

**EDGERTON CITY COUNCIL  
MEETING AGENDA  
CITY HALL, 404 EAST NELSON STREET  
March 23, 2017**

**Call to Order**

1. **Roll Call** \_\_\_\_ Roberts \_\_\_\_ Longanecker \_\_\_\_ Crooks \_\_\_\_ Brown \_\_\_\_ Crist \_\_\_\_ Conus
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 Settlement Agreement and Release with City of Gardner
6. Approve the Request by Applicant to Remand of Application FP2016-04, Final Plat, Midwest Gateway located on the North side of 191st Street and a quarter mile East of Homestead Lane back to Planning Commission for further consideration at the April 11, 2017 meeting based upon modifications to the request previously approved by the Planning Commission

**Regular Agenda**

7. **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.
8. **Declaration.** At this time Council members may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

**Business Requiring Action**

9. **CONSIDER RENEWAL OF CORPORATE INSURANCE POLICY FOR APRIL 1, 2017 TO MARCH 31, 2018**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

10. **CONSIDER ORDINANCE NO. 1051 ANNEXING LAND [REQUEST BY EDGERTON LAND HOLDING COMPANY AS AUTHORIZED AND CONSENTED BY THE OWNER MICHAEL J DEGRANDE REV TRUST, ETAL] INTO THE CITY OF EDGERTON, KANSAS**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

11. **CONSIDER ORDINANCE 1052 AMENDING THE EDGERTON UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 3, SECTION 4 PERTAINING TO R-2, TWO FAMILY RESIDENCE DISTRICT AND ARTICLE 15, DEFINITIONS**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**12. Report by the City Administrator**

- MARC 2020 STP Grant – 207<sup>th</sup> Street Grade Separation

**13. Report by the Mayor**

- Consider appointment of two Governing Body Members to BBC WWTP Task Force

**14. Future Meeting/Event Reminders:**

- April 8<sup>th</sup> 10:00 AM to Noon – Easter Egg Hunt (sponsored by Jet)
- April 11<sup>th</sup> 6:00 PM – Planning Commission Work Session
- April 11<sup>th</sup> 7:00 PM – Planning Commission Meeting
- April 13<sup>th</sup> 7:00 PM – City Council Meeting
- April 19<sup>th</sup> Noon – Senior Lunch
- April 27<sup>th</sup> 7:00 PM – City Council Meeting

**15. Adjourn** Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Settlement Agreement and Release with City of Gardner

**Department:** Administration

**Background/Description of Item:** In May 2012, the City of Edgerton entered into a Contract For Services For Construction Of Wastewater Improvements And Transportation And Treatment Of Wastewater with the City of Gardner. The City of Edgerton treated Gardner's sewage at Big Bull Creek Wastewater Treatment Plant and sent invoices to Gardner for the same.

A billing dispute between the cities arose. Both Gardner and Edgerton desire to end all controversy and settle the Sewage Dispute in the attached Settlement Agreement and Release. Below is a summary of the terms included:

Within thirty (30) business days after this Agreement is executed by Gardner and Edgerton, Gardner will pay Edgerton:

- a. Thirty Five Thousand Dollars and Zero Cents (\$35,000), which will be accepted as full and complete payment on all Invoices sent by Edgerton to Gardner for the time period of June of 2013 through October of 2016.
- b. Beginning with November 2016 invoices until a new rate is implemented following a rate study commissioned by Edgerton in 2017, Gardner will pay a rate of \$2.00 per One-Thousand Gallons of sewage treated

Settlement Agreement also includes approval of Raftelis Financial Consultants, Inc. as the Independent Rate Consultant.

City Attorney has approved the Settlement Agreement and Release. City of Gardner will consider the Agreement at City Council meeting on March 20, 2017.

Enclosure: Draft Settlement Agreement and Release

**Related Ordinance(s) or Statute(s):**

**Recommendation:** Approve Settlement Agreement and Release with City of Gardner

**Funding Source:** N/A

Prepared by: Beth Linn, City Administrator  
Date: March 20, 2017

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is made between City of Edgerton, Kansas ("Edgerton") and City of Gardner, Kansas ("Gardner") (collectively referred to herein as the "Parties"), and is entered into as of the date of complete execution by all Parties.

WHEREAS, Edgerton treated Gardner sewage at Big Bull Creek Wastewater Treatment Plant and sent invoices to Gardner for the same, all pursuant to a written contract between Edgerton and Gardner; and

WHEREAS, in the process of Edgerton billing Gardner for sewage treatment, Gardner disputed the amounts charged by Edgerton and, then later, Gardner disputed that the rate charged by Edgerton was the proper rate (hereinafter collectively referred to as "Sewage Dispute"); and

WHEREAS, Edgerton contends it properly treated, charged, and billed Gardner for treating Gardner's sewage, and Gardner disputes that it has been properly billed and charged for the treatment of sewage, but, nevertheless, Gardner and Edgerton desire to end all controversy and settle the Sewage Dispute.

NOW, THEREFORE, in consideration of the foregoing and the covenants and promises set forth in this Agreement, and in exchange for good and valuable consideration as more specifically set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Payments**

1. Within thirty (30) business days after this Agreement is executed by Gardner and Edgerton, Gardner will pay Edgerton:

- a. The gross sum of Thirty Five Thousand Dollars and Zero Cents (\$35,000), which will be accepted by Edgerton as -- coupled with previous payments made by Gardner for sewage treatment during this time period -- full and complete payment on all Invoices sent by Edgerton to Gardner for the time period of June of 2013 through October of 2016.
- b. For any Invoices for the time period of November of 2016 until a new rate is implemented following a rate study commissioned by Edgerton in 2017, Gardner will pay a rate of \$2.00 per One-Thousand Gallons of sewage treated.

2. Edgerton agrees the above payments are good and valuable consideration.

### **Approval of Rate Study Consultant**

3. For purposes of the existing contract between the parties related to Big Bull Creek Wastewater Treatment Plant, upon the signing of this Agreement, Gardner is deemed to have given its approval to Edgerton to utilize Raftellis Financial Consultants, Inc. as the "Independent Rate Consultant".

### **Release of All Claims**

4. *Release of All Claims.* The parties are hereby releasing each other from any and all claims arising out of the Sewage Dispute, whether based on the existing contract between the parties or otherwise. Nothing herein shall be construed as either party releasing the other from any contractual obligations or claims, or other rights or duties, not arising out of the Sewage Dispute, and each party will pay their own costs, expenses, and attorney fees incurred because of the Sewage Dispute. Additionally, nothing herein shall be construed as releasing or limiting any claims that either party has arising from this Settlement Agreement and Release.

### **No Admission of Liability**

5. Both parties understand and agree that each of them denies any and all liability as to all claims or accusations made as part of the Sewage Dispute, but each of them desires to end all controversy and settle all disputes arising out of the Sewage Dispute.

### **Use of Headings and Full Agreement**

6. The Parties understand and agree that the headings in this Agreement have been inserted for convenience of reference only and do not in any way restrict or modify any of its terms or provisions. The Parties further understand that this Agreement sets forth the entire terms of the agreement between Gardner and Edgerton as to the Sewage Dispute.

### **Modification**

7. The Parties understand and agree that no provision of this Agreement may be waived, modified, altered or amended except upon the express written consent of the Parties. In the event any whole or partial provision of this Agreement is deemed unenforceable, all remaining provisions of this Agreement shall remain in full force and effect.

### **Choice of Law**

8. The Parties understand and agree that this Agreement will be governed by the laws of the State of Kansas.

### **Binding on Successors**

9. The Parties agree that this Agreement shall be binding on, and inure to the benefit of, and be binding upon, the respective successors, representatives, and assigns of the Parties.

### **Cooperation**

10. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

**Joint Drafters**

11. Both Parties to this Agreement have been involved in the drafting and negotiation of this Agreement. Thus, no rule of law that ambiguity in an Agreement will be construed against the drafter shall be applied in interpreting this Agreement.

**Counterparts**

12. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF, the Parties to this Agreement, with the benefit of representation and advice of counsel, have read the foregoing Agreement and fully understand each and every provision contained herein and execute it as their free and voluntary acts. The Parties agree and acknowledge that all fully executed copies of this Agreement are to be considered duplicate originals, equally admissible in evidence.**

THERE ARE NO MORE PARAGRAPHS TO THIS AGREEMENT.

**THE CITY OF EDGERTON, KANSAS**

{ City Seal }

By: \_\_\_\_\_  
Donald Roberts, Mayor

ATTEST:

By: \_\_\_\_\_  
Janeice Rawles, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Patrick G. Reavey, City Attorney

**THE CITY OF GARDNER, KANSAS**

{ City Seal }

By: \_\_\_\_\_  
Chris Morrow, Mayor

ATTEST:

By: \_\_\_\_\_  
Kimberly Garrison, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ryan Denk, City Attorney

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Application FP2016-04, Final Plat, Midwest Gateway

**Department:** Community Development

**Background/Description of Item:** The City of Edgerton has received Application FP2016-04 for final plat of the Midwest Gateway and which is located on the North side of 191<sup>st</sup> Street and a quarter mile East of Homestead Lane. The final plat includes approximately 32 acres and is made up of a single lot. The Plat does not contain the dedication of additional public street ROW as 191<sup>st</sup> Street ROW was previously acquired. The Plat does include the dedication of certain easements required as part of the development of the property.

Staff, including City Engineer, has reviewed the Final Plat submittal for compliance with the Approved Preliminary Plat and requirements in Section 13.3 of Article 13 of the Edgerton UDC. Review comments are detailed in the attached staff report.

The Edgerton Planning Commission reviewed the application on January 10, 2017. The Planning Commission recommended approval of Application FP2016-04 for Final Plat of Midwest Gateway subject to compliance with the following stipulations as listed in the staff report dated January 6, 2017:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

**Updated Information:** The Final Plat for Midwest Gateway project previously came before the City Council at the January 26, 2017 meeting and was tabled at the request of the applicant as they considered possible changes to the documents that had been considered by the Planning Commission. The applicant has now expressed their interest in modifying the previously submitted plat to show two lots instead of the one that was previously shown. The applicant is requesting that the City Council Consider remanding the Final Plat back to the Planning Commission for consideration at the April 11, 2017 meeting. Staff is supportive of the request.

Enclosure: Staff Report from January 10, 2017 Planning Commission meeting  
Final Plat  
Final Plat Application FP2016-04 for Midwest Gateway

**Recommendation:** Remand Application FP2016-04, Final Plat, Midwest Gateway located on the North side of 191<sup>st</sup> Street and a quarter mile East of Homestead Lane back to Planning Commission for further consideration at the April 11, 2017 meeting based upon modifications to the request previously approved by the Planning Commission.

<b>Funding Source:</b> N/A
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Prepared by: Kenneth Cook, Community Development Director  
Date: March 17, 2017



NAME OF PROPOSED SUBDIVISION: Midwest GatewayLOCATION OR ADDRESS OF SUBJECT PROPERTY: 32180 W 191st StreetLEGAL DESCRIPTION: Lot 1 Midwest Gateway, Final PlatCURRENT ZONING ON SUBJECT PROPERTY: L-P Logistics Park CURRENT LAND USE: UndevelopedTOTAL AREA: 32.445 Acres NUMBER OF LOTS: 1 AVG. LOT SIZE: N/A Sq. Ft.DEVELOPER'S NAME(S): Aaron Schlager / Keith Copaken PHONE: 816-701-5000COMPANY: Midwest Gateway Venture, LLC FAX: 816-701-5099MAILING ADDRESS: 1100 Walnut, Suite 2000 Kansas City MO 64106  
Street City State ZipPROPERTY OWNER'S NAME(S): Keith Copaken PHONE: 816-701-5000COMPANY: Midwest Gateway Venture, LLC FAX: 816-701-5099MAILING ADDRESS: 1100 Walnut, Suite 2000 Kansas City MO 64106  
Street City State ZipENGINEER'S NAME(S): Matt Kist PHONE: 913-888-7800COMPANY: Shafer, Kline & Warren FAX: 913-888-7868MAILING ADDRESS: 1250 Corporate Ave Lenexa KS 66219  
Street City State ZipSIGNATURE OF OWNER OR AGENT: Midwest Gateway Venture, LLC, a Delaware limited liability company  
By: IRA Foxfield JV, LLC a Delaware limited liability company its: Manager  
By: CB MGW, LLC a Kansas limited liability company its Manager  
 1.

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

**FOR OFFICE USE ONLY**Case No. FP- 2016-04 Amount of Fee Paid: \$ 310.00 Date Fee Paid: 12/20/16Received By: Debra S Bragg Date of Hearing: —**FINAL PLAT INSTRUCTIONS****SUBMITTAL DEADLINE:** The applicant shall submit an application at least forty-five (45) days prior to a scheduled meeting. If the final plat complies with the preliminary plat, Planning Commission and Governing Body may consider approval without notice or public hearing.



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

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

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

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

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

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

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

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

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

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



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

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

## CHECKLIST

The following items shall be included on the final plat.

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

**STAFF REPORT SUMMARY**

January 6, 2017

To: Edgerton Planning Commission  
Fr: Kenneth Cook, AICP, CFM, Community Development Director  
Re: FP2016-04, Final Plat for Midwest Gateway, located on the North side of 191<sup>st</sup> Street and 1,500 feet West of Kill Creek Road.

**REQUEST**

The applicant is seeking approval of a Final Plat based on an approved preliminary site plan, preliminary plat and the L-P, Logistics Park District zoning requirements. This project is located to the West of the original LPKC development and directly South of the BNSF Intermodal facility. The proposal includes a 522,436 square foot speculative warehouse.

**DISCUSSION ITEMS**

Staff recommends the Planning Commission review the below summary of items to note areas that may need consideration by the Planning Commission. Other items noted in the Staff Report shall be addressed by applicant in revised submittal, but do not appear to be items in need of discussion by the Planning Commission.

1. Include table showing lot area, setbacks and building envelope. Need to update setbacks to show a 50 foot front setback and 25 foot side setbacks.
2. Show a drainage easement for the detention pond.
3. Update the wording of the instrument of dedication.
4. Include certificate for Zoning Administrator.

**RECOMMENDATION**

City staff recommends **approval** of FP2016-04 for the Final Plat, Midwest Gateway subject to the suggested stipulations, below.

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.
3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section

13.7 of the Edgerton Unified Development Code.

## STAFF REPORT

January 6, 2017

To: Edgerton Planning Commission  
Fr: Kenneth Cook, AICP, CFM, Community Development Director  
Re: Application FP2016-04 for Final Plat for Midwest Gateway, located north side of 191<sup>st</sup> Street and one-quarter mile east of Homestead Road.

### APPLICATION INFORMATION

**Applicant/Property Owner:** Aaron Schlagel, Midwest Gateway Venture, LLC  
Keith Copaken, Midwest Gateway Venture, LLC

**Requested Action:** Final Plat – Midwest Gateway

**Legal Description:** Part of the SW 1/4, Section 34, Township 14 South, Range 22 East. in the City of Edgerton, Johnson County, Kansas. See attached final plat for full legal description.

**Site Address/Location:** North side of 191<sup>st</sup> Street and 1,500 feet West of Kill Creek Road.

**Existing Zoning and Land Uses:** City of Edgerton L-P (Logistics Park) zoning on vacant land.

**Existing Improvements:** None.

**Site Size:** 32.445 Acres

### PROJECT DESCRIPTION

The applicant is seeking approval of a final plat based on an approved preliminary and the L-P, Logistics Park District zoning requirements. The initial, two lot, Preliminary Plat was approved November 12, 2013. The currently valid, one lot, Preliminary Plat was approved December 17, 2015. While this lot is located adjacent to the intermodal facility, it is not considered part of Logistics Park Kansas City. The subject property is located on the North side of 191st Street and approximately a quarter mile East of Homestead Lane and is zoned L-P, Logistics Park. The City's Unified Development Code (UDC) defines this district as a limited multimodal industrial zone created to support activities related to truck, rail and other transport services.

## INFRASTRUCTURE AND SERVICES

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

- a. 191st Street had been constructed as a heavy haul corridor. It is a 40 foot wide two lane road constructed with 14 inch thick concrete. 191st Street will still require upgrades in the future as development occurs in the area which could include the construction of additional travel lanes and sidewalks. The funding for these improvements will be made as part of a tri-party agreement regarding the development of Logistics Park Kansas City. The City has typically required adjacent property owners that are not part of LPKC to sign agreements not to protest the formation of a benefit district that would also be used to fund these improvements.
- b. The property is located within the Big Bull Creek watershed, which flows south from 167th Street to the southern edge of the county at Homestead Lane.
- c. The property is located within an area identified as Zone X and is defined as Areas determined to be outside the 500-year flood elevation. No base Flood Elevations have been determined.
- d. The property has access to sanitary sewer service. A gravity sewer line is located on the South side of 191<sup>st</sup> Street across from the Southwest corner of the site. This line flows into the pump station that is located at the Southeast corner of 191<sup>st</sup> and Homestead Lane. Another pump station is located at the Northeast corner of the site.
- e. The property is located within the service area of Rural Water District No. 7. The new water tower for Water 7 is located on Lot 3 of the first plat of the Logistics Park Kansas City Phase IV. A 12-inch water main is located along the 191<sup>st</sup> Street property frontage.
- f. Police protection is provided by the Johnson County Sheriff's Department under contract with the City of Edgerton. Fire protection is provided by Johnson County Fire District No. 1. A fire station is located in the City of Edgerton approximately 3.5 miles to the west, and one approximately 2.5 miles to the northeast in the City of Gardner.

## FINAL PLAT REVIEW

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

1. Scale, the same used for the preliminary plat; North point; vicinity map. *The same scale is being used for the Final Plat as the Preliminary Plat. **Final Plat Complies.***
2. The words "FINAL PLAT" followed by the name of the subdivision at the top of the sheet, and then followed by a metes and bounds description of the tract. **Final Plat Complies**
3. The instrument of survey which shows the point of beginning, corners, bearings, courses, distances, exterior boundaries, interior lot boundaries, abandoned lot lines, pins, and monuments found or set. All P.I.'s corners, boundaries must be monumented with a 2" x 24" metal bar. **Update Final Plat.**
  - a) *The plat currently shows all monuments being ½" x 24" Rebar while the regulations require 2" x 24" metal bar. Staff believes that the 2" measurement is a typographical error and that it should be ½".*
  - b) *Show the basis of bearing on the graphic part of the plat.*
  - c) *Show names or recording data for the adjacent unplatted parcels.*

4. A boundary survey of third order surveying accuracy (maximum closure error one in five thousand (1' in 5,000), with bearings and distances referenced to section or fractional section corners or other base line shown on the plat and readily reproducible on the ground. *Information depicted. Final Plat Complies.*
5. Individual notations and a TABLE showing: lot area, setbacks, and building envelopes. *Please add table. Setbacks currently shown do not comply with L-P District requirements. Front setback should be 50 feet and side setbacks should be 25 feet. Update Final Plat.*
6. A number for each lot, starting (if practical) in the northwest corner. *Final Plat Complies.*
7. All easements with widths, and roads with curve data. *A drainage easement should be provided for the detention pond. Update Final Plat.*
8. Ingress/egress limitations if required. Information is shown and declared. *Final Plat Complies.*
9. The location of existing utility easements. *Final Plat Complies.*
10. A written legal description from the survey. *Final Plat Complies.*
11. An instrument of dedication for all roads and easements. *The Final Plat includes language for the dedication of right-of-way (streets) and other types of similar rights-of-way including utility easements. The wording of these dedications needs to be modified to match the standard wording that the City of Edgerton uses. Update Final Plat.*
12. Special notations required as a condition of platting by the Planning Commission. *Final Plat Complies.*
13. Approved phases – clearly delineated. *Not applicable. Final Plat Complies.*
14. Private travel easements. *Existing driveway easement shown. Final Plat Complies.*
15. The Owner's Certificate with Notary Seal. *Final Plat Complies.*
16. Certificate of the Governing Body with City Clerk's attest and Seal. *Final Plat Complies.*
17. Edgerton City Planning Commission Chair and Secretary approval. *Final Plat Complies.*
18. Certificate of the Register of Deeds. *Register of Deeds utilizes their own stamp and requires space to be reserved in the top left corner to accommodate it. No additional certificate is required. Final Plat Complies.*
19. Surveyor's Certificate and Seal and certificate for survey review by the County Surveyor or designated Land Surveyor. *County Surveyor utilizes their own stamp, therefore no other certificate is required. Final Plat Complies.*
20. Certificate of the Zoning Administrator. *Language not present, please add. Update Final Plat.*

## **RECOMMENDATION**

City staff recommends **approval** of FP2016-04 for the Final Plat, Midwest Gateway, subject to compliance with the following stipulations:

1. All Final Plat requirements of the City listed above shall be met or addressed prior to recording of the Plat.
2. The commencement of any improvements shall not occur prior to the approval and endorsement of the final plat and the submittal to and approval of construction plans for all streets, sidewalks, storm water sewers, sanitary sewers, and water mains contained within the final plat by the Governing Body. Sanitary sewer drawings and specifications must be submitted to and approved by the City of Edgerton and Kansas Department of Health and Environment prior to the commencement of any improvements.



3. A Public Improvement Inspection Fee, established by the Fee Schedule for the Unified Development Code, shall be submitted with the document of financial assurance as defined in Section 13.7 prior to the commencement of any improvements.
4. The applicant shall meet all requirements of Recording a Final Plat as defined in Section 13.5 of the Edgerton Unified Development Code, including payment of excise tax.
5. The applicant shall meet all requirements of Financial Assurances as defined in Section 13.7 of the Edgerton Unified Development Code.

**ATTACHMENTS**

Application FP2016-04

Final Plat Midwest Gateway

FINAL PLAT OF  
MIDWEST GATEWAY  
PART OF THE SW 1/4, SECTION 34, TOWNSHIP 14, RANGE 22,  
CITY OF EDGERTON, JOHNSON COUNTY, KANSAS

LEGAL DESCRIPTION:

All that part of a tract of land described as the J.A. Pearce Tract in the Southwest Quarter of Section 34, Township 14 South, Range 22 East as said tract is shown and described in the 1892 Re-Survey of said Section Township and Range, Johnson County, Kansas, said tract of land being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 34; thence S 88° 10' 27" W, along the South line of said Southwest Quarter, a distance of 360.36 feet, to the true point of beginning of subject tract; thence continuing S 88° 10' 27" W, along said South line, a distance of 947.45 feet, thence N 02° 16' 29" W, parallel with the East line of said J.A. Pearce Tract, a distance of 1170.31 feet; thence N 53° 52' 24" E, a distance of 1140.81 feet, to a point on the East line of said J.A. Pearce Tract; thence S 02° 16' 29" E (S 02° 16' 32" E, Deed), along the East line of said J.A. Pearce Tract, a distance of 1813.21 feet, to the true point of beginning.

The above described tract contains 1,413,318 square feet or 32.445 acres more or less.

OWNERS CERTIFICATION AND DEDICATION:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "MIDWEST GATEWAY".

The proprietors, successors, and assigns, of property described on this plat hereby dedicate for public use all land described on this plat as streets or public ways not heretofore dedicated. Acceptance of the dedication of land for public right-of-way purposes described on this plat is for the sole purpose of maintaining right-of-way, and does not constitute acceptance of any terms or conditions set forth in any agreement not shown on this plat.

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

The undersigned proprietor of the above described land hereby consents and agrees that the governing body of any special assessment district shall have the power to release such land proposed to be dedicated for streets and roads, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of the unpaid special assessments on such land dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated road or street.

IN TESTIMONY WHEREOF, the undersigned proprietors have hereunto subscribed their hand.

OWNER:  
Midwest Gateway Venture, LLC

By \_\_\_\_\_  
Keith Copaken  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS.

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by  
Keith Copaken of Midwest Gateway Venture, LLC.

Notary Public \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

APPROVED by the Governing body of the City of Edgerton, this \_\_\_\_ day of \_\_\_\_\_, 2017.

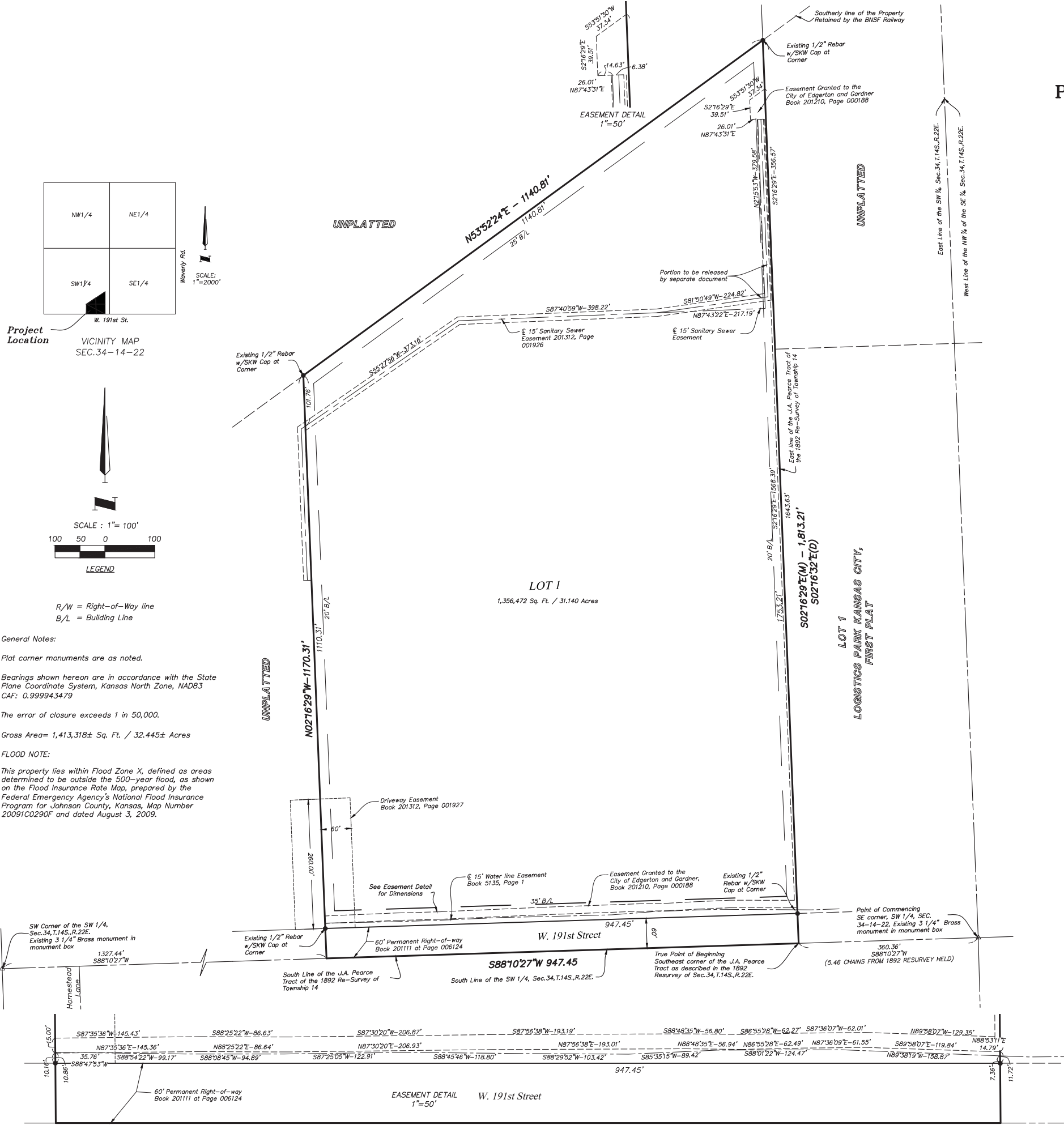
Donald Roberts, Mayor \_\_\_\_\_ Janeice Rawles, Clerk \_\_\_\_\_  
APPROVED by the City of Edgerton, Kansas Planning Commission, this \_\_\_\_ day of \_\_\_\_\_, 2017.

Chuck Davis, Chairman \_\_\_\_\_ Attest: \_\_\_\_\_  
Maria O'Neill, Secretary

I hereby certify that the information shown hereon is based on a field survey performed under my supervision  
on August 30, 2013.

Scott D. Confer, KS LS-1249

SHAFER, KLINE & WARREN, INC.  
ENGINEERS ~ SURVEYORS  
11250 CORPORATE AVENUE  
LENEXA, KANSAS 66219  
(913) 888-7800 www.skw-inc.com



## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider renewal of Corporate Insurance Policy for April 1, 2017 to March 31, 2018

**Department:** Administration

**Background/Description of Item:** Annually, the City of Edgerton considers the renewal of its corporate insurance policy. The corporate insurance policy includes several coverages such as Property, Crime (for employee theft and securities), Inland Marine (contractors' equipment), General Liability, Public Officials Errors and Omissions, Automobile, Employment Practices, Business Automobile and Pollution Liability (treatment plants coverage).

In 2014, the City of Edgerton together with the City's agent (The Reilly Company) solicited quotes from three insurance providers EMC, Midwest Public Risk and One Beacon. These quotes provided an extensive comparison of options available to the City. EMC, the city's previous carrier, has significant challenges. While EMC provided the broadest property coverage, it provided less liability coverage, excluded several coverages provided by the other companies as was the most expensive. Midwest Public Risk (MPR) provided the lowest premium but had high limits in liability but had gaps in coverage. The most significant concern for MPR is the limitation of it as an insurance pool. The maximum property payout across the pool in event of large scale storm is \$85 MM for any one event (across all pool participants). Additionally, MPR does not cover zoning claims. Therefore, in 2014, Edgerton chose to move forward with coverage from One Beacon. One Beacon has the broadest overall coverage. It includes coverage for data breach, failure to supply and dam coverage. It also included a 10-year retroactive date.

Based on the research from 2014, the stability of the municipal insurance market since then and One Beacon's place as a coverage leader in the industry, staff and the city's agent negotiated with One Beacon on a proposal for renewal for policy year April 1, 2017 to March 31, 2018. A summary of that proposal is included.

The total cost for the policy with One Beacon is \$68,687.68. Traditionally, the City has budgeted dollars from several sources for insurance to better allocate dollars over both the general fund and utility funds. The approved 2017 budget allocated \$68,418 for property insurance premiums. The proposal for 2017 is \$269.68 over the budget amount. Staff recommends covering the amount of premium that is more than the budgeted amount from other contractual service budgeted dollars.

Enclosures: Insurance Summary & Comparison provided by Kevin O'Brien of The Reilly Company  
Various City Property Lists

**Recommendation:** Purchase Corporate Insurance Policy from One Beacon from April 1, 2017 to March 31, 2018

**Funding Source:** General – General Government – Insurance; General – Parks – Insurance; Water – Administrative – Insurance; Sewer – Administrative – Insurance

Prepared by: Karen Kindle  
Date: March 16, 2017



## **INSURANCE SUMMARY & COMPARISON**

### **2017 Renewal Program**

TERM DATES: April 1, 2017 to April 1, 2018

**Presented: March 23, 2017**

**By: Kevin O'Brien, CPCU**

**The Reilly Company**  
**11225 College Boulevard, Suite 210**  
**Overland Park, KS 66210**

# **CITY OF EDGERTON, KANSAS**

## **INSURANCE PROGRAM SUMMARY**

### **Overview of the Public Entity Insurance Marketplace for 2017:**

The insurance marketplace in 2017 is as stable as it has been in the past several years. Insurance companies have benefited from the lack of any significant property catastrophe claims in the past few years and this has helped them generate some amount of underwriting profit.

This underwriting profit has taken the pressure off increasing property rates, but the concern is that the continued low interest rate environment could push insurance rates up again if claims experience rises. Insurance companies are highly regulated, and therefore unable for the most part, to invest in equities to help offset underwriting losses. As a result, public entities with poor loss experience are seeing rate increases and changing terms and conditions as their insurance program renews this year.

Two of the more common and widely used property insurance conditions we've seen emerge in the past two years are:

- 1) Significantly higher wind and hail deductibles, some mandated as percentage deductibles of 1% to 5% of total property values, and
- 2) Cosmetic Damage Endorsements that restrict the payment of hail losses to claims for hail damage only where the functionality of the roof or siding is compromised. Otherwise, no payment is made, regardless of the cosmetic damage/poor appearance of the structure.

Fortunately, and due to continued excellent claims history, neither of these two conditions will impact the City's insurance program proposed for 2017, though the deductible for wind and hail losses remains like last year at \$10,000.

The pages that follow summarize the differences in coverage, limits, and premiums from 2016 to 2017 with One Beacon Government Risk Insurance Program

### **Summary of Changes in Coverage from 2016 to 2017:**

- (1) Property values increased only \$27,000 over last year's values due to a new siren at IMF Lift Station. Each property also is insured with a 120% margin clause to allow for upward swings in costs if needed. Property rates decreased slightly.
- (2) Inland Marine - Scheduled Equipment values increased \$34,000 (6%) from last year. Rates remained the same as last year.
- (3) General Liability premium increased 2%, but less than the increase in expenditures of 8%. Rates decreased slightly.
- (4) Public Official Liability premiums increased 21% due to an increase in the number of employees from last year of 15 to 22 this year. Rates remained the same as last year.
- (5) Auto premiums increased due to the addition of the new street sweeper added and 2 trailers added. Rates remained the same as last year.
- (6) Excess Liability premium reflects the increased exposures of General Liability, Auto Liability, and Public Official Liability coverages described above. Rates remained the same as last year.

**PRESENTED BY:** Kevin O'Brien, CPCU  
The Reilly Company  
11225 College Boulevard  
Overland Park, KS 66213

**CITY OF EDGERTON, KANSAS  
INSURANCE PROGRAM SUMMARY - 2017**

<u>Item of Coverage</u>		<u>2016</u>	<u>2017</u>
		One Beacon	One Beacon
<b>Property</b>	Blanket Building & Personal Property Values - RC	\$ 13,537,500	\$ 13,563,500
	Specific Building Values - ACV	\$ 843,000	\$ 844,000
	Flood & Earthquake	None	None
	Total Property Values Insured	\$ 14,380,500	\$ 14,407,500
	Business Interruption & Extra Expense	\$ 100,000	\$ 100,000
	Computer Equipment Coverage (City Hall)	\$ 72,476	\$ 72,476
	Property Deductible	\$ 1,000	\$ 1,000
	Wind-Hail Deductible	\$ 10,000	\$ 10,000
	<i>RC=Replacement Cost / ACV=Depreciated Value</i>		
	<b>Property Premium</b>	<b>\$ 29,368.00</b>	<b>\$ 29,041.00</b>
		One Beacon	One Beacon
<b>Crime</b>	Employee Dishonesty (Excluding Treasurer)	\$ 200,000	\$ 200,000
	Forgery & Alteration	\$ 25,000	\$ 25,000
	Money & Securities (Inside)	\$ 25,000	\$ 25,000
	Money & Securities (Outside)	\$ 25,000	\$ 25,000
	Money Orders and Counterfeit Paper Currency	\$ 25,000	\$ 25,000
	Computer Fraud	\$ 100,000	\$ 100,000
	Deductible	\$ 1,000	\$ 1,000
	<b>Crime Premium</b>	<b>Incl In Property</b>	<b>Incl In Property</b>
		One Beacon	One Beacon
<b>Inland Marine</b>	Contractor's Equipment - Unscheduled (ACV) -	\$ 20,000	\$ 20,000
	Contractor's Equipment - Scheduled (ACV)	\$ 573,674	\$ 607,674
	Leased/Rented Equipment (ACV)	\$ 25,000	\$ 25,000
	Playground Equipment (ACV)	Incl In Property	Incl In Property
	Data Breach Coverage	\$25,000/\$100,000	\$25,000/\$100,000
	Total Equipment Values	\$ 618,674	\$ 652,674
	Inland Marine Deductible	\$ 1,000	\$ 1,000
	<i>ACV = Actual Cash Value = Market Value</i>		
	<b>Inland Marine Premium</b>	<b>\$ 2,818.00</b>	<b>\$ 2,988.00</b>
		One Beacon	One Beacon
<b>General Liability (Occurrence Form)</b>	Limit of General Liability - Each Occurrence	\$ 1,000,000	\$ 1,000,000
	KS Tort Cap - where applicable	\$ 500,000	\$ 500,000
	Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000
	Employee Benefits Legal Liability *	\$ 1,000,000	\$ 1,000,000
	Sexual Abuse & Molestation	\$ 1,000,000	\$ 1,000,000
	Pesticide & Herbicide Coverage	\$ 1,000,000	\$ 1,000,000
	Failure to Supply	\$ 1,000,000	\$ 1,000,000
	Dam / Lake / Pond Coverage	Included	Included
	General Liability Deductible per claim	*None	*None
	Sewer Backup (resulting from negligence) *	\$ 1,000,000	\$ 1,000,000
	* Except \$1,000 ded for Sewer Backup and Employee Benefits Liability		
	<b>General Liability Premium</b>	<b>\$ 8,835.00</b>	<b>\$ 9,029.00</b>

**CITY OF EDGERTON, KANSAS  
INSURANCE PROGRAM SUMMARY - 2017**

<u>Item of Coverage</u>	<u>2016</u>	<u>2017</u>
<b>Public Official Errors &amp; Omissions Liability</b>	<b>One Beacon</b>	<b>One Beacon</b>
Limit of Liability - Each Claim	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000
Public Official Liability Deductible	\$ 2,500	\$ 2,500
Network Security Coverage	\$ 1,000,000	\$ 1,000,000
Zoning Claims	Included	Included
Defense in Addition or Reduces Coverage Limit	In Addition	In Addition
Retroactive Date	4/1/2004	4/1/2004
Number of Employees - Full time / Part time	10 / 5	16 / 6
<b>Public Official Liability Premium</b>	<b>\$ 3,497.00</b>	<b>\$ 4,216.00</b>
<b>Employment Practices Liability</b>	<b>One Beacon</b>	<b>One Beacon</b>
Limit of Liability - Each Claim	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 2,000,000	\$ 2,000,000
Employment Practices Liability Deductible	\$ 2,500	\$ 2,500
Defense in Addition or Reduces Coverage Limit	In Addition	In Addition
Third Party Coverage - Defense Only or Full Cover	Full Coverage	Full Coverage
Retroactive Date (None or an older date is better)	4/1/2004	4/1/2004
<b>Employment Practices Premium</b>	<b>Incl in POL</b>	<b>Incl in POL</b>
<b>Business Automobile</b>	<b>One Beacon</b>	<b>One Beacon</b>
Limit of Liability - Each Occurrence	\$1,000,000	\$1,000,000
Uninsured/Underinsured Motorist	\$1,000,000	\$1,000,000
Comprehensive Deductible	\$500	\$500
Collision Deductible	\$500	\$500
Valuation of Claim	ACV	ACV
Number of Vehicles Insured/Trailers	14 / 4	14 / 6
<b>Auto Premium</b>	<b>\$ 8,612.00</b>	<b>\$ 9,397.00</b>
<b>Excess Liability</b>	<b>One Beacon</b>	<b>One Beacon</b>
Limit of General Liability - Each Occurrence	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 1,000,000	\$ 1,000,000
<b>Excess Over:</b> General Liability & Auto Liability	<b>YES</b>	<b>YES</b>
Employment Practices Liability	<b>YES</b>	<b>YES</b>
Public Official Liability	<b>YES</b>	<b>YES</b>
<b>Excess Liability Premium</b>	<b>\$ 3,061.00</b>	<b>\$ 3,357.00</b>
<b>Pollution Premium (see attached page)</b>	<b>\$ 9,538.68</b>	<b>\$ 9,538.68</b>
<b>Terrorism Coverage Premium</b>	<b>\$ 1,069.00</b>	<b>\$ 1,121.00</b>
<b>Total Premium</b>	<b>\$ 66,798.68</b>	<b>\$ 68,687.68</b>

- Notes:**
- (1) Property values increased only \$27,000 (new siren at IMF) over 2016 values and rates were reduced slightly
  - (2) Equipment values increased \$34,000 (6%) by adding some equipment in 2016 and removing one item of equipment and the premium increased by this same 6% amount with no increase in rates
  - (3) General Liability premium increased 2%, but was less than the 8% increase in 2017 budgeted expenditures, and rates were reduced slightly
  - (4) Vehicle changes (adding the new street sweeper and two trailers) caused the premium increase in Auto policy
  - (5) Public Official Liability premium increased 21%, but was less than the 47% increase in the number of employees over the past year, and rates were reduced slightly
  - (6) Excess Liability Policy reflects similar increases as General Liability, Auto Liability, and Public Official Liability Coverages. Also, it does not extend above sexual abuse & molestation coverage, failure to supply coverage, and pollution coverage as provided in the General Liability, or uninsured and underinsured motorist coverage in the auto liability policy



# City of Edgerton, KS Property Values 2017

Loc	Item	Address	Building Value	Contents Value	
1	Community Center/City Hall	404 E. Nelson St, Edgerton, KS 66021	\$1,325,000	\$30,000	
2	Water Tanks & Telemetry Equipment	818 W 8th St, Edgerton, KS 66021	\$500,000	\$0	
3a	Water Tanks & Telemetry Equipment & Manor Pk Siren	1st St at E. Martin St., Edgerton, KS 66021	\$425,000	\$0	
3b	Rubber Mulch at this location	1st St at E. Martin St., Edgerton, KS 66021	\$7,500	\$0	
4a	Old Sewer Treatment Plant,Fence, Barn	710 E. Nelson St, Edgerton, KS 66021	\$450,000	\$0	
4b	Sludge Belt Press / Storage Facility	710 E. Nelson St, Edgerton, KS 66021	\$100,000	\$215,000	
5	Old Police Station Storage Bldg	309 E. Nelson St, Edgerton, KS 66021	\$70,000	\$0	
6	Edgerton Lake Park Shelter Houses	600 E. 6th St, Edgerton, KS 66021	\$15,000	\$0	
7	Sherrif's Dept Maintenance Building	307 E. Nelson St, Edgerton, KS 66021	\$35,000	\$20,000	
8a	Concessions/Playground Equipment	Martin Creek Park, Edgerton, KS 66021	\$70,000	\$5,000	
8b	Poles/Lights/Fence/Siren	Martin Creek Park, Edgerton, KS 66021	\$150,000	\$0	
9	Sewer Lift Station	W. 7th & W. 8th St, Edgerton, KS 66021	\$50,000	\$0	
10	Library	319 E. Nelson St, Edgerton, KS 66021	\$500,000	\$0	
11	Water Tower	20325 County Line Rd, Edgerton, KS 66021	\$600,000	\$0	
12	Booster Pump Station	200 Road, Baldwin, KS 66006	\$135,000	\$0	
13	Historical Museum	406 E. Nelson St, Edgerton, KS 66021	\$100,000	\$0	
14	Skate Park / Mulch / Playground Equip	Glendell Acres Park, 310 W. Edgewood Dr, Edgerton, KS	\$40,000	\$0	
15	Homestead Lift Station	32377 W. 191st St, Edgerton, KS 66021	\$265,000	\$0	
16	IMF Lift Station & Siren	32882 W. 191st St, Edgerton, KS 66021	\$396,000	\$0	**
17a	Big Bull Creek-new WWTP	20600 Homestead Ln, Edgerton, KS 66021	\$7,030,000	\$0	
17b	Big Bull Creek-new WWTP-Solids Bldg	20600 Homestead Ln, Edgerton, KS 66021	\$370,000	\$5,000	
17c	Big Bull Creek-new WWTP-Admin Bldg	20600 Homestead Ln, Edgerton, KS 66021	\$750,000	\$10,000	
17d	Big Bull Creek-new WWTP-Headworks Bldg	20600 Homestead Ln, Edgerton, KS 66021	\$50,000	\$5,000	
18	Single Family Dwelling (Overflow City Offices)	305 E Nelson St, Edgerton, KS 66021	\$100,000	\$0	
19	Pole/Siren	1100 W. Braun, Edgerton, KS 66021	\$26,000	\$0	**
20	Water Control Vault w/Telemetry Equipment	100 W. 8th Street, Edgerton, KS 66021	\$4,500	\$0	
21	Water Control Vault w/Telemetry Equipment	900 W. Braun, Edgerton, KS 66021	\$3,000	\$0	
22	Traffic Signals	20365 Homestead Ln, Edgerton, KS - Northside of Intersection	\$145,500	\$0	
23	Traffic Signals	20336 Homestead Ln, Edgerton, KS - Southside of Intersection	\$145,000	\$0	
24	Traffic Signals	19108 Homestead Ln, Edgerton, KS 66021	\$130,000	\$0	
25	Traffic Signals	32708 W. 199th St, Edgerton, KS 66021	\$130,000	\$0	
<b>Total Values Insured</b>			<b>\$14,117,500</b>	<b>\$290,000</b>	

Added Siren at IMF Lift Station

Note: WWTP value includes all control panels, generators, communications, lights, fencing, etc.

Coverage is Blanket & Valuation is Replacement Cost with 120% Margin - Values of \$13,563,500 \$13,273,500 \$290,000

Coverage is Specific & Valuation is Actual Cash Value = Depreciated Value - Values of \$844,000 \$844,000

Property in the open can only be insured at ACV, not RC.

<b>Total Building</b>	<b>\$14,117,500</b>	
<b>Total Contents</b>	<b>\$290,000</b>	<b>\$290,000</b>
<b>Grand Total Property Values</b>	<b>\$14,407,500</b>	



## Edgerton Vehicle List 2017

Year	Make	Model	Body Type	VIN	Coverage
1990	Ford	L8000 Dump	Truck	1FDPR82A8LVA12201	Full
2000	Ford	F250	Pickup truck	1FTNF21L7YEC85335	Full
1991	Ford	F450 Bucket Truck	Truck	2FDLF47M1MCA42215	Full
2001	Ford	F250	Pickup truck	3FTNF21L71MA02545	Full
2001	Ford	F250	Pickup truck	1FTNF21L41EB39836	Full
2011	Ford	F750 Dump Truck	Truck	3FRXF7FJ7BV545633	Full
2003	Chev	Silverado	Pickup truck	1GCEC19Z43Z304694	Full
1987	Starlight	Utility Trailer	Trailer	TBD	Full
2005	Parker	Utility Trailer	Trailer	13ZSA121851005654	Full
1991	Elgin	Pelican Sweeper	Sweeper	9135	Full
2013	PJ	Utility Trailer CC222	Trailer	4P5CC2227D1190772	Full
2013	Crafco	Super Shot 125D w/Compressor	Tank Trailer	1C9SV1220D1418034	Full
2015	Ford	F250	Pickup truck	1FT7W2B68FEA88530	Full
2015	Ford	F350	Pickup truck	1FTRF3B61FEA88528	Full
2014	Sure-Trac	Utility Trailer	Trailer	5JW1U1624E1097528	Full
2015	Internat'l	Dump Truck	Dump	1HTWHSPT8FH719577	Full
2015	Ford	F150 Supercab 4X4	Pickup truck	1FTEX1EPXFKD30819	Full
2015	Ford	F150 Supercab 4X4	Pickup truck	1FTEX1EP9FKE51454	Full
2016	Isuzu	Elgin Badger on NRR Chassis	Sweeper	JALE5W160G7303812	Full
2009	Sewer Equip	Sewer Jetter on Trailer	Trailer	139KU21278C381582	Full

Note: Coverage Column - Full Coverage means Liability & Physical Damage

Items added in 2017

**Cyber or Network Security Liability** is an emerging risk and concern among public entities. One Beacon provides some protection in their standard policy language.

- 1) The Public Official Liability policy includes **Network Security** and **Privacy Regulations** liability within the definition of a “**Wrongful Act**”.

“**Wrongful act(s)**” means any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured. “Wrongful act” includes violations of “**privacy regulations**” and your liability for “damages” to others due to any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach relating to “**network security**”.

“**Privacy regulations**” means the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:

- a. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
- b. Gramm-Leach-Bliley Act of 1999;
- c. California Security Breach Notification Act (CA SB 1386),
- d. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce; or
- e. other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect “personal information” to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that “personal information” has potentially been compromised.

In the case of non-electronic data, the Privacy Regulations is quite broad and is not limited to electronic data, which is addressed in the Network Security definition.

“**Network security**” means your activities to protect your “**computer system**” from malicious code or unauthorized use or unauthorized access.

“**Computer system**” means all associated hardware, software, and electronic data.

- 2) The Inland Marine Coverage provided by One Beacon also includes **Data Breach** coverage which provides for coverage of data breach expenses up to \$25,000 per incident/\$100,000 max for the policy term and addresses:

- Data Breach Services: consulting services, a help line, fraud alert, identity restoration case management
- Data Breach Expense Coverage: expenses involved in notification to potentially-identified persons, forensic analysis, proactive monitoring services expense coverage
- Additional Expense Coverage: expenses for legal services; public relations; data breach ransom coverage, data breach reward coverage

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Ordinance No. 1051 Annexing Land [Request by Edgerton Land Holding Company as Authorized and Consented by the Owner Michael J DeGrande Rev Trust, ETAL] Into The City Of Edgerton, Kansas

**Department:** Community Development

**Background/Description of Item:** Edgerton Land Holding Company has submitted a Consent for Annexation on property of which they are considered the authorized representative and is owned by the Michael J DeGrand Rev Trust, ETAL. Said property is commonly known as of Parcel #2F221435-1002 and is generally located East of Montrose Street and South of 183<sup>rd</sup> Street (30425 W 183<sup>rd</sup> Street, Gardner, Kansas), has submitted Consent for Annexation Form to request annexation into the City of Edgerton. The Consent for Annexation Form is attached with a map of the property location.

Kansas Statute 12-520 states that the governing body of any city, by ordinance, may annex land to such city if that land adjoins the city and a written petition for consent to annexation is filed with the city by the owner. In this case the owner of the property has signed an Authorization and Consent form allowing for Edgerton Land Holding Company, LLC to file the petition on their behalf and is located contiguous to property already within the City of Edgerton corporate city limits.

Enclosure:     Draft Ordinance No. 1051  
                     Consent for Annexation  
                     Property Map  
                     Authorization and Consent

**Related Ordinance(s) or Statute(s):** K.S.A. 12-520

**Recommendation:** Approve Ordinance No. 1051 Annexing Land [Request by Edgerton Land Holding Company as Authorized and Consented by the Owner Michael J DeGrande Rev Trust, ETAL] Into The City Of Edgerton, Kansas

**Funding Source:** N/A

Prepared by: Kenneth Cook, Community Development Director  
Date: March 17, 2017

**ORDINANCE NO. 1051**

**AN ORDINANCE ANNEXING LAND [REQUEST BY EDGERTON LAND HOLDING COMPANY AS AUTHORIZED AND CONSENTED BY THE OWNER MICHAEL J DEGRANDE REV TRUST, ETAL] INTO THE CITY OF EDGERTON, KANSAS**

**WHEREAS**, the land legally described in the attached **Exhibit A**, located on the east side of Montrose Road South of 183<sup>rd</sup> Street and consisting of approximately 80 acres, adjoins the City of Edgerton, Kansas; and

**WHEREAS**, the authorized representative of the land described in **Exhibit A** attached hereto has signed a written consent authorizing the City to annex such land pursuant to K.S.A. 12-520, as amended; and

**WHEREAS**, the governing body of the City of Edgerton, Kansas finds it advisable to annex such land.

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

**SECTION ONE:** Annexed Property. That the land described in **Exhibit A** attached hereto is hereby annexed and made a part of the City of Edgerton, Kansas.

**SECTION TWO:** Filing of Ordinance. The Clerk of the City of Edgerton, Kansas shall cause a certified copy of this ordinance to be filed with the County Clerk, Register of Deeds, and County Election Commissioner of Johnson County, Kansas.

**SECTION THREE:** Effective Date. This ordinance shall take effect and be in force from and after its adoption and publication in the official newspaper of the City of Edgerton, as provided by law.

**ADOPTED AND APPROVED** this 23rd day of March, 2017, by the Governing Body of the City of Edgerton, Kansas.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR OF EDGERTON, KANSAS ON THE 23<sup>rd</sup> DAY OF MARCH, 2017.

---

Donald Roberts, Mayor

Attest:

---

Janeice Rawles, City Clerk

Approved as to form and legality:

---

Patrick G. Reavey, City Attorney

**CONSENT FOR ANNEXATION**  
(Adjoining Property By Request)

TO: The Governing Body of the City of Edgerton, Kansas.


The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Edgerton, Kansas to annex such land to the City. The land to be annexed is described as follows:

**All that part of the East One-Half of the northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas being more particularly described as follows:**

**Beginning at the Northeast corner of Northwest Quarter of said Section 35; thence South 02°24'35" East, along the East line of said Northwest Quarter, a distance of 2648.52 feet to the Southeast corner of said Northwest Quarter; thence South 88°24'58" West, along the South line of said Northwest Quarter, a distance of 2651.06 feet to the North line of said Northwest Quarter; thence North 88°32'07" East, along the north line of said Northwest Quarter, a distance of 1298.26 feet to the Point of Beginning. Containing 3,456,878 square feet or 79.359 acres, more or less**

The undersigned further warrant and guarantee that they are the only owners of record of the land.

**OWNER OF LAND TO BE ANNEXED:**

<u>Nathaniel Hayden</u>	
Printed Name	Signature

_____	_____
Printed Name	Signature

## IP VI Boundary

## Exhibit A

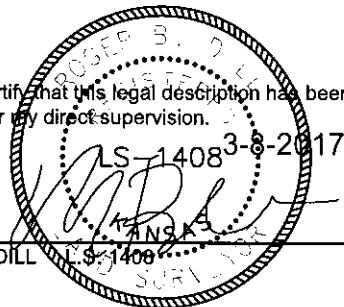
### Description

All that part of the East One-Half of the Northwest Quarter of Section 35, Township 14 South, Range 22 East, Johnson County, Kansas being more particularly described as follows:

Beginning at the Northeast corner of Northwest Quarter of said Section 35; thence South 02°24'35" East, along the East line of said Northwest Quarter, a distance of 2648.52 feet to the Southeast corner of said Northwest Quarter; thence South 88°24'58" West, along the South line of said Northwest Quarter, a distance of 1311.14 feet to the West line of the East One-Half of said Northwest Quarter; thence North 02°07'50" West, along the West line of said East One-Half, a distance of 2651.06 feet to the North line of said Northwest Quarter; thence North 88°32'07" East, along the North line of said Northwest Quarter, a distance of 1298.26 feet to the Point of Beginning. Containing 3,456,878 square feet or 79.359 acres, more or less.

I hereby certify that this legal description has been prepared by me or under my direct supervision.

ROGER B. DILL



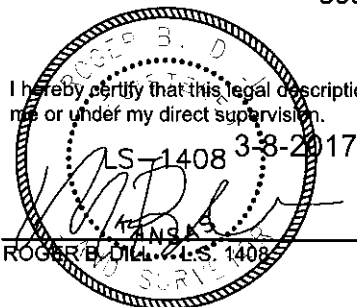
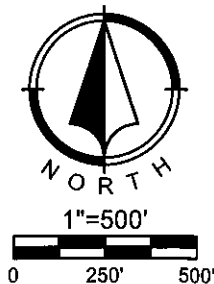
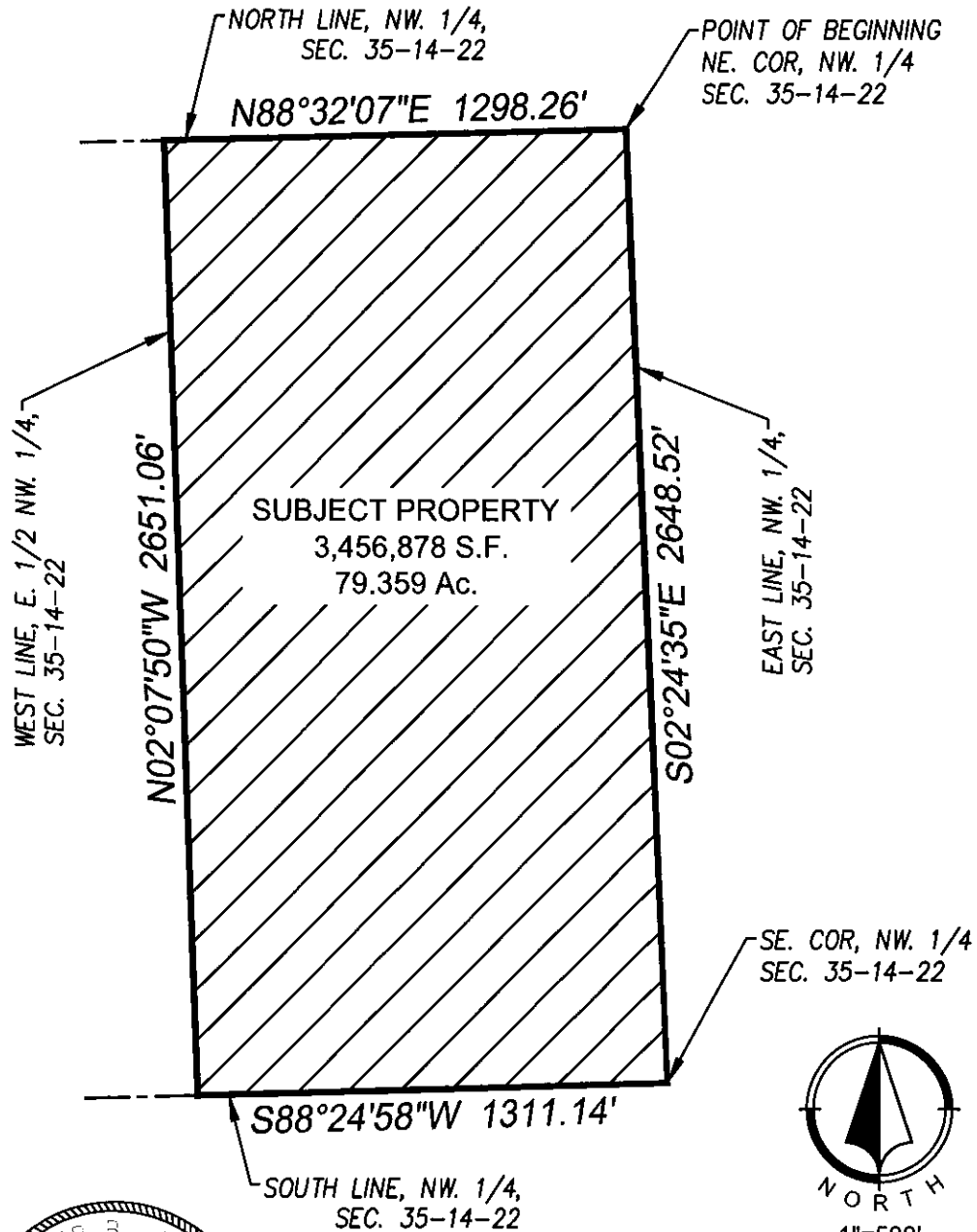
Sheet 1 of 2  
16-0138

Prepared: 3-08-17  
Prepared By: SPW



# IP VI Boundary

## Exhibit A



Sheet 2 of 2  
16-0138  
Prepared: 3-08-17  
Prepared By: SPW

**Renaissance  
Infrastructure  
Consulting**


207 S. 5th Street  
Leavenworth, Kansas 66048

913.317.9500  
www.rio-consult.com



AUTHORIZATION AND CONSENT

The undersigned is the owner or representative of the owner of the land which is the subject of certain re-zoning, annexation, preliminary development plan, preliminary site plan application(s), and/or similar applications (the "Applications") to the City of Edgerton, Kansas (the "City"), and hereby authorizes and consents to NorthPoint Development, LLC, as manager of Edgerton Land Holding Company, LLC (or its affiliates) submitting the Applications to the City for purposes of ELHC's proposed development of the Property.

  
Signature of Property Owner (or  
Representative)

JOHN J. DEGRANDE  
Typed or Printed Name

Subscribed and sworn to before me a notary public on this 10<sup>th</sup> day of March,  
2017.

  
Notary Public



My Commission expires: 6-13-17

## AGENDA ITEM INFORMATION FORM

**Agenda Item:** Consider Approval of Ordinance 1052 Amending the Edgerton Unified Development Code (UDC) Article 3, Section 4 pertaining to R-2, Two Family Residence District and Article 15, Definitions.

**Department:** Community Development

**Background/Description of Item:** At the February 9, 2017 City Council meeting a letter was submitted by a property owner requesting that the City Council reconsider policy and/or codes that do not allow for the splitting of the ownership of a duplex. Following discussion of the request, the City Council directed staff to draft proposed changes to the regulations and hold the necessary Public Hearing at the Planning Commission to consider such changes.

The Planning Commission held a Public Hearing on the changes that were prepared by staff at their March 14, 2017 meeting and recommended approval of the proposed changes. The proposed changes as approved by the Planning Commission are attached. The City Attorney is reviewing the proposed regulations and draft Ordinance No. 1052 and any changes recommended will be handed out at the City Council meeting.

Enclosure: Planning Commission Approved R-2, District Regulations & addition to Definitions  
Ordinance No. 1052

**Related Ordinance(s) or Statute(s):** K.S.A. 12-520

**Recommendation:** APPROVE THE ORDINANCE ADOPTING A RECOMMENDATION BY THE PLANNING COMMISSION TO AMEND ARTICLE 3 AND ARTICLE 15 OF THE UNIFIED DEVELOPMENT CODE TO INCLUDE UPDATED REGULATIONS APPLICABLE TO SINGLE-FAMILY ATTACHED DWELLINGS IN THE R-2 ZONING DISTRICT

**Funding Source:** N/A

Prepared by: Kenneth Cook, Community Development Director  
Date: March 17, 2017

## STAFF MEMO

March 10, 2017

To: Edgerton Planning Commission  
Fr: Kenneth Cook, AICP, CFM, Community Development Director  
Re: R-2 District Regulation Update – Single Family Attached Dwellings

### Regulation Update

A property owner recently came into the office to verify the process to divide an existing duplex (two-family dwelling) into separate ownerships for each dwelling unit. Upon review of the Unified Development Code, staff determined that the existing regulations would not allow for this to occur as the proposed change would create a new lot line that would go through the middle of the existing building. Following this request, it was determined that a number of other two-family dwellings located in the same subdivision had previously been divided in violation of the Unified Development Code.

The property owner submitted a letter to the City Council in which the requested consideration for changes to the code that would allow for their request to be considered. The City Council discussed the request, directed staff to draft proposed changes to the regulations, and publish for a public hearing for the Planning Commission to consider possible changes. Attached to this memo are draft changes that would allow for the proposed request to occur and that would also allow for the other properties that were previously divided to submit similar requests in order to be brought back into compliance with the UDC. The proposed changes include the following:

1. Addition of Single-Family Attached Dwellings to the list of Permitted uses in the R-2 District.
2. Addition of a definition for Single-Family Attached Dwellings.
3. Modification of the Table of Setback, Yards and Area for R-2 Zoning District.
4. Deletion of "of a duplex" from Section 3.1F.3

A copy of the existing and proposed regulations are attached.

# Existing Regulations

## 3.1 R-2, Two Family Residence District

- A. Purpose. The purpose of the R-2 district is to provide two family residential structures in neighborhood locations close to the community facilities and services.
- B. Use Restrictions. In District R-2, no building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed, reconstructed, moved, or altered, except for those listed as permitted, conditional use and contained below.
- C. Permitted Uses.
1. Any use permitted in the R-1 district.
  2. Two-family dwelling units.
- D. Uses Permitted by Condition (Conditional Uses). The following uses may be permitted with a conditional use permit obtained pursuant to the provisions of Article 7.
1. Any use permitted by condition in the R-1 district.
- E. Setback, Yards and Area Regulations.

Table of Setbacks, Yards, and Area for R-2 Zoning District								
Use	Minimum Lot Area (square feet)		Minimum Lot Width	Minimum Lot Depth	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Maximum Building Height
	Per Lot	Per Dwelling Unit						
Principal Buildings	9,200	4,600	80'	115'	35'	9'	20% of lot depth up to 40'	35'
Corner Lots	10,350	4,600	90'	115'	35'	9' and 20'	20% of lot depth up to 40'	35'
Accessory Buildings					35'	9'	6'	35'
Detached accessory buildings in District R-2 shall not exceed one hundred twenty (120) square feet per dwelling unit. Regardless of side or rear yard restrictions, no structure may be placed closer than two (2) feet to a dedicated easement.								

- F. District Regulations.
1. No equipment other than non-commercial passenger motor vehicles shall be stored in the R-2 district.
  2. Three off-street parking places shall be provided for each dwelling unit, one of which may be in the garage. Such parking space shall be at least nine (9) feet by twenty (20) feet.
  3. Each new dwelling unit of a duplex constructed after the adoption of this ordinance shall construct one attached garage.

# Proposed Changes

## 3.4 R-2, Two Family Residence District

- A. Purpose. The purpose of the R-2 district is to provide two family residential structures in neighborhood locations close to the community facilities and services.
- B. Use Restrictions. In District R-2, no building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed, reconstructed, moved, or altered, except for those listed as permitted, conditional use and contained below.
- C. Permitted Uses.
- Any use permitted in the R-1 district.
  - Two-family dwelling units.
  - Single-Family Attached Dwelling, no more than two dwelling units may be attached in this district.
- D. Uses Permitted by Condition (Conditional Uses). The following uses may be permitted with a conditional use permit obtained pursuant to the provisions of Article 7.
- Any use permitted by condition in the R-1 district.
- E. Setback, Yards and Area Regulations.

Table of Setbacks, Yards, and Area for R-2 Zoning District										
Use	Minimum Lot Area (square feet)		Minimum Lot Width		Minimum Lot Depth	Front Yard Setback	Side Yard Setback (2)	Side Yard (Street) Setback (2)	Rear Yard Setback (2)	Maximum Building Height
	Interior Lot	Corner Lot	Interior Lot	Corner Lot						
Single-Family Detached Dwelling	7,700	8,800	80'	90'	115'	35'	9'	20'	20% of lot depth up to 40'	35'
Two-Family Dwelling	9,200	10,350	80'	90'	115'	35'	9'	20'	20% of lot depth up to 40'	35'
Single-Family Attached Dwelling	4,600	5,750	35'	40'	115'	35'	9' (3)	20'	20% of lot depth up to 40'	35'
Accessory Buildings (1)						35'	9'	20'	6'	35'
(1) Detached accessory buildings in District R-2 shall not exceed one hundred twenty (120) square feet per dwelling unit. (2) Regardless of side or rear yard restrictions, no structure may be placed closer than two (2) feet to a dedicated easement. (3) No side yard setback shall be required along the common party wall										

## F. District Regulations.

- No equipment other than non-commercial passenger motor vehicles shall be stored in the R-2 district.

## *Proposed Changes*

2. Three off-street parking places shall be provided for each dwelling unit, one of which may be in the garage. Such parking space shall be at least nine (9) feet by twenty (20) feet.
3. Each new dwelling unit constructed after the adoption of this ordinance shall construct one attached garage.

### **Insert into Article 15, Definitions**

**Dwelling, Single Family Attached:** A portion of a residential building having accommodations for and occupied exclusively by one family, and which is located on a separate lot of record apart from the remaining portions of the building. Each such dwelling may be sold independently of other portions and must comply with the following requirements:

- a. The Common wall between attached units shall be on the side lot line separating the two lots and shall not be subject to side yard requirements providing there are not doors, windows, vents or other openings in the common wall.
- b. Any exterior wall which is not a common wall must meet all yard requirements.
- c. Each lot must have direct access to a public street
- d. The deed to each lot must include covenants requiring the proper and timely reconstruction of any damaged or destroyed dwellings.

## ORDINANCE NO. 1052

### AN ORDINANCE ADOPTING A RECOMMENDATION BY THE PLANNING COMMISSION TO AMEND ARTICLE 3 AND ARTICLE 15 OF THE UNIFIED DEVELOPMENT CODE TO INCLUDE UPDATED REGULATIONS APPLICABLE TO SINGLE-FAMILY ATTACHED DWELLINGS IN THE R-2 ZONING DISTRICT

WHEREAS, the Planning Commission has recommended that Article 3 and Article 15 of the Unified Development Code be amended to include updated regulations applicable to single-family attached dwellings in the R-2 Zoning District; and

WHEREAS, all newspaper and mailed notifications were performed and a public hearing was properly held before the City Planning Commission.

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

**Section 1.** The portion of Section 3.4 of Article 3 of the Unified Development Code (which is incorporated as part of the Edgerton Municipal Code via Article 1 of Chapter XVI) is hereby amended to read as follows:

#### 3.4 R-2, Two Family Residence District

- A. Purpose. The purpose of the R-2 district is to provide two family residential structures in neighborhood locations close to the community facilities and services.
- B. Use Restrictions. In District R-2, no building, structure, land or premises shall be used, and no building or structure shall be hereafter erected, constructed, reconstructed, moved, or altered, except for those listed as permitted, conditional use and contained below.
- C. Permitted Uses.
  - 1. Any use permitted in the R-1 district.
  - 2. Two-family dwelling units.
  - 3. Single-Family Attached Dwelling, no more than two dwelling units may be attached in this district.
- D. Uses Permitted by Condition (Conditional Uses). The following uses may be permitted with a conditional use permit obtained pursuant to the provisions of Article 7.
  - 1. Any use permitted by condition in the R-1 district.
- E. Setback, Yards and Area Regulations.

**Table of Setbacks, Yards, and Area for R-2 Zoning District**

Use	Minimum Lot Area (square feet)		Minimum Lot Width		Minimum Lot Depth	Front Yard Setback	Side Yard Setback (2)	Side Yard (Street) Setback (2)	Rear Yard Setback (2)	Maximum Building Height
	Interior Lot	Corner Lot	Interior Lot	Corner Lot						

Single-Family Detached Dwelling	7,700	8,800	80'	90'	115'	35'	9'	20'	20% of lot depth up to 40'	35'
Two-Family Dwelling	9,200	10,350	80'	90'	115'	35'	9'	20'	20% of lot depth up to 40'	35'
Single-Family Attached Dwelling	4,600	5,750	35'	40'	115'	35'	9' (3)	20'	20% of lot depth up to 40'	35'
Accessory Buildings (1)						35'	9'	20'	6'	35'

(1) Detached accessory buildings in District R-2 shall not exceed one hundred twenty (120) square feet per dwelling unit. (2) Regardless of side or rear yard restrictions, no structure may be placed closer than two (2) feet to a dedicated easement. (3) No side yard setback shall be required along the common party wall

#### F. District Regulations.

1. No equipment other than non-commercial passenger motor vehicles shall be stored in the R-2 district.
2. Three off-street parking places shall be provided for each dwelling unit, one of which may be in the garage. Such parking space shall be at least nine (9) feet by twenty (20) feet.
3. Each new dwelling unit constructed after the adoption of this ordinance shall construct one attached garage.

**Section 2.** The portion of Section 15.2 of Article 15 of the Unified Development Code (which is incorporated as part of the Edgerton Municipal Code via Article 1 of Chapter XVI) is hereby amended to include the following definition:

**Dwelling, Single Family Attached:** A portion of a residential building having accommodations for and occupied exclusively by one family, and which is located on a separate lot of record apart from the remaining portions of the building. Each such dwelling may be sold independently of other portions and must comply with the following requirements:

- a. The Common wall between attached units shall be on the side lot line separating the two lots and shall not be subject to side yard requirements providing there are not doors, windows, vents or other openings in the common wall.
- b. Any exterior wall which is not a common wall must meet all yard requirements.
- c. Each lot must have direct access to a public street
- d. The deed to each lot must include covenants requiring the proper and timely reconstruction of any damaged or destroyed dwellings.

**Section 3.** That City Staff is directed to make all necessary changes to the City's records to reflect this revision.

**Section 4.** This ordinance shall take effect and be enforced from and after its publication once in the official city newspaper.

**PASSED** by the Governing Body of the City of Edgerton, Kansas, and approved by the Mayor on the 23<sup>th</sup> day of March, 2017.



(Seal)

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Donald Roberts, Mayor

ATTEST:

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Janeice Rawles, City Clerk

APPROVED AS TO FORM:

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Patrick G. Reavey, City Attorney