

**EDGERTON CITY COUNCIL
MEETING AGENDA
CITY HALL, 404 EAST NELSON STREET
June 9, 2016**

Call to Order

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

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

4. Agenda Approval
5. Approve City Council Meeting Minutes May 26, 2016

Regular Agenda

6. **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.
7. **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.
8. Presentation from Southwest Johnson County Economic Development Corporation regarding 2017 Budget
9. Presentation from Gardner Edgerton Chamber of Commerce regarding 2017 Budget

Business Requiring Action

10. CONSIDER SPECIAL USE PERMIT FOR TORNADO ALLEY HUNDESPORT

Motion: _____ Second: _____ Vote: _____

11. CONSIDER RESOLUTION NO. 06-09-16A CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND RELATED BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC I, LLC PROJECT), SERIES 2013.

Motion: _____ Second: _____ Vote: _____

12. CONSIDER ORDINANCE NO. 1017 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (TRANSPAC LEASING INCORPORATED PROJECT) SERIES 2016, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$19,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING,

CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A SURFACE CONTAINER STORAGE LOT, INCLUDING BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH SECURITY BANK OF KANSAS CITY, AS TRUSTEE; AUTHORIZING THE CITY TO ENTER INTO A BASE LEASE AND A LEASE AGREEMENT WITH TRANSPEC LEASING INCORPORATED; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS

Motion: _____ Second: _____ Vote: _____

- 13. CONSIDER ORDINANCE NO. 1018 AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (CY EDGERTON LLC PROJECT) SERIES 2016, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A SURFACE CONTAINER STORAGE LOT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH SECURITY BANK OF KANSAS CITY, AS TRUSTEE; AUTHORIZING THE CITY TO ENTER INTO A BASE LEASE AND A LEASE AGREEMENT WITH CY EDGERTON LLC; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS**

Motion: _____ Second: _____ Vote: _____

- 14. CONSIDER REPLACEMENT OF STREET SWEEPER**

Motion: _____ Second: _____ Vote: _____

- 15. CONSIDER AN AGREEMENT WITH BURNS & MCDONNELL/CAS CONSTRUCTION ON THE BASIS OF A STIPULATED PRICE**

Motion: _____ Second: _____ Vote: _____

- 16. Report by the City Administrator**

- Removal of Glendall Acres Playground Equipment

- 17. Report by the Mayor**

- 18. Future Meeting/Event Reminders:**

- June 14th 7:00 PM – Planning Commission
- June 15th Noon – Senior Lunch

- June 17-18 – Frontier Days
- June 23rd 7:00 PM – City Council Meeting
- June 25th 8:00 PM – Downtown Summer Movie Night (Minions)
- June 30th – City Council Budget Work Session
- July 3rd 6:00 PM (Fireworks 9:45 PM) – Community Picnic and Firework Show (rainout day July 5th)

19. CONSIDER RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR

Motion: _____ Second: _____ Vote: _____

RECONVENE INTO OPEN SESSION

20. Adjourn Motion: _____ Second: _____ Vote: _____

**City of Edgerton, Kansas
Minutes of City Council Regular Session
May 26, 2016**

A Regular Session of the City Council was held in the Edgerton City Hall, 404 E. Nelson, Edgerton, Kansas on May 26, 2016. The meeting convened at 7:00 p.m. with Mayor Roberts presiding, and Administrative Assistant Debra Gragg recording.

1. ROLL CALL

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

Darius Crist	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
	Utilities Superintendent Mike Mabrey
	Johnson County Sheriff Dept. Representative

2. WELCOME

3. PLEDGE OF ALLEGIANCE

CONSENT AGENDA

4. The agenda for April 28, 2016 was considered.
5. City Council meeting Minutes of May 12, 2016 was considered.
6. Ordinance No. 1016 pertaining to Kansas Gas Service, A Division of One Gas, Inc., it successors, and assigns, extending the term of the current natural gas franchise current due to expire on June 8, 2016 was considered.

Motion by Crooks, seconded by Longanecker, to approve the consent agenda.

Motion was approved, 4-0.

7. PUBLIC COMMENTS

None

8. DECLARATION

None

BUSINESS REQUIRING ACTION

PROJECT – UTILITIES

9. PURCHASE OF MATERIALS FROM SCHULTE SUPPLY, INC. FOR AUTOMATED METER READING PROJECT WAS CONSIDERED.

The City Administrator overviewed this request noting is converting to new water meters. She overviewed the history and the financing loan from the Kansas Public Water Supply Loan Fund administered by the Kansas Department of Health and Environment (KDHE).

The mayor questioned if there is a local source for extra items.

Mike Mabrey, Utilities Superintendent, indicated a few extras may be obtained locally. He indicated a few of the old meters will be retained for use in temporary substitutions, if needed.

Mr. Longanecker noted since these are remote read, he questioned if there would be any readings by staff. Mr. Mabrey indicated that would be determined after installation and see how the process works.

Ms. Crooks asked if these could be read live by the customer. The Utilities Superintended stated that is not yet available, but may be an enhancement in the future.

Ms. Linn overviewed the KDHE loan process for this project. She indicated the final paperwork would be considered in June.

Motion by Longanecker, seconded by Brown, to approve purchase of materials from Schulte Supply, Inc. for Automated Meter Reading Project in the amount of \$205,328.10

Motion was approved, 4-0.

PUBLIC HEARING – COMMUNITY DEVELOPMENT BLOCK GRANT

10. A PUBLIC HEARING TO RECEIVE INPUT FROM THE PUBLIC ON THE POSSIBLE USE OF COMMUNITY DEVELOPMETN BLOCK GRANT (CDBG) FUNDS IN RESOLVING LOCAL COMMUNITY DEVELOPMENT AND HOUSING NEEDS IN THE CITY OF EDGERTON WAS CONSIDERED.

Mayor Roberts opened the public hearing.

The City Administrator overviewed the CDBG program which includes tonight's public hearing. Ms. Linn overviewed the county's priority needs, which includes: non-housing community development of public facilities, public improvements, infrastructure, public services, and economic development; affordable housing; and homelessness.

No one appeared to oppose or support.

Mayor Roberts closed the hearing.

APPLICATION - COMMUNITY DEVELOPMENT BLOCK GRANT, 2017

11. SUBMITTAL OF APPLICATION TO JOHNSON COUNTY FOR NELSON STREET WATERLINE PROJECT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR 2017 WAS CONSIDERED.

The City Administrator reviewed the request for waterline improvements on Nelson Street, East 3rd Street to West 5th Street. She informed the Council members that in 1988, the current Nelson Street was constructed, which included new ductile iron water main. Ms. Linn indicated the main has begun to corrode and experienced several leaks with service disruptions to home and the school. She noted the 2,100 linear foot replacement would contain PVC pipe that will not corrode. Ms. Linn stated the total project cost is estimated at \$291,491, which includes design, construction, inspection, etc., adding CDBG funds are used only for construction. She informed the members the project will begin after January 1, 2017 and be completed by December 31, 2017.

Mayor Roberts questioned the pipe size, noting for a small cost he favored installing 12" pipe instead of 8" pipe.

The City Administrator indicated the application would be submitted as is; any extra for increased size is the city's responsibility.

Motion by Crooks, seconded by Longanecker, to approve submittal of application to Johnson County for Nelson Street Waterline project for Community Development Block Grant funding for 2017.

Motion was approved, 4-0.

AGREEMENT – WASTEWATER PUMP STATION AND FORCE MAIN DESIGN-BUILD PROJECT

12. AN AGREEMENT WITH BURNS & McDONNELL/CAS CONSTRUCTION ON THE BASIS OF A STIPULATED PRICE WAS CONSIDERED.

Beth Linn, City Administrator, overviewed the need for the project and the prior items leading to this agreement. Ms. Linn spoke about the development of the Preliminary Design-Build Agreement with Burns & McDonnell/CAS Construction and overviewed the Executive Summary from Burns & McDonnell/CAS Construction which includes the scope of work and guaranteed maximum price (GMP) of \$2,787,950 and additional items noted as allowances.

Jeff Keller, Burn & McDonnell, appeared to address the scope of work; part of which includes new pump station, force main to Big Bull Creek Wastewater Treatment Plant (BBCWWTP), and address elevation changes. He overviewed the proposed project improvements with power point slides and overviewed steps toward decommissioning the plan per KDHE requirements.

Mayor Roberts stated he is not supportive of just filling in the aerator with concrete, asking if there was a better way.

Mike Hafling briefly discussed the proposed design-build schedule, noting it should be complete by April 15, 2017. He stated the only unknown factor is possible delays in property acquisition. He also overviewed the breakdown for the lump sum price (\$2,787,950), with some allowances

The mayor questioned the reason for going along Sunflower Road, as opposed to going along 199th Street. Mr. Keller indicated that would require more property acquisition and creek crossings. Mayor Roberts also spoke about crossing to 207th, and then gravity feed to BBCWWTP. Mr. Keller indicated there was a lot of park property in area.

The City Administrator overviewed the GMP, which does not include the easement negotiations, \$200,800 preliminary costs, and engineering and inspection costs. Mayor Roberts stated he favors the GMP be reduced to \$2,500,000 as proposed under the preliminary GMP.

Ms. Crooks stated she does not see a potential of a decrease.

The City Administrator suggested tabling the agreement to allow the design-build team to bring back more details.

The City Attorney indicated he has some concerns with the contract, which should be discussed in executive session. It was decided to move up the executive session.

EXECUTIVE SESSION – ATTORNEY CLIENT RELATIONSHIP

13. RECESSING INTO EXECUTIVE SESSION PURSUANT TO K.S.A. 75-4319 (b) (2) FOR CONSULTATION WITH AN ATTORNEY DEEMED PRIVILEGED IN THE ATTORNEY-CLIENT RELATIONSHIP TO INCLUDE CITY ATTORNEY AND CITY ADMINISTRATOR WAS CONSIDERED.

Motion by Crooks, seconded by Longanecker, to recess into Executive Session pursuant to K.S.A. 75-4319 (b) (s) for consultation with an attorney deemed privileged in the attorney-client relationship to include City Attorney and City Administrator.

The vote on the motion: YEA: Crooks, Longanecker, and Brown. NAY: Troutner. Motion was approved, 3-1.

The meeting recessed at 8:55 to begin after a five minute comfort break.

Motion by Crooks, seconded by Longanecker, to reconvene back in to regular session noting no action was taken.

Motion was approved, 4-0.

The meeting reconvened at 9:01 p.m.

The agreement with Burns & McDonnell/CAS Construction was considered.

Motion by Longanecker, seconded by Brown, to table the agreement for two weeks in order to consider more details.

The vote on the motion: YEA: Brown and Longanecker. NAY: Troutner and Crooks. Mayor voted in support.

Motion was approved, 3-2.

15. REPORT BY THE CITY ADMINISTRATOR

The City Administrator introduced Kenneth Cook, Community Development Director, to overview the 8th Street sidewalk project. Mr. Cook distributed preliminary views for the project and spoke about items regarding alignment, design, codes, drainage, intersection width, ADA ramps, berm at south end, and concrete overflow impeding sidewalk (may need to build closer to street), and ADA ramps leading to street, but with no sidewalk connection. Fencing at the manufactured home park was discussed.

The consensus was not to include ramp at south end, and construct the fencing at the manufactured home park as a 72" privacy fence and address the triangle site plan. Mr. Cook will meet with the property owner to discuss the project.

Councilmember Brown left the meeting at 10:06 p.m. and returned at 10:07 p.m.

Captain Rokusek, Johnson County Sheriff's Office, spoke about the bicycling units and shared a picture of one of the bicycles. He also noted the Sheriff's Office would be officing out of the elementary school. It was indicated the bicycle unit, move to school, and focus on railroad safety would be placed in an upcoming newsletter.

16. REPORT BY THE MAYOR

The Mayor informed the Council and audience of the new fire department pumper located in town.

17. FUTURE MEETING/EVENT REMINDERS

- May 28th 8:00 p.m. – Downtown Summer Movie Night – The Good Dinosaur
- June 1st 2:00 p.m. – Waverly Road Ribbon Cutting
- June 9th 7:00 p.m. – City Council Meeting
- June 14th 7:00 p.m. – Planning Commission
- June 15th Noon – Senior Lunch
- June 17-18 – Frontier Days
- June 23rd 7:00 p.m. – City Council Meeting
- June 30th – City Council Budget Work Session

18. ADJOURNMENT

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

Motion was approved, 4-0.

Meeting adjourned at 10:20 p.m.

Debra S. Gragg, CMC

Acting Recorder

Approved by the Governing Body on _____

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Special Use Permit for Tornado Alley Hundesport

Department: Parks and Recreation / Community Development

Background/Description of Item: Tornado Alley Hundesport is a local club that has used the soccer field and nearby greenspace at Martin Creek Park for several years to host dog training practices and competitions. Addition of new staff (both animal control and parks/recreation) coupled with the new animal ordinances raised the awareness of staff regarding the club's operation at Martin Creek and possible conflicts/concerns with city animal ordinances.

Based on these concerns, staff requested that Tornado Alley apply for a Special Event Permit for their requested use of the park. Please find enclosed that application. Following the application is a letter to City Council from Malinda Weber, President of Tornado Alley and Edgerton resident. The Special Event Permit is for two types of use of the park listed below:

- Practice: held weekly on Saturday and Sunday typically from 12PM – 4 PM on soccer field and nearby treed area
- Event: held twice per year that would actually reserve soccer field

Based on the description in the letter provided, Ms. Weber indicated that if children arrived at Martin Creek to use the soccer field, the club would gladly give them the field. However, for the events, the club would reserve the field through Edgerton Parks and Recreation.

Below are a list of conflicts/concerns raised by staff:

- **Dogs being off leash during the exercises/training is violation of city code as they are on public property.** The letter indicates that during training sessions dogs are kept on leash or on an electric collar so club members are in control of the dogs and to also maintain compliance with laws of the city. However, during the climbing of the wall or jumping exercises (noted only for very high experienced dogs) the leash is not present to prevent injury to the dog. The letter also states that at no time are multiple dogs running loose for the safety of the handler, dogs and public. When a dog is not actively being worked, they are crated. During a competition, one dog is off leash at a time and is under direct control of that exercise under the judges' directives. Additional information about the club may be found at their website at <http://www.tornadoalleyusa.com/index.html> . City Code defines animals at-large as those not secured by a leash or lead, unless the animal shall be on the premises and under the direct control of a responsible person and obedient to that person's command on such premises. Similarly, City Code defines under control means to have an animal: (1) On a leash not more than 8 feet in length, or (2) Under voice control and in the immediate presence of a responsible person (determined by giving consideration to the size and strength of the person, and the size and temperament of the animal), or (3) Within a vehicle being driven or parked, or (4) Confined to the private premises of its owner, keeper or harborer. As described in the letter, staff's determination is that dogs not on leash or electric collar while engaged in both the training and competition would be in violation of the City Code.
- **The nature of the training/exercises is a concern.** The City's Animal Control Officer describes the training as controlled-attack exercise used to train dogs for work such as police, etc.

- **The lack of insurance provided by the club for this type of activity on city property.**
Typically groups that reserve public property (such as Frontier Days Association) are required to provide insurance with the City of Edgerton listed as an additional insured. Tornado Alley Hundesport has not been required previously. It is staff's understanding the club is not able to provide that insurance. If the City Council would choose to grant permission for the use of the soccer field for a special event and/or weekly training, staff would recommend the group be required to provide insurance similar to other groups. Staff asked the City's insurance representative to provide comment on the application. Mr. O'Brien indicated that while he recognized the club provides value to people who are looking to train their dogs for specific purposes, including "controlled attack" types of exercises; additionally, there are risks in allowing shared use of such a facility where this activity is occurring. Dogs are animals and even trained animals can act unpredictably. It only takes one unfortunate incident to cause potentially significant harm to an innocent bystander/observer – and especially at a location where a child (or many children) could expect to be playing, totally unaware of the risks. Without a controlled space to confine this activity – and without insurance coverage, the City becomes the first and only line of defense if something should go wrong.

Staff also requested comment from City Attorney regarding any legal concerns. City Attorney indicated the decision is one of policy. The City cannot be held liable for anything that happens on the soccer fields given that the fields are used for "recreation" -- the "gross and wanton negligence" stated in the statute is an extremely high degree of negligence. City Attorney was confident that the City's allowing the activity at issue would not meet the required standard. The Kansas Tort Claims Act indicates that the City is immune from liability if the injury at issue occurred on an open recreation area.

Based on the conflicts with City Code and Tornado Alley's lack of insurance for the activity on public property, staff recommends denial of the special event permit for both the weekly training and competitions. If Tornado Alley is able to secure insurance in the future, City Council could reconsider the request in the future.

Enclosure: Special Event Application

Related Ordinance(s) or Statute(s): Chapter II of Edgerton City Code

Recommendation: Deny the Request for Special Use Permit for Tornado Alley Hundesport (including weekly training events and competitions)

Funding Source: N/A

Prepared by: Beth Linn, City Administrator
Date: June 6, 2016

City of Edgerton, Kansas
Special Event Permit Application

Cover Page

Attachments Included with Application:

- ☒ List of services requested by the City and/or County
- ☐ Description of publicly owned property for event
- ☐ Description of publicly owned vehicles/equipment for event
- ☐ Classification of dangerous and/or exotic animals
- ☐ Operator's Certificate of Insurance
- ☐ Sponsoring Agency's Certificate of Insurance
- ☐ Completed Indemnification Statement
- ☐ Site/Route/Staging/Dispersal/Parking Plans (Including, but not limited to, bulleted items below)
- Assembly areas
 - Fire hydrant locations
 - Normal routes of fire department vehicle access (20 Foot-wide minimum)
 - Main Entrances/Exits
 - Food Vendor Fire Extinguishers, with minimum rating of 2A10BC
 - Ensure Extension Cord(s) used to power food production or other portable equipment is minimum 12-gauge.
 - Vendor Sites (includes food, merchant, non-commercial vendor)
 - Barricade/signs
 - Street/Sidewalk closures
- ☐ Fee
- ☐ Emergency Plan (for reporting fire or other emergency)

City of Edgerton, Kansas
Special Event Permit Application

Submit this application, with supporting documentation and fees to:

City of Edgerton, KS
404 W. Nelson
P.O. Box 255
Edgerton, Kansas 66021

For assistance, call 913/893-6231 during regular business hours.

APPLICANT INFORMATION (Primary Contact):

Name: MALINDA Weber
Address: 700 W Edgewood Edgerton KS Zip Code: 66021
Driver's License Number and State Issue: _____
Home phone: _____ Cell phone: 913 486 2269
E-Mail: _____ Employer's Number: _____

OPERATOR/ORGANIZATION/AUTHORIZED MEMBER/SPONSOR:

Operator/Organization/Authorized Member/Sponsor:

MALINDA Weber
Address: 700 W Edgewood Edgerton KS Zip Code: 66021
Business Phone: 913 486 2269 Fax: _____
E-Mail: _____ Web-Site: TornadoAlleyUSA.com
Is the event for profit? _____ Yes ☒ No
If no, who is beneficiary: None Club & None Profit
Registration/Entry Fee for event? _____ Yes _____ No

(If available, please attach a copy of the event flier or information listing)

EVENT INFORMATION:

Please complete the following. In addition, Fliers/Informational Brochures may be attached for detailed information.

Date/s of Event: Weekends Sat/Sun
Hours of Event: noon to 430/500 ish
Location of Event: Martin Creek Park

Type of Event: Festival Parade Sporting Competition Circus
Trade Show Car Show Other: Training

Event Details: _____ Alcohol/Cereal Malt Beverage Served
_____ Alcohol /Cereal Malt Beverage Sales
_____ Number of Food Vendors
_____ Number of Merchant Vendors
_____ Number of Non-Commercial Vendors
☒ Animals
_____ Street/Sidewalk Closure

Equipment at Event:

_____ Amplified Speaking/Music
Hours: _____ to _____
_____ Portable Restrooms
_____ Stage/Props/Production
_____ Dumpsters/Receptacles
_____ Signage
_____ Barricades (Number of volunteers staffing)
☒ Other item/s: moveable jump and A-frame
Blinds explanation attached

State Sales Tax Information: State of Kansas Tax Identification Number(s) must be provided for ALL food and merchant vendors. (Event sponsors are required to provide the Kansas Department of Revenue with notification of an event and a list of participating vendors.)

Food Vendor Tax Information: None
Merchant Vendor Tax Information: None

COMMUNITY NOTIFICATION: Provide copy of written notification or log of personal contacts to identify surrounding residents/businesses of street closure, if applicable.

COMPLETION OF EVENT: Plan for cleaning and disposing of refuse from this event location. Who will complete the cleaning of the area and how long after close of event will this occur.

INSURANCE: The operator of a special event shall furnish with application an original copy of a certificate of insurance indicating the City as certificate holder and executed within the previous ten (10) days. The certificate of insurance must provide evidence of occurrence form general liability insurance coverage of at least \$500,000 combined single limit per occurrence for bodily injury and property damage with a minimum aggregate limit of \$1,000,000, and shall include the City as an additional insured. Any sponsoring agency of a special event shall also provide to the City an original copy of a certificate of insurance indicating the City as certificate holder and executed within the previous ten (10) days. The certificate of insurance must provide evidence of occurrence form general liability insurance coverage of at least \$500,000 combined single limit per occurrence for bodily injury and property damage with a minimum aggregate limit of \$1,000,000, and shall include the city as an additional insured.

The operator and sponsoring agency, if any, shall complete and submit a hold harmless and indemnification agreement for review and approval of City officials.

APPLICANT'S STATEMENT OF AGREEMENT:

Everything stated on this application is true and correct to the best of my knowledge. I further understand that the facilities for this event must be in compliance with all the City regulations (including adopted codes by reference). It is further understood that failure to comply with these regulations may result in permission to operate being withheld until all codes are met. I understand this permit, if granted, is not transferable and is revocable at any time at the absolute discretion of the City of Edgerton. I, Malinda Weber, the undersigned, agree to abide by the provision in this application and regulations of the City of Edgerton.

Malinda Weber President
Name of Applicant and Title, if any (Print or type)

Malinda Weber
Signature of Applicant

Date: 4/23/16

City Counsel of Edgerton Kansas

Hello My name is Malinda Weber I have lived in Edgerton Kansas for 12 years. As a member of this community I have enjoyed the nice and friendly small town atmosphere that we have here and played a large roll in moving to this community.

Since before moving to Edgerton I have enjoyed the working dog sport and have been competing and training for 16 years. I have been a master trainer for 17 years and train police k9's , detection dogs of all kinds as well as SAR dogs. I take great pride is helping communities become and drug free environment for children to grow up.

Since moving to Edgerton and watching the town grow we have as a club been training at Martin creek Park. Our club is not for profit and we very open to chatting with anyone who has questions about what we do as well as helping to educate the public about being a responsible pet owner. Our club is dedicated to the education of anyone who would like tips on how to have a happy healthy pet dog.

Our club Tornado Alley Hundsport has been around for well over 25 years. We take great pride in our dogs and our training of fair and consistent methods that evolve for the betterment of learning with our k9 partners.

As a club we have trained each weekend starting about noon to 5 at the park we often train in a place under the trees and on the soccer field when we are getting ready for a competition. For a long time we were the only ones there rain, shine, snow for wind. The Soccer field while mowed regular was mostly dirt and our club purchased grass seed over a few years each member chipping in and spread seed on the field. When children rarely would show up to play Soccer and use the goals with even a thought we would gladly give them the field to play because that's how a community works. While training each weekend we pick up after our self's our dogs as well as any other poop/trash we see because we too want to help keep the park a clear and nice place for everyone.

Each year we hold 2 events spring and fall and kindly ask the city for permission to hold the even and reserve the field as that is the one time we would not be able to give it up to child playing. In years past this has always been a nice and wonderful experience and to our knowledge has not caused any problems. We do welcome spectators to these events.

During out training sessions dogs are kept on leash or on a electric collar so we are always in control of our dogs and to also maintain compliance with laws of the city.

During the climbing of the wall or Jumping exercises (only for very high experienced dogs) the leash is not present to prevent injury to the dog.

So to give you a bit of information about our club and what we do. Our dogs are very high level athletes that join us the club as puppies and raised and trained to do this type of specific work. In Order to become a member of our club they must first join USCA(the parent club who set forth very strict rules and guidelines for our dogs) and then they must join our training club also. Dogs are evaluated by the president and training directors for temperament and work-ability. If everything check out good they must join our club and show a 75% or higher attendance level to train with us. From the beginning all the way to the point when the dog is be training for each task the dog remained on line and is always assisted by a training director. Only the training director will allow the handler to drop the leash with working on a certain excessive. No dog until it has reached all other requirement will be able to do this. At no time is multiple dogs running loose or just wondering around. This is for the safety of everyone the handler, dogs, public. When as dog is not actively being worked they are crated.

During a competition one dog is of leash at a time and is under direct control of that exercise under the judges directives.

It is a huge Honor for our club to host these 2 events each year and to promote a wonderful city and location were we are all working together. Each event allows us the option to have a competition were we train and a little home field advantage.

We have been asked if use of the dog park is a option. While I can see were some might think that is a easy solution here is why we can not do that. Our dogs are trained to ignore other dogs and are not simply just running around to play. It would be detrimental to our dogs to have other k9's running up to them while they are working and since the Off leash park is designed to allow free running dogs to play many of the owners are looking for social play time with other dogs and this is simply not our goal. Also when our dogs need to use potty we take them over to a small space and clean up after them to unsure we keep the park and field as a potty free environment.

I would like the opportunity to work with the city counsel so we may continue to train and work our dogs as well as show support for the city that I live in and take great pride in. My club and I hope that we can have the city support us as responsible owners and educate the public when approached as well also continue to help keep the Park clean and inviting to all people.

In consideration of your approval we do not ask for any closing of the park at any time. Only to be able to train as we have for the last 12 years and that we may reserve the soccer field for an event.

Thank you for your time and consideration and for allowing me to share something with you that is very important to our members.

I welcome phone calls with questions and hope to be able to speak in person so that I may clear up anything that might be helpful .

Tornado Ally President
Malinda Weber

913-486-2269

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: June 9, 2016

Agenda Item: Assignment of ELHC I Project to Flexsteel

Subject: ELHC I, LLC Project

Summary:

The City issued \$25 million of industrial revenue bonds for the ELHC I Project on September 30, 2013 for the purpose of financing a 500,000 sq. ft. warehouse and distribution facility (the “Project”). ELHC I, LLC leased the Project to the City and the City subleased the project back to ELHC I, LLC.

Flexsteel Industries, Inc., a Minnesota corporation (“Flexsteel”) acquired the Project from ELHC in a 1031 exchange in September 2014. As part of the 1031 exchange, Flexsteel created Eagle Exchange Company, LLC (“Eagle Exchange”). Pursuant to an Assignment and Assumption of Bond Documents, ELHC I, LLC transferred its interest in the Project to Eagle Exchange with the consent of the City.

Flexsteel is now requesting that the Project be transferred from Eagle Exchange to Flexsteel. In order to transfer the Project, Eagle Exchange must assign its interest in the Base Lease, the Lease Agreement, the Performance Agreement, the Origination Fee Agreement and all other Bond documents to Flexsteel. This assignment requires the consent of the City.

The Project will be assigned from Eagle Exchange to Flexsteel pursuant to the form of Assignment and Assumption of Bond Documents attached to the Resolution.

Impact on Abatement:

The assignment from Eagle Exchange to Flexsteel will have no impact on the property tax abatement for the ELHC project.

RESOLUTION NO. 06-09-16A

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF A BASE LEASE, LEASE AGREEMENT AND RELATED BOND DOCUMENTS IN CONNECTION WITH THE CITY'S INDUSTRIAL REVENUE BONDS (ELHC I, LLC PROJECT), SERIES 2013.

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

WHEREAS, the City issued its Industrial Revenue Bonds (ELHC I, LLC Project), Series 2013 (the "Bonds"), in the aggregate maximum principal amount of \$25,000,000, pursuant to a Trust Indenture dated as of September 1, 2013 (the "Indenture"), by and between the City and UMB Bank, n.a., as trustee (the "Trustee"), for the purpose of acquiring, purchasing, improving, equipping and constructing a commercial project, consisting of an approximately 500,000 sq. ft. warehouse and distribution facility, to be located on approximately 30 acres of land at the northwest corner of 191st Street and Waverly Road in Edgerton, Kansas (the "Project"); and

WHEREAS, the Project was leased by ELHC I, LLC, a Kansas limited liability company ("ELHC") to the City pursuant to a Base Lease Agreement dated as of September 1, 2013 (the "Base Lease"), between ELHC and the City, and the Project was subleased by the City to ELHC pursuant to a Lease Agreement dated as of September 1, 2013 (the "Lease Agreement"), between the City and the Assignor; and

WHEREAS, the Project was assigned from ELHC, with the consent of the City, to Eagle Exchange Company, LLC, a Kansas limited liability company ("Assignor"), pursuant to an Assignment and Assumption of Bond Documents dated as of September 26, 2014, between ELHC and Assignor, which was recorded as Document No. 20140929-8884; and

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

WHEREAS, the Assignor is requesting the City's consent to the assignment of the Assignor's interest under the Base Lease, Lease Agreement, the Performance Agreement dated as of September 1, 2013 (the "Performance Agreement"), between the City and Assignor, the Origination Fee Agreement dated as of September 1, 2013 (the "Origination Fee Agreement"), between the City and the Assignor, and all other documents executed in connection with the Bonds that are included in the transcript of proceedings for the Bonds (collectively, the "Other Bond Documents"), to Flexsteel Industries, Inc., a Minnesota corporation (the "Assignee"); and

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

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

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

Section 2. Authorization and Execution of Assignment. The Governing Body hereby approves of the form of the Assignment and Assumption of Bond Documents (the "Assignment") attached hereto as **Exhibit A**. The Mayor of the City is hereby authorized and directed to execute and deliver the consent to the Assignment for and on behalf of and as the act and deed of the City, in substantially the form presented to and reviewed by the Council of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City, if required, to the Assignment.

Section 3. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, including an estoppel certificate (copies of said documents shall be filed in the records of the City) for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 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 9th day of June, 2016.

CITY OF EDGERTON, KANSAS

By: _____
Donald Roberts, Mayor

[SEAL]

ATTEST:

Janeice Rawles, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

EXHIBIT A

ASSIGNMENT OF BOND DOCUMENTS

ASSIGNMENT AND ASSUMPTION OF BOND DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF BOND DOCUMENTS (the “**Assignment**”) entered into on June ____, 2016 (the “**Effective Date**”) is by and between **EAGLE EXCHANGE COMPANY, LLC**, a Kansas limited liability company (the “**Assignor**”), and **FLEXSTEEL INDUSTRIES, INC.**, a Minnesota corporation (the “**Assignee**”).

RECITALS

WHEREAS, the City of Edgerton, Kansas (the “**City**”) has previously issued its \$25,000,000 aggregate maximum principal amount of Industrial Revenue Bonds (ELHC I, LLC Project) Series 2013 (the “**Bonds**”) pursuant to a Trust Indenture dated as of September 1, 2013 (the “**Indenture**”), between the City and UMB Bank, n.a., as trustee (the “**Trustee**”), and used the proceeds of the Bonds to construct a Project (as defined in the Indenture);

WHEREAS, ELHC I, LLC, a Kansas limited liability company (“**ELHC**”) leased the Project, which is located on and includes the land described on **Schedule 1** (the “**Real Property**”) to the City pursuant to the Base Lease Agreement dated as of September 1, 2013 (the “**Base Lease**”), between ELHC and the City, a memorandum of which was recorded October 1, 2013, in Book 201310, Page 505;

WHEREAS, the City subleased the Project to ELHC pursuant to a Lease Agreement dated as of September 1, 2013 (the “**Lease Agreement**”), between the City and ELHC, a memorandum of which was recorded October 1, 2013, in Book 201310, Page 506;

WHEREAS, the City and ELHC entered into a Performance Agreement dated as of September 1, 2013 (the “**Performance Agreement**”) whereby the parties set forth the terms relating to tax abatement for the Project;

WHEREAS, the City and ELHC entered into an Origination Fee Agreement dated as of September 1, 2013 (the “**Origination Fee Agreement**”) whereby ELCH agreed to make certain origination fee payments to the City over time;

WHEREAS, in addition to the Indenture, the Base Lease, the Lease Agreement, the Performance Agreement, and the Origination Fee Agreement, the City, ELHC and the Trustee entered into various other documents relating to the Bonds which are included in the transcript for the Bonds (the “**Other Bond Documents**”);

WHEREAS, ELHC assigned and transferred to Assignor all of ELHC’s right, title, and interest in and to the Base Lease, the Lease Agreement, the Performance Agreement, the Origination Fee Agreement, the Bonds and the Other Bond Documents, and Assignor accepted such assignment and assumed the terms and conditions of the same, all as set forth in that Assignment and Assumption of Bond Documents dated September as of September 26, 2014;

WHEREAS, Assignor now desires to assign and transfer to Assignee all of Assignor’s right, title, and interest in and to the Base Lease, the Lease Agreement, the Performance Agreement, the Origination Fee Agreement, the Bonds and the Other Bond Documents;

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

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

AGREEMENT

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

1. **Assignment.** As of the Effective Date, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee the following (collectively, the “**Assigned Interests**”):

- (a) The leasehold created under the Base Lease and the Lease Agreement, together with all of Assignor’s rights and interest under the Base Lease and the Lease Agreement, which demises the Project, the Real Property, and all of Assignor’s rights and interests in the Project, including without limitation the buildings, structures, improvements, fixtures, machinery, and equipment situated on the real estate and all of its additions, alterations, modifications, and improvements.
- (b) All of Assignor’s rights and interest under the Performance Agreement, the Origination Fee Agreement and the Other Bond Documents; and
- (c) All of Assignor’s rights and interest in the Bonds.

Assignor further agrees to execute any additional documents required for the transfer of the Bonds to Assignee as may be required by the Indenture.

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

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

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

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

Lease, Lease Agreement, Performance Agreement, Origination Fee Agreement or the Other Bond Documents.

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

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

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

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

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

[Signature pages to follow]

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

ASSIGNOR:

EAGLE EXCHANGE COMPANY, LLC,
a Kansas limited liability company

By: Flexsteel Industries, Inc.
Its: Sole Member

By: _____
Timothy E. Hall, Senior Vice President,
Chief Financial Officer, and Secretary

ACKNOWLEDGMENT

STATE OF IOWA)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of June, 2016, appeared Timothy E. Hall, to me personally known, who being duly sworn did say that he is the Senior Vice President, Chief Financial Officer and Secretary of Flexsteel Industries, Inc., a Minnesota corporation, the Sole Member of EAGLE EXCHANGE COMPANY, LLC, a Kansas limited liability company (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

[SEAL]

Notary Public

My commission expires _____.

ASSIGNEE:

FLEXSTEEL INDUSTRIES, INC.
a Minnesota corporation

By: _____
Timothy E. Hall, Senior Vice President,
Chief Financial Officer, and Secretary

ACKNOWLEDGMENT

STATE OF IOWA)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of June, 2016, appeared Timothy E. Hall, to me personally known, who being duly sworn did say that he is the Senior Vice President, Chief Financial Officer and Secretary of Flexsteel Industries, Inc., a Minnesota corporation (the "Company"), and that the foregoing instrument was signed for the purposes therein contained on behalf of the Company and by authority of the Company; and he further acknowledged said instrument to be the free act and deed of the Company.

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

[SEAL]

Notary Public

My commission expires _____.

CONSENT OF THE CITY OF EDGERTON, KANSAS

The City hereby acknowledges, consents and agrees to the execution and delivery of this Assignment and Assumption of Bond Documents dated June __, 2016, between Eagle Exchange Company, LLC, a Kansas limited liability company, and Flexsteel Industries, Inc., a Minnesota corporation.

CITY OF EDGERTON, KANSAS

[SEAL]

By: _____
Donald Roberts
Mayor

ATTEST:

Janeice Rawles
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this _____ day of June, 2016, before me, a notary public in and for said county and state, came Donald Roberts, Mayor of the City of Edgerton, Kansas, a municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, and Janeice Rawles, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

[SEAL]

Notary Public
Typed Name: _____

My commission expires _____.

CONSENT OF TRUSTEE

UMB Bank, n.a., as trustee, hereby acknowledges and consents to the execution and delivery of this Assignment and Assumption of Bond Documents dated June ____, 2016, between Eagle Exchange Company, LLC, a Kansas limited liability company ("Assignor"), and Flexsteel Industries, Inc., a Minnesota corporation ("Assignee").

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

BOKE, NA

By: _____
Douglas Hare
Senior Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of June, 2016, before me appeared Douglas Hare, a Senior Vice President of UMB, n.a., a national banking association, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said national banking association.

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

[SEAL]

Notary Public

Typed Name: _____

My commission expires _____.

SCHEDULE 1

LEGAL DESCRIPTION OF REAL PROPERTY

That part of the Southeast and Southwest Quarters of Section 34, Township 14 South, Range 22 East, in the City of Edgerton, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southeast Corner of said Southwest Quarter; thence coincident with the South line of said Southwest Quarter, South $88^{\circ}10'27''$ West, 360.36 feet to the Southeast corner of a tract of land described as the J. A. Pearce Tract in the 1892 Re-Survey of said Section 34, said point also being the Southwest corner of the East 22 acres of said Southwest Quarter; thence coincident with the West line of said East 22 acres, said line also being the East line of said J.A. Pearce Tract, North $02^{\circ}16'32''$ West, 60.00 feet to a point on the North right-of-way line of 191st Street, as it now exists, said point being the Point of Beginning; thence continuing along said West line, North $02^{\circ}16'32''$ West, 1,133.01 feet; thence departing said West line, North $87^{\circ}43'28''$ East, 1,019.79 feet; thence parallel with the West line of said East 22 acres, South $02^{\circ}16'32''$ East, 1,140.74 feet to a point on the North right-of-way line of said 191st Street; thence coincident with said North right-of-way line, South $88^{\circ}09'02''$ West, 659.00 feet; thence continuing along said North right-of-way line South $88^{\circ}10'27''$ West, 360.82 feet to the Point of Beginning, containing 1,159,417 square feet, or 26.616 acres, more or less.

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: June 6, 2016
Agenda Item: Ordinance
Subject: Transpec Leasing Incorporated LLC Ordinance

Summary:

The City previously adopted Resolution No. 10-22-15B evidencing the intent of the City to issue industrial revenue bonds for the Transpec Leasing Incorporated LLC project. Transpec Leasing Incorporated is constructing a 478,000 sq ft surface container storage lot, a 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.

Ordinance:

The Ordinance authorizes the City to issue up to \$19,000,000 of industrial revenue bonds for the Project. This bond issue is commonly referred to as a “buy your own bonds bond issue.” Transpec Leasing Incorporated will be both the lessee on the project and the owner of the bonds. When the bonds are issued, Transpec Leasing Incorporated will lease the project site to the City, and the City will then sublease the project back to Transpec Leasing Incorporated. Transpec Leasing Incorporated will be obligated to repurchase the project when the bonds mature.

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

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

- (a) Trust Indenture which contains the terms governing the Bonds and contains the form of the Bonds;
- (b) Base Lease Agreement whereby the City leases the project site from Transpec Leasing Incorporated;
- (c) Lease Agreement whereby the City will lease the project to Transpec Leasing Incorporated for the term of the tax abatement; and
- (d) Bond Purchase Agreement whereby Transpec Leasing Incorporated agrees to acquire the Bonds;

Transpec Leasing Incorporated will not receive any property tax abatement for this project. The bonds are being issued solely to provide Transpec Leasing Incorporated with a sales tax exemption certificate for construction materials and equipment.

ORDINANCE NO. 1017

AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (TRANSPEC LEASING INCORPORATED PROJECT) SERIES 2016, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$19,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A SURFACE CONTAINER STORAGE LOT, INCLUDING BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH SECURITY BANK OF KANSAS CITY, AS TRUSTEE; AUTHORIZING THE CITY TO ENTER INTO A BASE LEASE AND A LEASE AGREEMENT WITH TRANSPEC LEASING INCORPORATED; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

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

WHEREAS, the governing body of the City has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Industrial Revenue Bonds (Transpec Leasing Incorporated Project) Series 2016, in an aggregate maximum principal amount not to exceed \$19,000,000, for the purpose of acquiring, constructing, improving and equipping an approximately 478,00 sq. ft. surface container storage lot, a 4,800 sq. ft. shop building, and a 400 sq. ft. security building, located on 50 acres of land at the southwest corner of 191st Street and Waverley Road in Edgerton, Kansas (the “Project”), and that the City lease the Project to Transpec Leasing Incorporated, a Nebraska corporation (the “Company”); and

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

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

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

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell its Industrial Revenue Bonds (Transpec Leasing Incorporated Project) Series 2016, in an aggregate maximum principal amount not to exceed \$19,000,000 (the “Bonds”), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

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

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

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

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

(d) Bond Purchase Agreement dated the date set forth therein (the “Bond Purchase Agreement”), between the City and the Company, as Purchaser.

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

Section 5. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the

intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indenture, the Base Lease, the Lease and the Bond Purchase Agreement.

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

PASSED by the Council of the City of Edgerton, Kansas, this 9th day of June, 2016.

Donald Roberts, Mayor

[SEAL]

ATTEST:

Janeice Rawles, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

CITY OF EDGERTON, KANSAS

COUNCIL AGENDA ITEM

Council Meeting Date: June 6, 2016

Agenda Item: Ordinance

Subject: CY Edgerton LLC Ordinance

Summary:

The City previously adopted Resolution No. 02-25-16A evidencing the intent of the City to issue industrial revenue bonds for the CY Edgerton LLC (Illinois Transport) project. CY Edgerton is constructing a surface container storage lot and making improvements to buildings currently located at the project site at 32355 W. 191st Street in Edgerton, Kansas.

Ordinance:

The Ordinance authorizes the City to issue up to \$8,000,000 of industrial revenue bonds for the Project. This bond issue is commonly referred to as a “buy your own bonds bond issue.” CY Edgerton will be both the lessee on the project and the owner of the bonds. When the bonds are issued, CY Edgerton will lease the project site to the City, and the City will then sublease the project back to CY Edgerton. CY Edgerton will be obligated to repurchase the project when the bonds mature.

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

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

- (a) Trust Indenture which contains the terms governing the Bonds and contains the form of the Bonds;
- (b) Base Lease Agreement whereby the City leases the project site from CY Edgerton;
- (c) Lease Agreement whereby the City will lease the project to CY Edgerton for the term of the tax abatement;
and
- (d) Bond Purchase Agreement whereby CY Edgerton agrees to acquire the Bonds;

CY Edgerton will not receive any property tax abatement for this project. The bonds are being issued solely to provide CY Edgerton with a sales tax exemption certificate for construction materials and equipment.

ORDINANCE NO. 1018

AN ORDINANCE AUTHORIZING THE CITY OF EDGERTON, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (CY EDGERTON LLC PROJECT) SERIES 2016, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, PURCHASING, CONSTRUCTING, INSTALLING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF A SURFACE CONTAINER STORAGE LOT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH SECURITY BANK OF KANSAS CITY, AS TRUSTEE; AUTHORIZING THE CITY TO ENTER INTO A BASE LEASE AND A LEASE AGREEMENT WITH CY EDGERTON LLC; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

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

WHEREAS, the governing body of the City has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issue its Industrial Revenue Bonds (CY Edgerton LLC Project) Series 2016, in an aggregate maximum principal amount not to exceed \$8,000,000, for the purpose of acquiring, constructing and equipping a commercial project, consisting of a surface container storage lot and constructing improvements to buildings currently located at 32355 W. 191st Street, Edgerton, Kansas, including buildings, structures, improvements, fixtures, machinery and equipment (the “Project”), and that the City lease the Project to CY Edgerton LLC, a Kansas limited liability company (the “Company”); and

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

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

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

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell its Industrial Revenue Bonds (CY Edgerton LLC Project) Series 2016, in an aggregate maximum

principal amount not to exceed \$8,000,000 (the "Bonds"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

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

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

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

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

(d) Bond Purchase Agreement dated the date set forth therein (the "Bond Purchase Agreement"), between the City and the Company, as Purchaser.

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

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

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

PASSED by the Council of the City of Edgerton, Kansas, this 9th day of June, 2016.

Donald Roberts, Mayor

[SEAL]

ATTEST:

Janeice Rawles, City Clerk

Approved as to form:

Scott W. Anderson, Bond Counsel

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider Replacement of Street Sweeper

Department: Public Works

Background/Description of Item: Street Sweeper

The street sweeper is a vital part of the public works operations, it allows for the staff to keep the cities network of streets clean and free of debris, which promotes safe travel around and through the city, as well as helps to keep unwanted debris out of the stormwater network, additionally this promotes faster draining and prevents water build up on the roadway.

The current street sweeper has reached the end of its useful life, and has prevented staff from keeping up with the most basic of sweeping needs. Staff has to sweep many of the same areas repeatedly, and the machine requires a significant amount of maintenance while still providing a less than desirable finished product. Our current street sweeper is a 1992 Elgin Pelican model with 11,534 miles and 4957 hours.

The Public Works Staff has demoed and thoroughly looked at all the proposed machines. A selection committee that consisted of the equipment operators reviewed the proposed bids, identified the pros and cons of each respective machine, and with this data they made their selection. It is the department's recommendation that we replace the existing unit with a new Elgin Broom Badger mounted on an Isuzu NRR Cab and Chassis. Additionally we would suggest that the new machine is wrapped in a city approved logo, which would be provided to the city at no additional cost.

In the Vehicle and Equipment Replacement Plan, the street sweeper is planned to be replaced using a five-year lease purchase. This arrangement allows the City to spread the purchase price of the street sweeper over five years. The total cost included in the plan is \$212,500. Staff will work to finalize lease proposals and will bring the lease documents to the June 23rd meeting.

Enclosure: Vehicle and Equipment Requisition Form
Bid Documents
Equipment Reserve Fund Summary

Recommendation: Approve the purchase of a 2016 (Isuzu NRR Cab & Chassis) Elgin Broom Badger in the amount of \$187,446.14

Funding Source: General Equipment Reserve Fund

Prepared by: Karen Kindle, Accountant and Trey Whitaker, Public Works Superintendent
Date: 5/31/2016

VEHICLE & EQUIPMENT

Vehicle or equipment requested: _____ Date: _____

Describe need for vehicle or equipment: _____

Describe bid process and attach documentation: _____

REQUESTED ACC/VEH/EQUIP	NEW/ USED	NAME / DESCRIPTION	COST	TRADE IN	ACTUAL	RECOMMEND
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>
			\$	\$	\$	<input type="checkbox"/>

Requested by: _____ Date: _____

Account Number: _____ Budget Available: ☐ _____

City Administrator Approval (\$15,000): _____ Date: _____

City Council Approval (> \$15,000): _____ Date: _____



City of Edgerton
404 East Nelson
Edgerton, Ks.

1645 S. West Street
PO Box 13255
Wichita, KS 67213
P 316.943.9311
F 316.943.8116

400 N. Chicago
PO Box 1940
Salina, KS 67402
P 785.823.6378
F 785.823.8083

3030 S.W. 57th Street
Topeka, KS 66609
P 785.862.0031
F 785.862.0034

395 N. Industrial
PO Box 1309
Garden City, KS 67846
P 620.275.9621
F 620.275.9623

15325 S. Keeler St.
Olathe, KS 66062
P 913.764.2011
F 913.764.2014

Visit us at:
www.sellersequipment.com

Equal Opportunity Employer

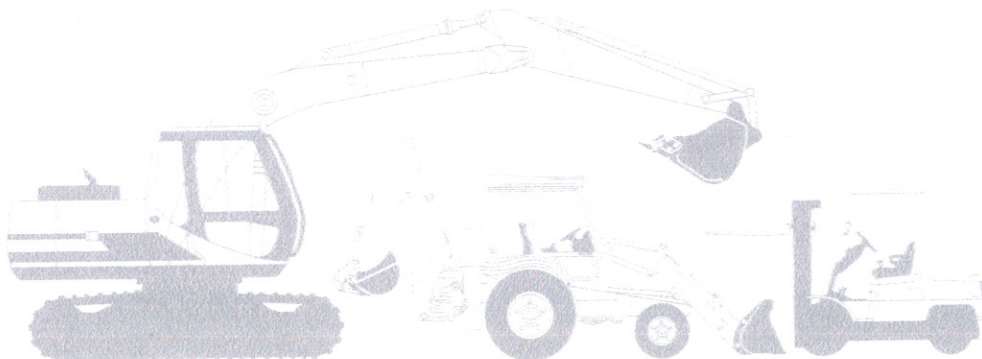
PRICE QUOTE
2016 GLOBAL M3 SWEEPER

115 HP JD diesel
5.6 yard Hopper
12,000 lb lift capacity
125 inch sweeping path
12.5 ft. turning radius
All wheel suspension option
In cab Gutter broom tilt and pressure control
47 inch gutter brooms left and right
11 Flight elevator
Leaf gate
Rear view camera
7 inch LCD monitor
AM/FM radio / CD
Rotating Beacon with limb guard
Arrow stick board
2 year full warranty
Your Cost delivered to Edgerton
\$ 192,405

Thank you, we look forward to working with you on this and future equipment needs. We hope you will be able to attend our sweeper school in Topeka May 10th.

Sincerely,

Rich Cox
Sellers Equipment





CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

SW04-16

Date
Prepared:

4/15/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Edgerton	Contractor:	Sellers Equipment
Contact Person:	Trey Whitaker	Prepared By:	Dave Sellers
Phone:	913-893-6231	Phone:	(785) 452-1971
Fax:	913-893-6232	Fax:	
Email:	twhitaker@edgerton.org	Email:	daves@sellersequipment.com

Product Code:	AB01	Description:	Global M3 MECHANICAL SWEEPER
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 178300

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
K323150 Elevator & Hopper Flusher	1117		
K323466 Elevator Ass'y 2-pc bottom 11 squeegee	2970		
K247011 GB Tilt, Dual (Right an	4550		
K325256 AM/FM Radio w/ CD	490		
K901325 Aux Power Plug Adaptor Port	109		
Cab Strobe (LED)	475		
K325514 Limb Guard (Cab Beacc	259		
247724 High Speed Hopper Lift/Dump	1875		
K325221 LED Arrow stick	1635		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	13480

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
JD Operator Manual	175		
JD Technical Manual	370		
JD Parts Manual-Engine	220		
Comfort Glide all wheel rear suspesion	\$6,237		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	7002

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

4%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	198782	=	Subtotal D:	198782
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight to Edgerton, KS	3200		
Training	Included		
DISCOUNT	(\$7,900)		
		Subtotal E:	-4700

Delivery Date: 90 Days ARO

F. Total Purchase Price (D+E):

194082



MARC/KCRPC and H-GAC CONTRACT PRICING
WORKSHEET -
For Standard Equipment Purchases

Contract
No.:

SW04-16

Date
Prepared:

5/23/2016

This Form must be prepared by Contractor and given to End User and MARC/KCRPC. End User issues PO to Contractor, and MUST also send copy of purchase order to Rita Parker - rita.parker@kcrpc.com. Please type or print legibly.

MARC - KCRPC	Rita Parker 816-246-5083 (Fax 816-421-7758) email: rita.parker@kcrpc.com	
Buying Agency:	CITY OF EDGERTON, KS	Contractor: KEY EQUIPMENT & SUPPLY COMPANY
Contact Person:	TREY WHITAKER	Prepared By: KENT FAHNHOLZ
Phone:	913-893-6231	Phone: 913-371-8260
Fax:		Fax: 913-788-4093
Email:	TWHITAKER@EDGERTONKS.ORG	Email: KENT@KEYEQUIPMENT.COM

Product Code:	BA04	Description:	ELGIN BROOM BADGER
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 127565

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5801010-2016 ISUZU CHASSIS	49976		
5801107-CONVEYOR FLUSH	1150		
5801105-REAR MOUNTED LED LIGHT BAR	1875		
5801126-REAR LED TAIL LIGHTS	540		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	53541

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FEDERAL SIGNAL LED HIGH INTENSITY CORNER LIGHTS	280		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	280

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0.155%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered: 1 X Subtotal of A + B + C: 181386 = Subtotal D: 181386

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
INSTALLATION	880		
FREIGHT	2410		
TRAINING ON DELIVERY	2770.14		
		Subtotal E:	6060.14

Delivery Date: LESS THAN 45 DAYS ARO F. Total Purchase Price (D+E): 187446.14



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

SW04-16

Date
Prepared:

5/13/2016

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.*

Buying Agency:	CITY OF EDGERTON	Contractor:	KEY EQUIPMENT & SUPPLY COMPANY
Contact Person:	TREY WHITAKER	Prepared By:	KENT FAHNHOLZ
Phone:	913-893-6231	Phone:	913-371-8260
Fax:		Fax:	913-788-4093
Email:	twhitaker@edgertonks.org	Email:	kent@keyequipment.com

Product Code:	AA01	Description:	Elgin Pelican NP Dual
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 186020

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Pelican NP 3-wheel mechanical sweeper		AM/FM Radio w CD & Map Lights	565
Conveyor Cleanout	490	Paint MFG Standard White	0
Heavy Duty Limb Guards	2135	Right Hand Side Broom Tilt	2355
(2) LED Strobes w Guard	1635	Cold Weather Start	545
LED Arrowstick	1590		
Red Logo/Swoosh	0		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	9315

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Federal Signal LED Corner Lights (4)	280		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	280

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Installation	880		
Freight	2915		
		Subtotal D:	3795

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 199410

Quantity Ordered: 1 X Subtotal of A + B + C + D: 199410 = Subtotal E: 199410

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 2991.15

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: **H. Total Purchase Price (E+F+G):** 202401.15

THIS ITEM WAS TABLED FROM MAY 26TH MEETING. DESIGN-BUILD TEAM WILL PRESENT ADDITIONAL INFORMATION AT JUNE 9TH MEETING.

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider an Agreement with Burns & McDonnell/CAS Construction On The Basis Of A Stipulated Price

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 EEWTF 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).

In November 2015, Edgerton City Council approved a Preliminary Design-Build Agreement with Burns & McDonnell/CAS Construction in the amount of \$200,800. The Preliminary Design-Build Agreement states the Contractor shall design the project to approximately 30% of the Project, which will enable the Contractor to determine a Guaranteed Maximum Price (GMP) for construction of the project.

Please find enclosed the Executive Summary submitted by Burns & McDonnell/CAS Construction for consideration by City Council. The Executive Summary of the Work includes a description of the scope of work included in this agreement. It also includes the Guaranteed Maximum Price (GMP) of \$2,787,950. A detailed item breakdown of this price proposal is included. Four items in the GMP are listed as allowances. These items the City is responsible for actual costs (either higher or lower than amount listed).

This agreement does not include the contract amount for preliminary work (\$200,800) to develop the GMP. Assuming the estimates for the allowance items are correct, total project expenses for design and construction would be \$2,988,750. This amount does not include city engineer expenses or construction inspection costs. Staff would recommend using BG Consultants for inspection and anticipates bringing that contract for services for consideration by City Council at June 9th meeting.

In February 2016, City Council approved a Charter Ordinance to exempt the City from state statute provisions regarding the issuance of bonds for the purpose of paying for sanitary sewer improvements. That Ordinance provides the City of Edgerton flexibility to use general obligation bonds for the construction of this project. Additionally, the City Council took the first step in that process by approving a resolution to authorize the offering for sale of general obligation bonds for this project. Following the closing of the 60-day waiting period after publication of the Charter Ordinance, staff anticipates bringing the resolution to authorize the project and bonds to the July 14th City Council meeting together with approving the sale of the bonds that same meeting.

THIS ITEM WAS TABLED FROM MAY 26TH MEETING. DESIGN-BUILD TEAM WILL PRESENT ADDITIONAL INFORMATION AT JUNE 9TH MEETING.

City Attorney/City's Insurance Representative have reviewed the design-build agreement and terms and conditions. City Attorney and D/B team are still negotiating final terms and conditions. Previous Agreement is available upon request from the City Clerk as the document over 100 pages. City Attorney will review updates for City Council during May 26, 2016 meeting. Additionally, City Engineer and Design-Build team will be present for questions.

Enclosures: Executive Summary

Related Ordinance(s) or Statute(s):

Recommendation: Approve an Agreement with Burns & McDonnell/CAS Construction On the Basis Of A Stipulated Price with Guaranteed Maximum Price at \$2,787,950.

Funding Source: General Obligation Bonds Series 2016

Prepared by: Beth Linn, City Administrator
Date: May 23, 2016

May 23, 2016

City of Edgerton, KS Pump Station and Force Main Work-

Price - \$2,787,950.00

Executive summary of work -

- 100% Performance and payment bonds
- GL, UL, PL and builders risk insurance included
- Prevailing wages are not required for this contract.
- Sales tax exemption certificate to be provided by City.
- Phase 1 services is a separate agreement will be billed separately and is not included in this price
- Includes all labor, materials, equipment and supervision to complete the scope of the work
- Includes all design and construction administration fees for the work
- Trees along force main route will be cleared prior to June1 as a part of the Phase 1 services agreement
- Relocation of existing salt/sand storage building
- New wetwell and drywell areas to be fenced and secured
- Manholes and piping necessary to direct flow to the new wetwell before the existing plant.
- New wetwell and drywell structures.
- Mechanical basket screen system to remove trash from wetwell prior to pumping
- Wetwell submersible pumps in series with drywell pumps connecting to new force main.
- Both wetwell and drywell will be ready for installation of third set of pumps when need dictates.
- Includes approximately 13,200lf of HDPE force main, directional drilling of the creek crossing, air release valves/vaults, pipeline cleanouts, pressure regulating valve and tie into existing manhole for routing to Big Bull Creek WWTP.
- Site and force main route will be clean, fine graded and seeded upon completion.

Price Breakdown

<u>Item</u>	<u>Cost</u>
General conditions/ construction equipment/Insurances & Bonds	\$317,942.
Site excavation/backfill/yard piping	\$81,767.
Wetwell / Drywell / manhole structures	\$131,578.
Site fencing / paving / relocate ex. storage building	\$138,364.
Hoisting	\$20,410.
Force main & appurtenances	\$803,576
Allowances (detailed below)	\$222,775.
Screenings	\$120,855.
Pumps / pipe / valves	\$199,375.
HVAC	\$25,672.
Electrical/instrumentation/controls	\$460,636.
Design and Construction Administration	\$265,000.
Total Contract Value	\$2,787,950.

- Allowances are items that are covered in the lump sum total contract value for the specific budget of the item detailed. Costs for these items (labor, material, equipment and subcontractors) will be tracked at cost with no markup for overhead and profit. In the event that the costs are in excess of the amounts listed, the Owner shall pay such additional cost. In the event that the costs are less than the amounts listed, the Owner shall be entitled to the amounts remaining. Allowances included in the lump sum price above -
 - Linework – stump removal \$10,000.
 - Concrete blocks at salt/sand storage \$2,000.
 - Existing Plant Decommissioning \$74,000.
 - HDD Bull Creek & Quarry Drive \$136,775.

Date: May 31, 2016

To: Beth Linn, City Administrator

From: Tegan Meadors, Parks and Recreation Coordinator

Re: Glendall Acres Playground Equipment

On May 31, 2016, city staff conducted a Playground Safety Audit at all city parks to determine if the play areas were compliant with ASTM F1487 (the safety standards for all playground equipment and protective surfacing). The inspection evaluates possible hazards in the general environment, materials and manufacturing, use zones, maintenance, surfacing, labeling, accessibility and access/egress.

Through the inspection, staff found 15 Priority 1 and 2 hazards, which are the hazards that may pose the most risk to users. These hazards were related to the materials and manufacturing of a metal slide and a wooden play structure at Glendall Acres Park. Following the inspection, staff temporarily closed these two pieces of equipment pending consideration by City Council. The identified hazards are not repairable; therefore, staff would recommend these two pieces of park equipment be permanently removed. Photos of the equipment are attached.



