initially monitor only and shall become enforceable limits pursuant to the Schedule of Compliance.

B. STANDARD CONDITIONS

In addition to the specified conditions stated herein, the permittee shall comply with the attached Standard Conditions dated August 1, 2010.

C. SUPPLEMENTAL CONDITIONS

Sludge disposal shall be in accordance with the 40 CFR Part 503 Sludge Regulations.

D. SPECIAL CONDITIONS

The discharge monitoring reports for this facility show this wastewater treatment facility can meet the nutrient removal target values provided herein. The permittee will operate the treatment facility to maximize the level of nutrient removal with the goal of continuing to achieve the following target effluent levels:

Total Nitrogen \leq 8.0 mg/l as an annual daily average.

Total Phosphorus \leq 1.5 mg/l as an annual daily average.

These target values are not to be considered as effluent limits for this permit. KDHE reserves the right to reopen this permit to impose limits for nutrients pursuant to Kansas law when such criteria are adopted in the Kansas Surface Water Quality Standards.

E. SCHEDULE OF COMPLIANCE

The permittee shall provide KDHE with an operations review and develop a plan and design upgrades if necessary to improve the wastewater treatment operations for nutrient reduction which will also satisfy the nitrate and phosphorus waste load allocations required by the EPA-approved TMDLs for total nitrogen and phosphorus in the Marais des Cygnes River/Hillsdale Reservoir. The review and improvements shall include to measure actual effluent discharge quantity to the receiving stream, and as recommended through KRWA have SCADA aeration controls to manage dissolved oxygen (DO) to reduce nitrate-nitrite and total phosphorus.

During the study effort to assess the ability of the existing treatment processes to further reduce total nitrogen and total phosphorus, the permittee is also encouraged to review the pollutant sources discharging into the collection system to assess the potential for source reduction of nitrogen and phosphorus.

The permittee shall submit to KDHE a study report of findings and proposed schedule for improvements no later than January 31, 2015. The permittee shall routinely meet the final limits as soon as possible but no later than December 31, 2016.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider a Joint Proposal from Columbia Capital Management, LLC/Raftelis Financial Consultants, Inc. to Provide Utility Rate Analysis for Water and Wastewater Utilities and Financial Analysis in Support for Future Loan Applications

Department: Utilities

Background/Description of Item: During the preparation of the 2016 annual budget for both water and wastewater, staff and city council discussed the need to perform a complete utility analysis for both water and sewer including rates, structures, fees, codes, etc. In addition, during development of the budget staff and council identified a significant infrastructure project for both water (automated meter reading project) and sewer (EWWTf conversion to pump station and conveyance system). Both of these projects would be eligible for state revolving loan fund which requires a financial capability analysis. Therefore, staff approached the City's Financial Advisor for assistance in securing an expert on utility rate analysis.

COMPANY PROFILE

Based on that request, Columbia Capital has submitted a joint proposal with Raftelis Financial Consultants, Inc. (RFC). Since its founding, RFC's focus has been on providing utilities with the financial, rate, management, and operational expertise needed to maintain financial sustainability while providing high quality services to their customers. RFC provides many different financial and rate consulting services to help utilities meet their goals while maintaining a financially sustainable organization. RFC has provided financial and rate assistance to hundreds of utilities, from some of the largest, most complex utilities in the country to small towns with only a few thousand customers. More information about RFC may be found at www.raftelis.com. This project would be completed by RFC's Kansas City office.

SCOPE OF WORK

The project is divided into two pieces to include the utility rate consulting and SRF Financial Analysis Support. Each scope of work is detailed in the attached proposal.

COST

The proposal includes costs for each scope of work: utility rate consulting and SRF Financial Analysis Support. RFC proposes to complete the utility rate consulting scope of work for a not-to-exceed price of \$40,000 based on hourly rates included in the attached proposal. Columbia Capital proposes to complete the completion of the SRF Financial Analysis Support for a flat fee of \$2500.

FUNDING

With anticipated projects in both water (Automated Meter Reading Project) and sewer (EWWTf Conversion and Conveyance System) that would be eligible for State Revolving Loan Funds that would require the Financial Capability Analysis, the entire proposal (including Utility Rate Consulting and SRF Financial Analysis Support) would be eligible costs for reimbursements.

SCHEDULE

The project schedule would be finalized at the kick-off meeting. Staff anticipates presentation of the analysis to City Council in close proximity to presentation of the design-build agreement/guaranteed maximum price for EWWTF Conversion Project.

Enclosures: Joint Proposal from Columbia Capital Management, LLC/Raftelis Financial Consultants, Inc.

Related Ordinance(s) or Statute(s):

Recommendation: Approve Joint Proposal from Columbia Capital Management, LLC/Raftelis Financial Consultants, Inc. to Provide Utility Rate Analysis for Water and Wastewater Utilities and Financial Analysis in Support for Future Loan Applications not to exceed \$42,500

Funding Source: Anticipated Kansas Water Pollution Control Revolving Loan Fund

Prepared by: Beth Linn, City Administrator
Date: October 19, 2015



6330 Lamar, Suite 200
Overland Park, Kansas 66202

Jeff White, Principal
913.312.8077
jwhite@columbiacapital.com

October 19, 2015

Ms. Beth Linn
City Administrator
City of Edgerton, Kansas

VIA ELECTRONIC MAIL

Dear Beth:

Thank you for the opportunity to present a proposal to provide the City of Edgerton with utility rate analysis for its water and sewer utilities and financial analytics underpinning one or more state revolving fund (SRF) loan transactions.

Columbia Capital Management, LLC proposes to meet these needs through a partnership with Raftelis Financial Consultants, Inc. (Raftelis). Raftelis is a national provider of utility rate studies. Because of the quality of Raftelis' work, Columbia Capital regularly refers the firm to its clients. Recently, Raftelis has provided utility rate consulting to both Topeka and Junction City.

PROJECT SCOPE—UTILITY RATE CONSULTING

Raftelis proposes to provide the following services to the City.

Kick-off Meeting and Identification of Pricing Objectives

Kick-off meeting in Edgerton with City Staff to review preliminary data and data needs for the project, finalize the project schedule, and review the City's pricing objectives. RFC will work with the City to identify and prioritize which pricing objectives are most important (example of pricing objectives that the City would consider include conservation, affordability, revenue stability, and rate stability), which will be important in considering adjustments to the City's existing rate structure.

Consumption and Current Revenue Analysis

RFC will review the City's billing data and records and develop an estimate of future billed consumption for the water and wastewater utilities. We will review the projected usage levels with City staff to ensure they are consistent with the City's past experience and expectations and appropriately reflect expected changes in



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MUNICIPAL ADVISORS

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customers and demand. This analysis will also provide the basis for determining the baseline revenue, i.e., the revenue under the City's existing rates.

Development of Financial Plans

RFC will develop multi-year financial plans for each the water and sewer utility that include projected changes in operating and maintenance expense, including incremental changes in expenses, as well as future capital expenditures. Rafelis will work with Columbia Capital to incorporate projections current and projected debt service. These multi-year financial plans will include projected revenue adjustments necessary over the forecast period to meet the needs of each utility, including debt service and funding of reserves.

Develop Conceptual Rate Designs

Based on the pricing objectives identified at the beginning of the project RFC will develop alternative rate designs to address the pricing objectives of the City. It is important to note that the pricing objectives often conflict so we would expect that there may be two or three alternatives for each water and wastewater that better address pricing objectives and these conceptual designs will be reviewed with City Staff. Each of the conceptual designs can be included in the analyses.

Cost of Service Analysis and Rate Calculation

Based on the financial plans the cost of service for each the water and wastewater utilities will be determined based on industry standard methodology consistent with AWWA Manual of M-1, Principles of Water Rates, Fees and Charges and WEF Manual of Practice No. 27, Financing and Charges for Wastewater Systems. This cost of service analysis will provide the basis for determining rates for each of the conceptual designs to be considered by the City for each the water and wastewater utility.

Rate Model Development

Throughout the project RFC will develop a Microsoft Excel rate model for the study, *this model will be provided to the City at the conclusion of the project* and can be updated to reflect future changes in expenses and capital projects and may be used by the City to evaluate alternative capital expenditures. *The City will have full rights to use the electronic models.*

Reports and Presentations

The methodology and findings of the study will be documented in a draft report that will be provided to City staff for their review and comment. We will update the report to reflect the changes, comments, and suggestions of City staff and provide a final report for the City's use and distribution. The proposed scope of work also includes one presentation of the study findings to the City Council.

PROJECT SCOPE—SRF LOAN APPLICATION

Using the rate analysis data provided by Raftelis, Columbia Capital will provide any financial capability analysis required for the City's SRF borrowings. This will include debt service modeling and will incorporate analytical information from Columbia Capital's LPKC infrastructure model as needed.

FEE PROPOSALS

At the discretion of the City, the firms will bill the City through Columbia Capital or will submit invoices separately for their individual work under the engagement. Columbia Capital makes this option available solely for the City's convenience; it will not charge overhead costs or additional fees to provide this service.

Utility Rate Consulting (Raftelis)

Raftelis proposes to complete the above scope of work for a not-to-exceed price of \$40,000 based on the following schedule of hourly rates, billed monthly throughout the engagement:

- William Stannard (President & CEO) – Project Director - \$375/hour (estimated 8 hours)
- Thomas Beckley (Senior Manager) – Project Manager - \$240/hour (estimated 72 hours)
- Liz Oles (Associate) – Lead Consultant - \$140 hour (estimated 124 hours)
- Collin Drat (Consultant) – As-Needed/If-Needed support - \$170 hour
- Administrative Support - \$70/hour (estimated 4 hours)
- Technology & Communication charge - \$10/hour (208 hours total estimated) (including cost for teleconference lines and GoTo Meeting internet collaboration tools)

All professionals are located in RFC's Kansas City office.

SRF Financial Analysis Support (Columbia Capital)

Columbia proposes a flat fee of \$2,500 for its assistance to the City on financial analysis work related to the SRF applications, to review SRF loan documents and verify loan schedules, and for its interface with Raftelis on financial plan development. Columbia will bill its fee upon successful funding of one or more SRF loans.




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Thank you for the opportunity to continue to serve the City. Please let me know if you have any questions or concerns about our firms' proposals.

Sincerely,
COLUMBIA CAPITAL MANAGEMENT, LLC



Jeff White
Principal



LEARNING & CAREER CENTER — at LPKC —

Open House THURSDAY OCTOBER 29 4 – 7 P.M.

30750 W. 193rd Street
Edgerton, KS • 66021

RIBBON CUTTING CEREMONY

4:30 P.M.

- See this ***new and innovative center*** for yourself; tours will be offered.
- Learn about ***employment opportunities*** available and speak with local employers involved with the LCC.
- Hear about the types of ***training and educational courses*** that can prepare you for an in-demand career with competitive wages and advancement potential.

ATTENTION JOB SEEKERS!

Attend the new Learning & Career Center Open House to learn more about jobs in and around Logistics Park Kansas City.

The demand for skilled, adaptable and work-ready individuals to fill critical jobs in warehousing and distribution operations in our area has never been greater. The Learning & Career Center (LCC) at Logistics Park Kansas City (LPKC) was created to offer education, certifications and other workforce development opportunities for prospective employees of companies located in and around LPKC.

Plan now to attend this ***free and informative event!*** It could open the door to a new and exciting career for you! ***No RSVP needed.*** For more information about the Learning & Career Center, visit **www.workatlpkc.com** or call **913.577.5900**.

The Learning & Career Center is a collaborative effort between several Kansas City area public and private entities:

